# City of Springfield

## Agenda

## 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 |

**September 8, 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 August 24, 2026, City Council Meeting and the August 31, 2026, Special City Council Meeting.

**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 2026-184 (Horton)
A general ordinance amending Section 1-9 of the Springfield City Code, 'City Limits,' and Section 46-1 of the Springfield City Code, 'Boundaries of wards, precincts and council zones,' for the purpose of annexing approximately 33.54 acres of private property generally located at 5534 West Chestnut Street and 5965 and 6057 West Independence Drive into the City of Springfield as Annexation A-4-2026.

6.2. Council Bill 2026-185 (Hosmer)
A special ordinance authorizing the issuance of not to exceed $3,358,000 principal amount of Special Obligation Bonds (State of Missouri – Direct Loan Program) Series 2026, of the City of Springfield, Missouri, for the purpose of extending and improving

the City's sewerage system; amending the Fiscal Year 2026-2027 budget of the City in the amount of $6,778,000, which includes the bond principal amount, an amount for bond issuance costs and other financing costs, and the federal grant funds; prescribing the form and details of the bonds and the agreements made by the City to facilitate and protect their payment as well as authorizing the execution of such agreements; and prescribing other related matters; and declaring an emergency.

6.3. Council Bill 2026-186 (Hardinger)
A special ordinance authorizing the City Manager, or designee, to accept Workforce Innovation and Opportunity Act Title I Adult and Youth formula grant funding from Missouri's Department of Higher Education and Workforce Development in the amount of $497,307; and amending the Fiscal Year 2026-2027 budget of the Department of Economic Vitality and Workforce Development in the amount of $231,081 in adult funding and $266,226 in youth funding.

6.4. Council Bill 2026-188 (Hardinger)
A special ordinance authorizing the City Manager, or designee, to enter into a Joint Funding Agreement for Water Resource Investigations with the United States Department of the Interior in the amount of $71,350 for the purpose of operating and maintaining six streamgages.

6.5. Council Bill 2026-189 (Hosmer)
A special ordinance authorizing the City of Springfield, Missouri, to enter into a Contract of Obligation with the Missouri Department of Natural Resources whereby the City agrees to financially secure the future closure and post-closure care of all currently active and previously completed portions of the City's Noble Hill Sanitary Landfill.

6.6. Council Bill 2026-190 (Carroll)
A special ordinance authorizing the City Manager, or designee, to enter into a Torch Relay Agreement with the 2028 Los Angeles Olympic & Paralympic Committee and the City of Springfield as a selected partner city for the Olympic Games of 2028.

## 7. RESOLUTIONS.
Citizens May Speak. May Be Voted On.

## 8. EMERGENCY BILLS.

## 9. PUBLIC IMPROVEMENTS.

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

10.1. Council Bill 2026-192 (Horton)
A special ordinance authorizing the City Manager, or designee, to apply for and accept a grant from the United States Department of Transportation, Federal Aviation Administration's Airport Improvement Program ("AIP") to the City, by and through the Springfield-Branson National Airport Board in an amount of $13,519,919, of which $6,120,000 of the grant portion was not budgeted, for the purpose of providing funds for

the reconstruction of portions of Taxiways N, D, S and rehabilitation of Runway 14-32 and requiring the Airport to provide matching funds in the amount $1,502,214, of which $680,000 has not been budgeted; amending the budget of the Airport Board for fiscal year 2026-2027 in the amount of $6,800,000; and declaring that this Ordinance qualifies for approval in one reading pursuant to City Charter Section 2.16(25).

## 11. AMENDED BILLS.

## 12. COUNCIL BILLS FOR PUBLIC HEARING.

Citizens May Speak. Not Anticipated To Be Voted On.

12.1. Council Bill 2026-193 (Horton)

A general ordinance amending Chapter 36, Article 4, Section 4.01B of the Land Development Code, 'Official Zoning Map,' by rezoning approximately 0.51 acres of property generally located at 520, 528, and 536 West Locust Street from R-SF, Single-family Residential District, to R-MX2, Mixed-density Neighborhood - Medium District; and adopting an updated Official Zoning Map. (By: KDR Real Estate, LLC; 520, 528 & 536 West Locust Street; Z-18-2026.)

12.2. Council Bill 2026-194 (McGull)

A general ordinance amending Chapter 36, Article 4, Section 4.01B of the Land Development Code, 'Official Zoning Map,' by rezoning approximately 11.53 acres of property generally located at 3520 East Olive Street from PD, Planned Development No. 298, to GC, General Commercial District; and adopting an updated Official Zoning Map. (By: Legacy Bank & Trust Company; 3520 E. Olive Street; Z-19-2026.)

12.3. Council Bill 2026-195 (McGull)

A general ordinance amending chapter 36, Article 4, Section 4.01B of the Land Development Code, 'Official Zoning Map,' by rezoning approximately 0.44 acres of property generally located at 1836, 1838, 1842, and 1844 East Bennett Street from C-MX1, Commercial Mixed-use Neighborhood District, to C-MX2, Commercial Mixed-use Community District; and adopting an updated Official Zoning Map. (By: Valiant Management Group, LLC; 1836,1838,1842, & 1844 East Bennett Street; Z-20-2026.)

12.4. Council Bill 2026-196 (Jenson)

A general ordinance amending Chapter 36, Article 4, Section 4.01B of the Land Development Code, 'Official Zoning Map,' by rezoning approximately 6.18 acres of property generally located at 535 West Weaver Road from C-MX1, Commercial Mixed-use Neighborhood District with Conditional Overlay District No. 176, to GC, General Commercial District; and adopting an updated Official Zoning Map. (By: Ridge Walk LLC; 535 West Weaver Avenue; Z-22-2026.)

12.5. Council Bill 2026-197 (Jenson)

A general ordinance amending Chapter 36, Article 4, Section 4.01B of the Land Development Code, 'Official Zoning Map,' by rezoning approximately 1.50 acres of property generally located at 4285 South Kansas Avenue from C-MX1, Commercial Mixed-use Neighborhood District with Conditional Overlay District No. 130, to R-MX2, Residential Mixed-density Neighborhood District; and adopting an updated Official

Zoning Map. (By: Southland Christian Church of Springfield MO; 4285 South Kansas Avenue; Z-24-2026)

**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 2026-198 (Hardinger)

A special ordinance authorizing the City Manager, or designee, to accept Workforce Innovation and Opportunity Act Title III Wagner-Peyser Act funds from Missouri's Department of Higher Education and Workforce Development in the amount of $500,000; and amending the Fiscal Year 2026-2027 budget of the Department of Economic Vitality and Workforce Development.

14.2. Council Bill 2026-199 (Lee)

A special ordinance authorizing the City Manager, or designee, to appropriate up to $500,000 of the City's Opioid Settlement Funds to conduct a Substance Use and Mental Health Asset Mapping project; and amending the Fiscal Year 2026-2027 budget of the Springfield-Greene County Health Department in the amount of the selected project bid.

14.3. Council Bill 2026-200 (Carroll)

A special ordinance authorizing the City of Springfield, Missouri, through the City Manager, or designee, to enter into Schedule of Equipment No. 3 which will become a part of its existing Master Equipment Lease Purchase Agreement, the proceeds of which will be used to pay the costs of acquiring and installing equipment for the City's Parks Department and certain hardware and software for use by the City, to do all things necessary to carry out the lease-purchase transaction, including the execution of certain documents in connection therewith; and amending the budget of the City for Fiscal Year 2026-2027 in the amount of $1,418,720.

14.4. Council Bill 2026-201 (Hosmer)

A special ordinance authorizing and directing the issuance, sale, and delivery by the City of Springfield, Missouri, of Special Obligation Improvement Bonds, Series 2026 in a principal amount not to exceed $9,200,000 for the purpose of providing funds to pay costs related to improvements to the City's Public Works Administrative Building, construction and improvement of the Police Property/Evidence Building, as well as construction, furnishing and equipping of new West Fire Station #14, including acquisition of a new fire truck; amending the Fiscal Year 2027 budget of the City in the amount of $9,200,000; authorizing and approving certain documents in connection with the issuance of the Bonds; authorizing certain other documents and actions in connection therewith; and declaring an emergency pursuant to Section 2.12(3) of the City Charter.

14.5. Council Bill 2026-204 (Hosmer)

A general ordinance approving the City Utilities' Fiscal Year 2027 Operating Budget for its Fiscal Year ending September 30, 2027.

14.6. Council Bill 2026-203 (Carroll)
A general ordinance authorizing revisions to water rates charged by City Utilities of Springfield, Missouri, and related terms and conditions.

14.7. Council Bill 2026-202 (Lee)
A general ordinance authorizing establishing a Transmission Cost Adjustment Clause rate schedule; and authorizing revisions to include the Transmission Cost Adjustment Clause in electric rates charged by City Utilities of Springfield, Missouri.

14.8. Council Bill 2026-205 (Lee)
A special ordinance authorizing the City Manager, or designee, to accept the Edward Byrne Memorial Justice Assistance Grant in the amount of $204,045 from the United States Department of Justice and to enter into an interlocal agreement with Greene County, outlining the division of the grant funds; and amending the budget for the Springfield Police Department for Fiscal Year 2026-2027 in the amount of $204,045.

**15. PETITIONS, REMONSTRANCES AND COMMUNICATIONS.**

**16. NEW BUSINESS.**

**17. UNFINISHED BUSINESS.**

**18. MISCELLANEOUS.**

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

19.1. Council Bill 2026-206 (Hardinger)
A special ordinance authorizing the City Manager, or designee, to accept a Musgrave Foundation Grant from the Community Foundation of the Ozarks through the Redfern Grantmaking Program in the amount of $7,500 for the benefit and use of the Mayor's Commission for Children under the Springfield-Greene County Health Department to implement the Family Connects Program and to enter into necessary agreements to carry out the grant; and amending the Fiscal Year 2026-2027 budget in the amount of $7,500 to appropriate the grant funds.

19.2. Council Bill 2026-207 (Horton)
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 Kay Pointe Place, generally located at 901 South West Bypass, 849 South Suburban Avenue, and 3652 West Kay Pointe Boulevard, 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: Carleton Resources, LLC; 901 South West Bypass, 849 South Suburban Avenue, & 3652 West Kay Pointe Boulevard; Preliminary Plat of Kay Pointe Place.)

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

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

**22. END OF CONSENT AGENDA.**

**23. ADJOURN.**

# City of Springfield

## Minutes

## 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 24, 2026** | **6:30 PM** | **Regional Police-Fire Training Center, 2620 West Battlefield Road, Room 101, 102, and 103**

## 1. ROLL CALL.

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

## 2. APPROVAL OF MINUTES.

2.1. Approval of Minutes of the August 10, 2026, City Council Meeting and the August 17, 2026, Special City Council Meeting.

Mayor Pro Tem Hardinger moved to approve the minutes of the August 10, 2026, City Council Meeting and the August 17, 2026, Special City Council Meeting as presented. Councilmember Lee seconded the motion and it was approved by the following vote: Ayes: Councilmember Adib-Yazdi, Councilmember Hosmer, Councilmember McGull, Councilmember Horton, Councilmember Jenson, Mayor Pro Tem Hardinger, Councilmember Carroll, Councilmember Lee, and Mayor Schrag. Nays: None. Absent: None. Abstain: None.

## 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.

The Consent Agenda was approved as presented by the following vote: Ayes: Councilmember Adib-Yazdi, Councilmember Hosmer, Councilmember McGull, Councilmember Horton, Councilmember Jenson, Mayor Pro Tem Hardinger, Councilmember Carroll, Councilmember Lee, 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 the Spring Forward SGF sales tax program and the Neighborhood Works+ program. He advised the program was moving from planning to delivery. He reported more than 560 residents had generated a pipeline of more than 160 potential Neighborhood Works projects valued at approximately $72,200,000.

Mr. Cameron advised the first recommended project package, totaling approximately $4,900,000, would be presented at the next City Council Workshop. He explained the package would still be subject to review by the Citizens' Advisory Board after the Board reconvened. He noted the goal was to have bid packets prepared so work could begin during the construction season, with the hope of starting construction during the same calendar year.

Mr. Cameron provided an update regarding the data center dialogue. He advised public meetings were scheduled to begin on August 27, 2026, with an additional meeting scheduled for September 1, 2026. He noted the administrative delay had been intended to allow the City time to review the issue carefully and to ensure the process focused on getting the matter right rather than simply completing it quickly. He advised the City would continue listening and would determine whether the review could be completed within 120 days or whether additional conversation and discussion would be necessary.

Mr. Cameron noted a report regarding policing and public safety would be presented later in the meeting by Colin Quigley, Deputy City Manager, and would be available online for public review.

Mr. Cameron provided project updates regarding the Springfield Art Museum. He advised phase two construction documents were complete, demolition had begun, and the guaranteed maximum price was expected in September. He noted the project was funded through the Citizens' Advisory Board process and approved by City Council.
Mr. Cameron advised the Department of Environmental Services had begun working with regional partners, including City Utilities and Greene County, on long-term conversations regarding growth, annexation, infrastructure, and utility coordination within the urban service area. He emphasized the importance of coordinating utility and infrastructure planning regionally to maximize resources and avoid duplicative infrastructure. He noted the process was expected to continue for approximately one year, with work products anticipated sooner to support long-term strategy discussions.

Mr. Cameron reported the Springfield-Greene County Health Department had begun implementing revised animal control regulations through public education, staff training, and graduated enforcement. He noted the work related to discussions from listening sessions and neighborhood association conversations.

Mr. Cameron advised City communications continued to shift toward proactive, citizen-focused storytelling to demonstrate how City services and investments affected residents. He noted the City's public information work should include broader community service impacts and not be limited to one issue. He reported Springfield Police Department

storytelling had reached more than 1,400,000 impressions and generated more than 21,000 engagements during the prior two-week period.

Mr. Cameron advised major public information efforts included the Help Starts Here campaign, which encouraged donations to nonprofit organizations rather than cash at intersections; public engagement around data centers; and education regarding the proposed Charter amendments.

Mr. Cameron reported he would present the City Manager's initiatives at the next City Council meeting. He advised the initiatives would identify priorities for the coming year and were developed after substantial listening, visiting, and engagement internally and externally. He commented the first year had focused on listening and taking inventory, and the next phase would focus on action and implementation.

Mr. Cameron advised a written City Manager's report was available and encouraged City Council and the public to review it for additional information regarding Neighborhood Works Plus and other City projects.

Councilmember McGull requested information regarding whether traffic violations could be added to the mid-year crime report so City Council could better understand whether traffic violations were increasing, decreasing, or otherwise changing. Mr. Cameron advised traffic violation information could be included. He noted the City Manager's upcoming initiatives would also include additional reporting related to quality-of-life issues raised during listening sessions.

Mayor Schrag advised City Council needed to correct the placement of Council Bill 2026-187 on the agenda before proceeding with second reading bills. He noted Council Bill 2026-187, setting the tax levy, had been properly posted but had inadvertently been placed under the incorrect agenda heading of First Reading Bills Requiring Two Readings.

Mayor Schrag advised Council Bill 2026-187 was an emergency bill pursuant to Section 2.12(5) of the City Charter and should be considered and voted on by City Council that evening. He further advised the bill should be moved to the Emergency Bills section of the agenda and designated as Item 8.1.

Mayor Schrag moved that Council Bill 2026-187 be moved from the First Reading Bills Requiring Two Readings section of the agenda to the Emergency Bills section and be designated as Agenda Item 8.1, consistent with its designation as an emergency bill pursuant to Section 2.12(5) of the City Charter, and that City Council proceed with consideration and a vote on the bill that evening. Councilmember Carroll seconded the motion, and it was approved by the following vote: Ayes: Councilmember Adib-Yazdi, Councilmember Hosmer, Councilmember McGull, Councilmember Horton, Councilmember Jenson, Mayor Pro Tem Hardinger, Councilmember Carroll, Councilmember Lee, and Mayor Schrag. Nays: None. Absent: None. Abstain: None.

**6. SECOND READING AND FINAL PASSAGE.**

Citizens Have Spoken. May Be Voted On.

6.1. 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.)

Ordinance 7017. Council Bill 2026-174 was approved by the following vote: Ayes: Councilmember Adib-Yazdi, Councilmember Hosmer, Councilmember McGull, Councilmember Horton, Councilmember Jenson, Mayor Pro Tem Hardinger, Councilmember Carroll, Councilmember Lee, and Mayor Schrag. Nays: None. Absent: None. Abstain: None.

6.2. 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 etal; 701, 717, 731, 737, 753, 801, 804, 807, 815, 823, & 834 South Kansas Avenue; Z-17-2026.)

Anita J. Cotter, City Clerk, advised a protest petition had been received. She reported the protest petition was found to be insufficient at zero 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.
Public comment was received at the August 10, 2026, City Council meeting.

Councilmember Horton expressed support for Council Bill 2026-175 and commented the proposed rezoning appeared to be one of the first applications following City Council's adoption of a more restricted R-MX1 zoning map. She observed the proposal involved upzoning from R-MX1 and R-MX2 to higher density and commented higher density development made sense along busier corridors.

Councilmember Horton expressed concern the restricted R-MX1 zoning map created an additional zoning barrier to address the City's housing shortage. She commented City-owned properties and Chapter 36 eligible parcels recommended by engaged residents of City Council Zones 1 and 3 should have remained R-MX1. She further commented City Council could consider another remapping initiative to right-size the R-MX1 zoning map.

Councilmember Horton advised she would support the bill because the location made sense for higher density development along a busier street. However, she expressed concern continued reliance on rezoning to achieve higher density could

slow progress toward reducing the housing supply gap, housing instability, situational homelessness, and housing affordability challenges.

Ordinance 7018. Council Bill 2026-175 was approved by the following vote: Ayes: Councilmember Adib-Yazdi, Councilmember Hosmer, Councilmember McGull, Councilmember Horton, Councilmember Jenson, Mayor Pro Tem Hardinger, Councilmember Carroll, Councilmember Lee, and Mayor Schrag. Nays: None. Absent: None. Abstain: None.

6.3. 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.

Ordinance 28333. Council Bill 2026-176 was approved by the following vote: Ayes: Councilmember Adib-Yazdi, Councilmember Hosmer, Councilmember McGull, Councilmember Horton, Councilmember Jenson, Mayor Pro Tem Hardinger, Councilmember Carroll, Councilmember Lee, and Mayor Schrag. Nays: None. Absent: None. Abstain: None.

6.4. 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.

Councilmember Jenson expressed appreciation to staff for researching the operations of the Missouri Commission on Human Rights. He noted he had previously raised concerns regarding the State Commission’s lack of quorum and advised staff confirmed the quorum issue while also identifying that the State Commission remained able to investigate complaints. He thanked staff for completing the research and providing answers.

Ordinance 7019. Council Bill 2026-177 was approved by the following vote: Ayes: Councilmember Adib-Yazdi, Councilmember Hosmer, Councilmember McGull, Councilmember Horton, Councilmember Jenson, Mayor Pro Tem Hardinger, Councilmember Carroll, Councilmember Lee, and Mayor Schrag. Nays: None. Absent: None. Abstain: None.

6.5. 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.)

Ordinance 28334. Council Bill 2026-179 was approved by the following vote: Ayes: Councilmember Adib-Yazdi, Councilmember Hosmer, Councilmember McGull, Councilmember Horton, Councilmember Jenson, Mayor Pro Tem Hardinger, Councilmember Carroll, Councilmember Lee, and Mayor Schrag. Nays: None. Absent: None. Abstain: None.

## 7. RESOLUTIONS.

Citizens May Speak. May Be Voted On.

7.1. Council Bill 2026-182 (Lee)

A resolution authorizing the City Manager, or designee, to apply for up to $300,000 in grant funds from the United States Environmental Protection Agency ("EPA") Brownfields Job Training Grant program to fund training programs that provide graduates with skills and opportunities to seek and obtain environmental jobs within the community.

Ericka Schmeeckle, Assistant Director of Economic Vitality and Workforce Development, provided an overview of the proposed resolution. She explained the resolution would authorize the City to apply for the Environmental Protection Agency Brownfields Job Training Grant.

Ms. Schmeeckle advised the program was locally known as the Green for Green Grant program. She noted, if awarded, this would be the City's sixth round of applying for and securing the funding. She explained the grant provided community members access to certifications at no cost and supported placement in environmental fields. She further advised prior grant programs had been closed out with all performance measures met or exceeded.

Ms. Schmeeckle advised the proposed grant did not require a local match and would have a three-year period of performance.

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

Resolution 10882. Council Bill 2026-182 was approved by the following vote: Ayes: Councilmember Adib-Yazdi, Councilmember Hosmer, Councilmember McGull, Councilmember Horton, Councilmember Jenson, Mayor Pro Tem Hardinger, Councilmember Carroll, Councilmember Lee, and Mayor Schrag. Nays: None. Absent: None. Abstain: None.

7.2. Council Bill 2026-183 (Hardinger)

A resolution authorizing Mayor Pro Tem Hardinger, on behalf of the City of Springfield, to attend the Citizen's Trip with the Springfield Sister Cities Association to our sister city, Isesaki, Japan in September 2026, to participate in the 40th Anniversary Celebration and to reiterate the City of Springfield's Sister City relationship.

Jordan Paul, City Attorney, provided an overview of the proposed resolution. He explained the resolution would authorize Mayor Pro Tem Hardinger's participation in the Springfield Sister Cities Association delegation to Isesaki, Japan, as part of the 40th anniversary celebration of the Sister City relationship.

Mayor Pro Tem Hardinger commented she was honored to represent the City of Springfield in Isesaki for the 40th anniversary of the Sister City relationship. She noted she had met gardeners who helped beautify the Japanese Stroll Garden at Nathanael Greene Park and advised they had complimented the City's maintenance of the garden. She expressed appreciation to the Parks Department for its work and noted the Japanese Stroll Garden was a beautiful part of the City.

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

Resolution 10883. Council Bill 2026-183 was approved by the following vote: Ayes: Councilmember Adib-Yazdi, Councilmember Hosmer, Councilmember McGull, Councilmember Horton, Councilmember Jenson, Mayor Pro Tem Hardinger, Councilmember Carroll, Councilmember Lee, and Mayor Schrag. Nays: None. Absent: None. Abstain: None.

## 8. EMERGENCY BILLS.

Citizens May Speak. May Be Voted On.

8.1. Council Bill 2026-187 (Lee)

A special ordinance amending Special Ordinance 28294 by setting a final tax levy on real and personal property for current expenses and debt retirement for the City for the Fiscal Year beginning July 1, 2026; and declaring an emergency pursuant to Section 2.12(5) of the City Charter.

David Holtmann, Director of Finance, provided an overview of the proposed ordinance. He explained the ordinance was the final step to certify the City's property tax levies for tax year 2026 after receiving final assessed valuation information from the County. He advised public notice requirements had been met.

Mr. Holtmann advised the ordinance was presented as an emergency measure because of the short timeframe for fixing the tax rates and would be considered as a one-reading bill pursuant to Section 2.12(5) of the City Charter. He noted state law required municipalities to set the levy by September 1.

Mr. Holtmann reported the final levy for tax year 2026 was $0.5636 per $100 of assessed valuation, which was the same as the current levy. He advised the City's assessed valuation increased to $4,612,000,000, with new construction and newly added territory accounting for $64,000,000 of the increase. He reported the total tax was estimated at just under $28,000,000, which represented an approximate 2.5 percent increase from the prior year, or approximately $700,000. He noted the consumer price index used in the tax rate calculation was 2.7 percent.

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

Ordinance 28335. Council Bill 2026-187 was approved by the following vote: Ayes: Councilmember Adib-Yazdi, Councilmember Hosmer, Councilmember McGull, Councilmember Horton, Councilmember Jenson, Mayor Pro Tem Hardinger, Councilmember Carroll, Councilmember Lee, and Mayor Schrag. Nays: None. Absent: None. Abstain: None.

**9. PUBLIC IMPROVEMENTS.**

**10. GRANTS.**

**11. AMENDED BILLS.**

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

12.1. Council Bill 2026-184 (Horton)
A general ordinance amending Section 1-9 of the Springfield City Code, 'City Limits,' and Section 46-1 of the Springfield City Code, 'Boundaries of wards, precincts and council zones,' for the purpose of annexing approximately 33.54 acres of private property generally located at 5534 West Chestnut Street and 5965 and 6057 West Independence Drive into the City of Springfield as Annexation A-4-2026.

Alana Owen, Principal Planner, provided an overview of the proposed ordinance. She advised the annexation had been petitioned by the property owners and was intended to allow expansion of the Sports Town facility in the area.

Ms. Owen advised the area was identified in Forward SGF as a Priority 1 strategic annexation area and was consistent with the recommendations of the Comprehensive Plan. She noted the annexation would allow an existing business already located within the City limits to expand. She further advised the City was already providing services and maintaining infrastructure in the area.

Ms. Owen advised any revenue generated by the parcels once developed was anticipated to meet or exceed any additional cost to the City resulting from the annexation.

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

**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 2026-185 (Hosmer)
A special ordinance authorizing the issuance of not to exceed $3,358,000 principal amount of Special Obligation Bonds (State of Missouri – Direct Loan Program)

Series 2026, of the City of Springfield, Missouri, for the purpose of extending and improving the City's sewerage system; amending the Fiscal Year 2026-2027 budget of the City in the amount of $6,778,000, which includes the bond principal amount, an amount for bond issuance costs and other financing costs, and the federal grant funds; prescribing the form and details of the bonds and the agreements made by the City to facilitate and protect their payment as well as authorizing the execution of such agreements; and prescribing other related matters; and declaring an emergency.

Ron Petering, Assistant Director, Department of Environmental Services, provided an overview of the proposed ordinance. He advised the City was working to execute its obligations under the supplemental overflow control plan, with the goal of eliminating overflows in the sewer collection system.

Mr. Petering explained one strategy involved renewing sewer assets through point repairs, total pipe replacement when necessary, or cured-in-place pipe lining. He advised the purpose was to eliminate sources of infiltration and extend the life of the sewer assets. He further explained identified repairs were grouped together to obtain economies of scale when projects were bid.

Mr. Petering advised City Council had approved proceeding with bids for Group 8 projects at the July 13, 2026, City Council meeting. He noted those projects were located in City Council Zone 1. He explained the proposed ordinance would authorize issuance of bonds in the amount of $3,358,000 to participate in the State Revolving Fund loan program for the improvements.

Mr. Petering advised the State Revolving Fund program had been a cost-effective financing tool because the interest rate was typically favorable compared to other funding sources. He noted the final interest rate had not yet been determined but was anticipated to be two percent or less.

Mr. Petering further advised participation in the program allowed the City to compete for available grant funds. He reported the City had been successful in receiving two grants for the project, including a $2,000,000 affordability grant and a $1,420,000 water quality incentive grant. He advised the combined $3,420,000 in grant funding represented approximately half of the total investment in the Group 8 project. He commended Environmental Services staff for their work in securing the grant funding and noted the funding would help complete more work while reducing the burden on ratepayers.

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

14.2. Council Bill 2026-186 (Hardinger)
A special ordinance authorizing the City Manager, or designee, to accept Workforce Innovation and Opportunity Act Title I Adult and Youth formula grant funding from Missouri's Department of Higher Education and Workforce Development in the amount of $497,307; and amending the Fiscal Year 2026-2027 budget of the Department of Economic Vitality and Workforce Development in the amount of

$231,081 in adult funding and $266,226 in youth funding.

Ericka Schmeeckle, Assistant Director of Economic Vitality and Workforce Development, provided an overview of the proposed ordinance. She advised Workforce Innovation and Opportunity Act funding for the State of Missouri had increased by nearly $5,000,000 for the year, which resulted in local regions throughout the state exceeding initially budgeted projections.

Ms. Schmeeckle advised the funding served as the core public funding backbone for the City's job centers, which provided comprehensive workforce services and essential job training to adults and youth facing barriers to employment or training.

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

14.3 Council Bill 2026-187 was moved to Emergency Bills and considered as Item 8.1.

14.4 Council Bill 2026-188 (Hardinger)**.**
A special ordinance authorizing the City Manager, or designee, to enter into a Joint Funding Agreement for Water Resource Investigations with the United States Department of the Interior in the amount of $71,350 for the purpose of operating and maintaining six streamgages.

Chris Dunnaway, Principal Engineer, provided an overview of the proposed ordinance. He advised the bill would authorize the City to enter into a joint funding agreement with the United States Geological Survey for the operation and maintenance of six stream gauges.

Mr. Dunnaway explained the streamgages provided continuous, real-time data regarding stream levels and flows. He advised the data supported flood warnings, floodplain mapping, infrastructure design, and other water resource needs. He noted the City had participated in the program with the United States Geological Survey since 1998.

Mr. Dunnaway advised the total cost for the six streamgages was $101,400, with the City contributing $71,350 and the remaining cost provided by the United States Geological Survey and the Missouri Department of Transportation. He advised the City's share was already included in the Public Works Environmental Services budget and no budget adjustment was needed.

Councilmember Hosmer requested information regarding the type of data collected by the streamgages. Mr. Dunnaway advised the streamgages were located in streams and measured the height or stage of the water. He clarified the streamgages did not measure water content or chemicals. He explained the data was used for hydrologic and hydraulic modeling, floodplain mapping, infrastructure design, and flood warnings. He noted one streamgage near Scenic Avenue and Wilson's Creek had been used in connection with design of the bridge replacement.

Mr. Dunnaway further explained the United States Geological Survey periodically collected velocity and depth measurements along the cross-section to develop the stage-discharge relationship, which could be used to calculate flow. He noted Missouri State University and others had used streamgage data for research, pollutant modeling, and water quality modeling.

Councilmember McGull requested information regarding the vendor or manufacturer of the streamgage. Mr. Dunnaway advised the City partnered with the United States Geological Survey, which purchased the equipment, and he would obtain the requested information.

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

14.5 Council Bill 2026-189 (Hosmer)
A special ordinance authorizing the City of Springfield, Missouri, to enter into a Contract of Obligation with the Missouri Department of Natural Resources whereby the City agrees to financially secure the future closure and post-closure care of all currently active and previously completed portions of the City's Noble Hill Sanitary Landfill.

Erick Roberts, Assistant Director of Environmental Services, provided an overview of the proposed ordinance. He advised the Department of Environmental Services requested authorization to amend the City's existing contract obligation with the Missouri Department of Natural Resources for closure and post-closure care of the City's landfill.

Mr. Roberts explained the amendment was a routine annual process required to maintain compliance with solid waste regulations. He advised those regulations required landfill owners to maintain a financial instrument to cover costs associated with proper closure and post-closure care of the facility.

Mr. Roberts advised the costs were calculated through a prescriptive process specified by the Missouri Department of Natural Resources. He explained costs could increase annually due to inflation, changes in regulation, or construction of new portions of the landfill. He noted obligations could also decrease over time as the City fulfilled obligations and properly closed portions of the landfill.

Mr. Roberts advised the financial instrument provided the Missouri Department of Natural Resources a mechanism to obtain funds to properly care for the landfill if the City became unable to do so. He noted the department's goal was to account for the funds in long-term rate planning and have the funds available before or at the time the facility closed.

Mr. Roberts advised the requested adjustment for calendar year 2025 was approximately a $545,000 increase, for a total obligation of $18,568,622.

Councilmember Hosmer requested clarification regarding whether the obligation was reviewed annually. Mr. Roberts confirmed it was an annual process.

Councilmember Hosmer requested information regarding the remaining life expectancy of the landfill. Mr. Roberts advised the landfill had approximately 50 to 70 years of remaining life expectancy or available airspace. He explained an expansion granted in 2019 increased the landfill's life expectancy from approximately 15 years to an estimated 80 to 90 years at that time. He confirmed the remaining life expectancy decreased as trash volume was added to the landfill.

Councilmember Hosmer expressed appreciation for the work of Environmental Services and discussed the importance of recycling to preserve landfill capacity. He expressed concern recycling appeared to have declined and noted plastic bottles and other recyclable materials were being disposed of at park facilities during athletic events. He commented the landfill was an important community asset and economic development tool, and preserving landfill capacity should remain a priority.

Mr. Roberts advised global recycling markets had changed, affecting recycling and diversion rates in Springfield, Missouri, and nationally. He noted the landfill was a valuable asset and part of the City's integrated solid waste system, which also included recycling centers and public education. He advised Environmental Services would be willing to partner with others to expand recycling programs and improve diversion across the community.

Councilmember Hosmer commented City facilities should model the recycling practices expected of the public and suggested additional recycling opportunities at parks and athletic facilities.

Councilmember McGull requested an update regarding the renewable gas and biogas project. Mr. Roberts advised an active request for proposals was posted on the City's website for a combined project involving the landfill and the City's larger wastewater treatment plant. He noted a pre-proposal meeting was scheduled that week with potential partners, and proposals were due December 1, 2026. He advised the goal was to identify the right partner and highest and best use for the resource.

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

14.6 Council Bill 2026-190 (Carroll)
A special ordinance authorizing the City Manager, or designee, to enter into a Torch Relay Agreement with the 2028 Los Angeles Olympic & Paralympic Committee and the City of Springfield as a selected partner city for the Olympic Games of 2028.

Collin Quigley, Deputy City Manager, provided an overview of the proposed ordinance. He explained the ordinance would authorize the City Manager to enter into a torch relay agreement with the 2028 Los Angeles Olympic and Paralympic Committee as a potential partner for the torch relay for the Olympic Games of 2028.

Mr. Quigley advised the torch relay was a nationwide event intended to showcase communities across all 50 states. He noted the City was honored to potentially participate in the nationwide event. He explained the partnership would include the City providing planning, advisory, and operational support services as a potential torch relay partner. He further advised the agreement would include establishment of a community task force of relevant stakeholders.

Mr. Quigley advised Mark Hecquet, President and Chief Executive Officer of Visit Springfield, would chair Springfield's Community Task Force.

A Councilmember requested information regarding the significance of the event for Springfield. Mr. Hecquet advised Visit Springfield and the Sports Commission were exploring the opportunity and noted sports tourism was important to the City. He explained participation would align Springfield with the Olympic spirit and connect the City to a national and international audience.

Mr. Hecquet noted Springfield was home to many Olympians and advised the event would provide an opportunity to celebrate those athletes and inspire future generations of potential Olympians. He also noted potential economic benefits and the opportunity to continue elevating Springfield as a sports destination.

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. Matt Morrow wishes to address City Council.

Matt Morrow, President and CEO of the Springfield Area Chamber of Commerce, appeared before City Council regarding community partnerships and economic development matters. He thanked City Council and City administration for the careful and thoughtful approach being used during the administrative pause related to data center consideration and the scheduled public input and engagement sessions.

Mr. Morrow advised the Chamber had encouraged members of the business community to participate in the data center engagement process. He noted the sessions would provide an opportunity for participants to learn from subject matter experts and bring additional perspectives to the discussion.

Mr. Morrow also discussed the first likely expenditures from Spring Forward SGF funds through Neighborhood Works projects. He commented those projects were an appropriate starting point and advised the business community was interested in supporting efforts that strengthened neighborhoods, supported housing supply, and helped create jobs. He noted the project criteria were strong and commented complementary projects could help address multiple community goals.

Mr. Morrow discussed the Chamber and Springfield Business Development Corporation's annual Economic Outlook event. He advised St. Louis Federal Reserve economist Charles

Gascon reported Springfield's real gross domestic product grew approximately 3.3 percent in 2025, compared with approximately two percent nationally and approximately 1.5 percent statewide. He noted forecasts showed some moderating growth for the year ahead.

Mr. Morrow advised a local panel discussed how the economic data applied in Springfield, including job creation, rising incomes, housing supply constraints, skilled workforce needs, and affordability. He noted affordability had long been one of Springfield's competitive advantages, but recent housing cost data showed that advantage was shifting.

Mr. Morrow discussed the connection between housing supply and economic competitiveness. He noted research from the Brookings Institution identified 10 metropolitan areas experiencing significant growth in gross domestic product, job creation, and incomes while maintaining steady cost of living, and commented the common factor among those areas was aggressive expansion of housing supply. He advised the Chamber would continue exploring the issue at an upcoming Good Morning Springfield event and expressed interest in partnering on solutions.

15.2. Brian Paschall wishes to address City Council.

Brian Paschall appeared before City Council to express appreciation to the Springfield Police Department. He discussed concerns regarding loneliness and the well-being of seniors, particularly during periods of extreme heat.

Mr. Paschall advised he had contacted his Police Area Representative, Officer Emily Hammers, regarding concerns about seniors and suggested well-being checks. He reported a Springfield Police officer later came to his home for a well-being check. He expressed appreciation to Chief Paul Williams, Officer Hammers, Officer Adams, and the Springfield Police Department for their care and concern.

Mayor Schrag thanked Mr. Paschall for his comments and requested that David Cameron, City Manager, express City Council's appreciation to Officer Hammers and Chief Williams.

15.3. Katherine Wiltse wishes to address City Council.

Katherine Wiltse appeared before City Council regarding data center concerns and distributed materials through the City Clerk. She expressed appreciation for the scheduled data center public meetings and noted the importance of allowing residents to voice concerns.

Ms. Wiltse focused her comments on fire safety concerns associated with data centers. She discussed closed-loop cooling systems, propylene glycol, lithium battery components, and potential fire risks. She expressed concern that current regulatory review by state and federal agencies may not fully address certain closed-loop systems if no discharge permit was filed.

Ms. Wiltse expressed concern regarding the proposed data center location at 2900 South National Avenue. She referenced observations and reported fire-related incidents at a data center site in Marshfield and expressed concern about potential emergency response and fire safety considerations. She advised she intended to provide additional information during the upcoming data center meetings.

## 16. NEW BUSINESS.

16.1. Staff report pertaining to review of Police Department Standard Operating Guidelines and relevant policies for alignment with the adopted City Council Public Safety priority as it relates to enforcement of motor vehicle violations and traffic safety as outlined in Resolution 10854.

Collin Quigley, Deputy City Manager, provided an overview of the staff report prepared pursuant to Resolution 10854, which had been approved by City Council in February. He advised the written report had been provided to City Council on August 14, 2026, and noted Paul Williams, Chief of Police, was present to answer questions related to Police Department operations.

Mr. Quigley advised Resolution 10854 required review of Springfield Police Department standard operating guidelines for alignment with City Council's adopted public safety priority as it related to enforcement of motor vehicle violations and traffic safety. He explained the resolution included four primary elements: identification of significant policy questions related to community safety, community trust, and proactive traffic enforcement; analysis of available data related to the enforcement process; analysis of personnel, technological, and financial resources dedicated to traffic enforcement and motor vehicle regulations; and analysis of United States Department of Justice special reports or other relevant research from credible sources.

Mr. Quigley advised the resolution also required meaningful opportunities for active-duty sworn officers to identify potential policy barriers that could prevent proactive enforcement and to provide suggestions for improvement.

Mr. Quigley reported the review found Springfield Police Department policies and deployed resources were broadly aligned with City Council's public safety priority to build community trust, reduce quality-of-life offenses, and ensure operational efficiency. He advised the standard operating guideline framework was solid, well-structured, and consistent with national guidance.

Mr. Quigley reported multi-year analysis indicated injury crashes at the highest-risk intersections had steadily declined, overall violations were on a downward trajectory, and enforcement activity was increasingly concentrated where risk was highest. He noted those trends reflected strategies such as targeted enforcement, collaboration with traffic engineering, specialized DWI and hazardous moving violation operations, and expanded use of analytics.

Mr. Quigley also identified operational challenges, including staffing, limited evening traffic enforcement capacity, periodic shifts in emphasis, and evolving driving behaviors. He advised addressing those operational elements would be important to sustaining progress and accelerating reductions in hazardous driving.

Mr. Quigley advised community trust remained a core outcome. He noted bias-free and transparent standard operating guidelines set expectations and built trust through communication, engagement, and visible responsiveness. He advised the officer survey

reflected confidence in the standard operating guideline framework while also identifying a desire for clearer feedback loops, streamlined policies, and strengthened operational support.

Mr. Quigley explained the Police Department had 148 standard operating guidelines, with 17 directly related to motor vehicle violations and traffic safety. He advised the guidelines functioned as the department's internal policy and procedure framework by directing how officers perform duties, make decisions, interact with the public, operate equipment, document actions, use body-worn cameras, and follow early intervention and disciplinary processes.

Mr. Quigley reviewed policy questions identified in the report, including what level and style of proactive enforcement preserved credibility and legitimacy while addressing dangerous driving; whether resources should be allocated toward violations most strongly affecting safety, such as speeding, impairment, and red-light running; how those priorities should be balanced with neighborhood and quality-of-life concerns; and whether automated enforcement tools should be considered under guardrails designed to protect public trust.

Mr. Quigley reviewed enforcement data from the prior five years. He reported traffic stops increased from slightly more than 13,000 to slightly more than 20,000, an increase of approximately 48 percent. He advised citations decreased from approximately 15,000 to slightly more than 12,000, a decrease of approximately 20 percent. He further reported warnings increased from approximately 6,300 to more than 11,000, an increase of approximately 76 percent.

Mr. Quigley explained data related to cases filed and cases disposed would not match year to year because of factors such as court scheduling, statutes of limitation, late-filed cases crossing calendar years, different computer systems, accident cases included in court totals, and prosecutorial discretion. He advised the data should be reviewed for trend alignment rather than as a one-to-one match across systems.

Mr. Quigley reviewed resource allocation. He advised the traffic section was structured for three squads when fully staffed, but currently had two squads while the department worked toward staffing the third. He reported the fiscal year 2026 Police Department budget was slightly more than $60,000,000, with approximately $2,500,000 dedicated to traffic and DWI allocation. He also noted the department received Missouri Department of Transportation safety grants and had continued to invest in technology, including body-worn camera systems.

Mr. Quigley advised the report reviewed national research, including the Police Executive Research Forum report on the current state of traffic enforcement and recommendations to promote traffic safety. He noted the report connected national guidance to local practice, including Vision Zero and potential automated enforcement policy choices.

Mr. Quigley reviewed the anonymous employee survey conducted as part of the report. He advised 83 surveys were completed out of 455 sworn and non-sworn staff members, representing an 18.2 percent response rate. He reported 65 percent of respondents were familiar with the standard operating guideline feedback and review process, 57 percent said the guidelines strongly or somewhat supported trust building with the community, 64

percent did not believe the guidelines hindered enforcement, and 61 percent said Police Department leadership was very or somewhat responsive to officer suggestions. He noted some respondents identified concerns related to the pursuit policy, homeless protocol, and general administrative burden.

Mr. Quigley advised next steps included maintaining alignment between policy and practice, refining staffing models, expanding evening capacity, using technology strategically, deepening community engagement, transparently evaluating tools such as automated traffic enforcement, and communicating consistently regarding high-risk corridors, crash reduction goals, and changes in driving behavior.

Councilmember Jenson expressed appreciation to Mr. Quigley and Chief Williams for the report and noted the report exceeded his expectations. He commented the identified policy questions were central to the purpose of the resolution and would assist City Council in providing appropriate policy direction without becoming involved in specific standard operating guidelines.

Councilmember Jenson moved to refer the report and the four associated policy questions to the Plans and Policies Committee for review and recommendation. Councilmember Adib-Yazdi seconded the motion.

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

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

**17. UNFINISHED BUSINESS.**

**18. MISCELLANEOUS.**

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

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

20.1. Council Bill 2026-191 (Carroll)
A special ordinance authorizing the City Manager, or designee, to accept a grant in the amount of $10,450 from the Missouri Department of Conservation to reimburse registration costs for Public Works and Parks employees attending the Missouri Community Forestry Council Annual Conference in Springfield, Missouri in September 2026; and amending the Fiscal Year 2026-2027 budget in the amount of $10,450 to appropriate the grant funds.

Ordinance 28336. Council Bill 2026-191 was approved under the Consent Agenda by the following vote: Ayes: Councilmember Adib-Yazdi, Councilmember Hosmer, Councilmember McGull, Councilmember Horton, Councilmember Jenson, Mayor Pro Tem Hardinger, Councilmember Carroll, Councilmember Lee, and Mayor Schrag. Nays: None.

Absent: None. Abstain: None.

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

21.1. Confirm 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.

The reappointments of Courtney Watson Pinkham-Martin and Todd Thomas to the Springfield-Greene County Board of Equalization, with terms to expire April 1, 2029, were confirmed under the Consent Agenda.

**22. END OF CONSENT AGENDA.**

**23. ADJOURN.**

With no further business to come before City Council, Councilmember Jenson moved to adjourn. Councilmember Carroll seconded the motion and it was approved by the following vote: Ayes: Councilmember Adib-Yazdi, Councilmember Horton, Councilmember Jenson, Mayor Pro Tem Hardinger, Councilmember Carroll, Councilmember Lee, and Mayor Schrag. Nays: Councilmember Hosmer and Councilmember McGull. Absent: None. Abstain: None.

**August 31, 2026**
**Springfield, Missouri**
**12:00 p.m.**

The City Council met in special session on August 31, 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 Pro Tem Hardinger.

**Roll Call**

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

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

Prepared by
Tonia Stopka

_____
Anita J. Cotter, MMC/MPCC
City Clerk

DRAFT

## EXPLANATION TO COUNCIL BILL 2026-184 (HORTON)

**FILED:** 08/31/2026

**ORIGINATING DEPARTMENT:** Planning and Development

**TITLE:** A general ordinance amending Section 1-9 of the Springfield City Code, 'City Limits,' and Section 46-1 of the Springfield City Code, 'Boundaries of wards, precincts and council zones,' for the purpose of annexing approximately 33.54 acres of private property generally located at 5534 West Chestnut Street and 5965 and 6057 West Independence Drive into the City of Springfield as Annexation A-4-2026.

**PURPOSE:** To adopt an ordinance to annex approximately 33.54 acres of private property generally located at 5534 W. Chestnut Street and 5965 and 6057 W Independence Drive into the City of Springfield as Annexation A-4-2026 (Staff recommends approval).

**BACKGROUND INFORMATION:** The owner(s) of the private property generally located at 5534 W Chestnut Street and 5965 and 6057 W Independence Drive are requesting annexation into the city of Springfield. The owner(s) of the private property have signed a petition to request annexation of approximately 33.54 acres for an expansion of the Sports Town facility.

City Council is required to hold a public hearing to determine whether the annexation is reasonable and necessary for the proper development of the city and whether the City can furnish normal City services within a reasonable period. If no written objection is filed within fourteen (14) days of the public hearing, the City may annex the property by ordinance without further action.

**REMARKS**: The area to be annexed is contiguous to the city of Springfield. See "Exhibit B" for the location of the private property and right-of-way to be annexed.

RECOMMENDATIONS:

1. The area to be annexed is within the City's Urban Service Area and is consistent with its policies.
2. The area to be annexed is contiguous and compact to the city of Springfield.
3. The property owner(s) have petitioned the City for annexation.
4. All City services can be provided to the property.

5. The City will receive property tax revenue upon annexation of the private property.

6. Based on the subject property's location in proximity to the existing city limits and the recommendations of Chapter 6, Growth Areas, and Annexation, of the Forward SGF Comprehensive Plan, staff supports this request.

**Submitted By:** Alana Owen, Senior City Planner

**Authorized for inclusion on the agenda pursuant to City Code section 2-33:**
Anita Cotter, City Clerk 09/02/2026

**Attachments:**
1. A-4-2026 - 5534 W Chestnut St and 5965 and 6057 W Independence Dr
2. A-4-2026_ExhA
3. A-4-2026_ExhB

One-rdg. _____
P. Hrngs. X
Pgs. _____
Filed: 08-18-26

Sponsored by: Horton

First Reading: _____ Second Reading: _____

COUNCIL BILL 2026-184 GENERAL ORDINANCE _____

AN ORDINANCE

AMENDING Section 1-9 of the Springfield City Code, 'City Limits,' and Section 46-1 of the Springfield City Code, 'Boundaries of wards, precincts and council zones,' for the purpose of annexing approximately 33.54 acres of private property generally located at 5534 West Chestnut Street and 5965 and 6057 West Independence Drive into the City of Springfield as Annexation A-4-2026.

_____

WHEREAS, a verified petition requesting annexation was filed by the owners of all fee interest of record in all tracts of real property located within the area proposed to be annexed, as described in "Exhibit A," attached hereto and incorporated herein by this reference, said area being generally located at 5534 West Chestnut Street and 5965 and 6057 West Independence Drive; and

WHEREAS, the subject property is within the City of Springfield's Urban Service Area and is compact and contiguous to the City, as shown in "Exhibit B," attached hereto and incorporated herein by this reference; and

WHEREAS, proper notice was published at least seven (7) days prior to the public hearing; and

WHEREAS, City Council does find and determine that: (1) said annexation is reasonable and necessary to the proper development of the City; (2) the City either already furnishes normal municipal services to the area annexes, or is able to furnish such services within a reasonable time after annexation; and (3) the area annexed herein is contiguous and compact to the existing corporate boundaries of the City.

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

Section 1 – City Council, after holding a public hearing, hereby determines that annexation of the property described in "Exhibit A" is reasonable and necessary to the proper development of the City; the City either already furnishes normal municipal services to the area annexes, or is able to furnish such services within a reasonable

time after annexation; and the area is contiguous and compact to the existing boundaries of the City as shown in “Exhibit B.”

Section 2 – Pursuant to the provisions of Section 71.012 RSMo., the property described in “Exhibit A” is hereby annexed into the City of Springfield, Missouri.

Section 3 – Section 1-9 of the Springfield City Code, ‘City Limits,’ is hereby amended by adding thereto the land described in "Exhibit A."

Section 4 – Section 46-1 of the Springfield City Code, ‘Boundaries of wards, precincts and council zones,’ is hereby amended by placing the property described in "Exhibit A" into the appropriate ward and precinct as determined by the County Clerk in accordance with the provisions of State law.

Section 5 – The City Clerk is directed to: (1) file certified copies of this Annexation Ordinance with the Clerk of Greene County; (2) file certified copies of this Annexation Ordinance with the Assessor of Greene County; and (3) forward to the Missouri Director of Revenue, by certified mail, certified copies of this Ordinance, and any other information that the Director of Revenue may require. The City Clerk is further authorized and empowered to perform any other administrative acts which are consistent with the intent of this Ordinance.

Section 6 – 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
ANNEXATION A-4-2026
LEGAL DESCRIPTION

Sell Trust

All of the East Quarter (E ¼) of the Southeast Quarter (SE 1/4) of Section Twenty-three (23), Township Twenty-nine (29), Range Twenty-three (23) lying North of the North right-of-way line Interstate I-44, all in Greene County, Missouri, containing 5.47 acres, more or less.

Deer Lake Springs LLC

TRACT I:
COMMENCING AT A CONCRETE MONUMENT ON THE SOUTH RIGHT-OF-WAY LINE OF STATE HIGHWAY 266, SAID CONCRETE MONUMENT BEING 13.8 FEET SOUTH OF THE NORTH QUARTER CORNER OF SECTION TWENTY-FOUR (24), TOWNSHIP TWENTY-NINE (29), RANGE TWENTY-THREE (23); THENCE SOUTH 00°10'46" WEST, 726.00 FEET FOR A NEW POINT OF BEGINNING; THENCE CONTINUING SOUTH 00°10'46" WEST, A DISTANCE OF 290.40 FEET; THENCE NORTH 89°58'28" WEST, 300.00 FEET; THENCE NORTH 00°10'46" EAST, 290.40 FEET; THENCE SOUTH 89°58'28" EAST, 300.00 FEET TO THE POINT OF BEGINNING, ALL IN GREENE COUNTY, MISSOURI.

TRACT II:
A TRACT OF LAND LOCATED IN THE NORTHEAST QUARTER (NE¼) OF THE NORTHWEST QUARTER (NW¼) AND PART OF THE SOUTHEAST QUARTER (SE¼) OF THE NORTHWEST QUARTER (NW¼) OF SECTION TWENTY-FOUR (24), TOWNSHIP TWENTY-NINE (29), RANGE TWENTY-THREE (23), BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A CONCRETE MONUMENT ON THE SOUTH RIGHT-OF-WAY LINE OF STATE HIGHWAY 266, SAID CONCRETE MONUMENT BEING 13.8 FEET SOUTH OF THE NORTH QUARTER CORNER OF SECTION TWENTY-FOUR (24), TOWNSHIP TWENTY-NINE (29), RANGE TWENTY-THREE (23); THENCE SOUTH 00°10'46" WEST, ALONG THE EAST LINE OF THE NORTHEAST QUARTER (NE¼) OF THE NORTHWEST QUARTER (NW¼) OF SAID SECTION TWENTY-FOUR (24), 1016.40 FEET TO A POINT OF BEGINNING; THENCE CONTINUING SOUTH 00°10'46" WEST, ALONG THE EAST LINE OF THE NORTHEAST QUARTER (NE¼) OF THE NORTHWEST QUARTER (NW¼) OF SAID SECTION TWENTY-FOUR (24), 290.40 FEET; THENCE NORTH 89°58'28" WEST, 300.00 FEET; THENCE NORTH 00°10'46" EAST, 290.40 FEET; THENCE SOUTH 89°58'28" EAST, 300.00 FEET TO THE POINT OF BEGINNING; ALL IN GREENE COUNTY, MISSOURI.

TRACT III:
A TRACT OF LAND IN THE NORTHWEST QUARTER (NW¼) OF SECTION TWENTY-FOUR (24), TOWNSHIP TWENTY-NINE (29), RANGE TWENTY-THREE (23), BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A CONCRETE MONUMENT ON THE SOUTH RIGHT-OF-WAY OF STATE HIGHWAY 266, SAID CONCRETE MONUMENT BEING 13.8 FEET SOUTH OF THE NORTH QUARTER CORNER OF SECTION TWENTY-FOUR (24), TOWNSHIP TWENTY-NINE (29), RANGE TWENTY-THREE (23); THENCE SOUTH 00°10'46" WEST, ALONG THE EAST LINE OF SAID NORTHWEST QUARTER (NW¼), 1306.80 FEET FOR A POINT OF BEGINNING; THENCE CONTINUING SOUTH 00°10'46" WEST ALONG THE EAST LINE OF SAID NORTHWEST QUARTER (NW¼), 402.09 FEET; THENCE NORTH 89°58'28" WEST, 650.00 FEET; THENCE NORTH 00°10'46" EAST, 982.89 FEET; THENCE SOUTH 89°58'28" EAST, 300.00 FEET; THENCE SOUTH 00°10'46" WEST, 580.80 FEET; THENCE SOUTH 89°58'28" EAST, 350.00 FEET, TO THE POINT OF BEGINNING; ALL IN GREENE COUNTY, MISSOURI.

And also the following:

COMMENCING AT A CONCRETE MONUMENT ON THE SOUTH RIGHT-OF-WAY OF STATE HIGHWAY 266, SAID CONCRETE MONUMENT BEING 13.8 FEET SOUTH OF THE NORTH QUARTER CORNER OF SECTION TWENTY-FOUR (24), TOWNSHIP TWENTY-NINE (29) NORTH, RANGE TWENTY-THREE (23) WEST; THENCE NORTH 89°58'28" WEST ALONG THE SOUTH RIGHT-OF-WAY OF SAID HIGHWAY 266, 300.00 FEET FOR A POINT OF BEGINNING; THENCE SOUTH 00°10'46" WEST, LEAVING SAID SOUTH RIGHT-OF- WAY, 1306.80 FEET; THENCE NORTH 89°58'28" WEST, 50.00 FEET; THENCE NORTH 00°10'46" EAST, 1306.80 FEET TO THE SOUTH RIGHT-OF-WAY OF SAID HIGHWAY 266; THENCE SOUTH 89°58'28" EAST ALONG HIE SOUTH RIGHT-OF-WAY OF SAID HIGHWAY 266, 50.00 FEET TO THE POINT OF BEGINNING, LESS AND EXCEPT THE NORTH 726.00 FEET THEREOF. ALL BEING IN GREENE COUNTY, MISSOURI.

Rogers

All that part of following described property lying North of the interstate highway #44: all the West sixty (60) acres of the East one hundred (100) acres of the Southeast quarter (SEl/4) of section twenty-three (23), township twenty-nine (29), range twenty-three (23) in Greene county, Missouri.

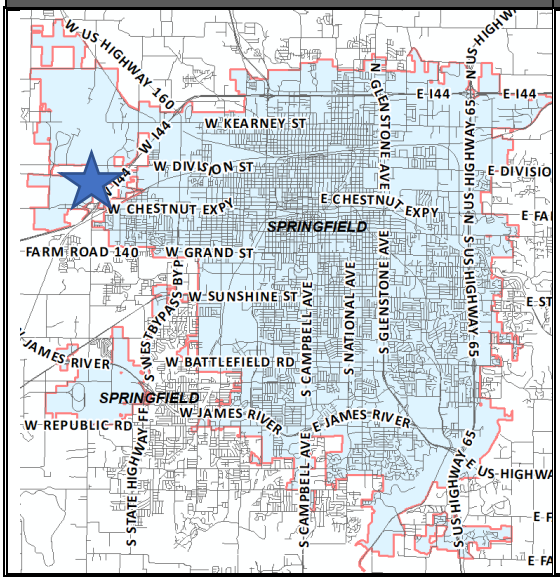
**EXHIBIT B**

# DEVELOPMENT REVIEW STAFF REPORT

| PROJECT INFORMATION | |
|---|---|
| **Case Number:** | A-4-2026 |
| **Location:** | 5534 W Chestnut and 5965 and 6057 W Independence Dr |
| **Total Acres:** | Approximately 33.54 acres |
| **Applicant:** | Deer Lake Springs LLC, Harold T Sr and Loretta Sell Trust, and James H Rogers Trust |
| **Existing Land Use:** | Undeveloped, single-family home, and vacant building |
| **City Council:** | August 24, 2026 |
| **Public Notification:** | Mail and legal in Springfield News Leader |
| **Staff:** | Alana Owen, AICP, Principal Planner |
| **Staff recommendation:** | Staff recommends approval |

## PROJECT SUMMARY:

Request to annex approximately 33.54 acres of private property generally located at 5534 W Chestnut Expressway and 5965 and 6057 W Independence Drive into the city of Springfield.

| LOCATION MAP | CITY LIMIT & ZONING MAP |
|---|---|
|  | |

CITY OF Springfield

# DEVELOPMENT REVIEW STAFF REPORT

## GOOGLE AERIAL OF LANDMARKS, BUSINESSES, AND ATTRACTIONS:

## GOOGLE MAPS STREET VIEW:

View from Independence Drive

View from Chestnut Street

## PROPERTY HISTORY:

The subject property is outside the city limits in unincorporated Greene County. The subject property is zoned Greene County C-2, General Commercial and Greene County PAD, Plot Assignment District. The annexation is being processed with the intent of expanding the Sports Town Facility.

## COMPATIBILITY WITH COMPREHENSIVE PLAN:

The subject property is in a Priority One strategic annexation area identified in Chapter 6, Growth Areas and Annexation, of the Forward SGF Comprehensive Plan. Priority One areas represent short-term growth areas. These growth areas are primarily located on the western and southwestern sides of the city in the vicinity of the Springfield-Branson National Airport, Interstate 44, West Sunshine Corridor, and James River Freeway. While not every property identified in the Priority One can or should be annexed immediately, each represents areas where opportunities for economic and job growth are promising due to varying combinations of available infrastructure, city services, proximity to major transportation corridors, and advantageous land patterns.

### Annexation Considerations

The following strategies will help to further guide the prioritization of annexations:

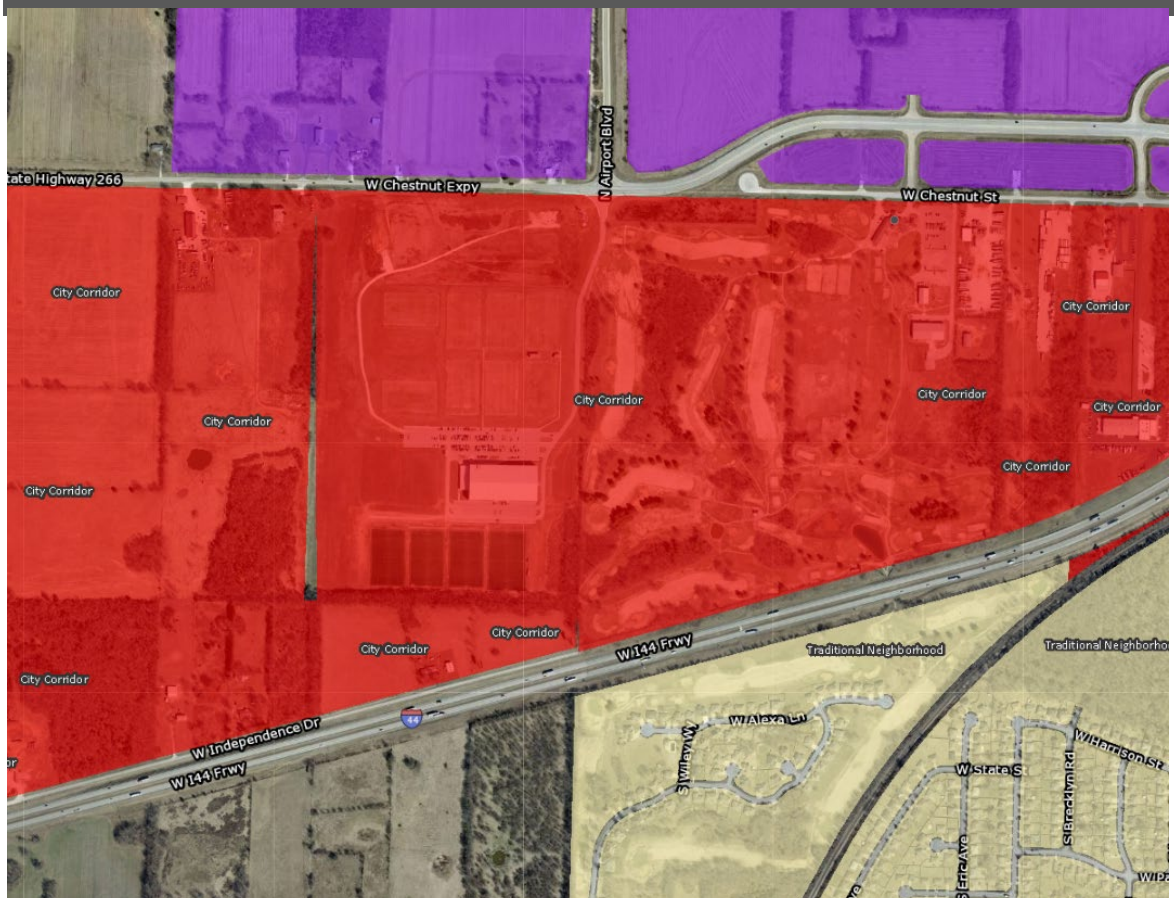
1. The City should prioritize annexation of City, City Utilities, Park Board, and Ozark Greenways-owned properties.
2. The City should prioritize annexation of properties with an “Irrevocable Petition and Consent to Annexation Agreement” that are revenue-generating and located along major corridors and areas of potential economic activity.
3. The City should evaluate annexation proposals on a property-by-property or case-by-case basis but work to coordinate annexation of multiple properties simultaneously, when possible, to maximize the time and cost efficiency involved in processing.
4. The City should engage with area Fire Protection Districts in evaluation of potential impact resulting from annexation of property by the City.

5. The City should be conscious of impractical boundary configurations created when annexing properties on only one side of a street, skipping over properties, or creating islands of unincorporated properties.
6. The City should weigh the anticipated impact of annexation on the ability to provide timely and professional emergency services, including personnel requirements, capital requirements, necessary and available infrastructure, call volume, and standards of cover.
7. The City should evaluate the age and condition of existing infrastructure in areas desired for annexation, as well as future maintenance costs.
8. The City should weigh the comprehensive advantages of both long-term revenue growth and population growth, including a variety of demographic considerations associated with providing services to new residents and property owners.
9. The City should weigh the fiscal impacts of annexation against the opportunity to grow the population base, increase resident participation in city elections, tax referendums, and expand the reach of citizens to serve on city advisory boards and committees.
10. The City should weigh the strategic value of incorporating geographic areas that facilitate growth in new areas.

If the annexation is approved, the intent is to expand the Sports Town facility. Based upon the proposed use of the property, it is anticipated that the property and sales tax revenue generated from this property would meet or exceed the anticipated cost to the City for services and infrastructure maintenance.

The property involved in this annexation request is identified as being within the City Corridor place type in the Forward SGF Comprehensive Plan (see the Future Placetype Map on page 7).

**FUTURE PLACETYPE MAP:**



CITY OF Springfield

# DEVELOPMENT REVIEW STAFF REPORT

## SURROUNDING ZONING, LAND USES AND PLACETYPES:

| | NORTH | SOUTH | EAST | WEST |
|---|---|---|---|---|
| ZONING | GC and PD | GC and Greene County A-1 | Greene County C-2 and GC | GC and Greene County A-1 |
| LAND USE | Sports Town and Commercial Uses | Undeveloped | Manufacturing and Commercial Uses | Sports Town and undeveloped land |
| PLACETYPES | City Corridor | City Corridor and Traditional Neighborhood | City Corridor | City Corridor |

## DEPARTMENT COMMENTS:

1. DEPARTMENT OF BUILDING DEVELOPMENT SERVICES:
   No issues with the proposed annexation.

2. CITY UTILITIES:

No issues with the proposed annexation., City Utilities can extend gas/water to provide services to the tracts that are currently unserved per CU's extension policy, however since this area is at the end of CU's current gas/water distribution system, tie-ins or looping may be required to ensure water quality standards can be met.

5534 W Chestnut – No issues with the proposed annexation; the property has access to CU 3-phase electric, gas & water

5965 W Independence – This tract currently only has access to CU electric. Gas/water would need to be extended to provide services, most likely from the north. There is an existing utility easement on the Deer Lake Soccer park lot 2 that can be used for this.

6057 W Independence – This tract currently only has access to CU electric. Gas/water would need to be extended to provide services. Additional easements may be needed to facilitate extensions.

DEPARTMENT OF ENVIRONMENTAL SERVICES CLEAN WATER SERVICES DIVISION:

No objection to the proposed annexation. 5534 W Chestnut has access to public sewer but the two addresses on independence do not.

3. EMERGENCY 911:
   No issue with annexations.

4. GREENE COUNTY HIGHWAY DEPARTMENT:
   No comments.

5. POLICE DEPARTMENT:
   No comments.

6. FIRE DEPARTMENT:

**Service** – 5534 W Chestnut - The primary Fire Station responding to this area would be Station #5 located at 2750 W Kearney, which is approximately 4.2 miles from the northeast corner of the property. Fire Station #13 located at 1900 W College is the secondary station responding to this location, which is 5.4 miles from the northwest corner of the property. Anticipated to be in service in 2028, new Fire Station 14 is approximately 3.0 miles from the proposed annexation, depending on roadway infrastructure improvements for site access.

5965 and 6057 W Independence - The primary Fire Station responding to this area would be Station #5 located at 2750 W Kearney, which is approximately 7.4 miles from the northeast corner of the property. Fire Station #13 located at 1900 W College is the secondary station responding to this location, which is 7.9 miles from the northwest corner of the property. Anticipated to be in service in 2028, new Fire Station 14 is approximately 4.0 miles from the proposed annexation, depending on roadway infrastructure improvements for site access.

**ISO area** – 5534 W Chestnut - The proposed annexation is currently outside the recommended ISO 1.5-mile (ISO diamond) response distance by 2.91 miles for the 1st due unit. *This will negatively impact our ISO rating.*

5965 and 6057 W Independence - The proposed annexation is currently outside the recommended ISO 1.5 mile (ISO diamond) response distance by 3.49 miles for the 1st due unit. *This will negatively impact our ISO rating*.

**Response times/Standards of Cover** – 5534 W Chestnut - Estimated response time was calculated mathematically with an assumed travel speed of 45 miles per hour by the fire apparatus. The 1st due company has an estimated total response time of 7 minutes, 56 seconds. The 2nd due company has an estimated total response time of 9 minutes, 32 seconds. It is unlikely the standard of coverage benchmark could be met for single company responses and unlikely the benchmark could be met for a full 1st alarm response which requires 3 engines, 2 Trucks, 1 Rescue and 1 Battalion Chief to arrive on scene within 11 minutes and 24 seconds. An automatic aid agreement for this area is in place with the Battlefield Fire Protection District. *The department expects that it will not currently meet the initial unit or the ERF benchmarks; however, with the addition of new Fire Station 14, the department will meet the initial unit benchmark. This will negatively impact our accreditation.*

5965 and 6057 W Independence - Estimated response time was calculated mathematically with an assumed travel speed of 45 miles per hour by the fire apparatus. The 1st due company has an estimated total response time of 12 minutes, 12 seconds. The 2nd due company has an estimated total response time of 12 minutes, 44 seconds.

It is unlikely the standard of coverage benchmark could be met for single company responses and unlikely the benchmark could be met for a full 1st alarm response which requires 3 engines, 2 Trucks, 1 Rescue and 1 Battalion Chief to arrive on scene within 11 minutes and 24 seconds. An automatic aid agreement for this area is in place with the Battlefield Fire Protection District. *The department expects that it will not currently meet the initial unit or the ERF benchmarks; however, with the addition of new Fire Station 14, the department will meet the initial unit benchmark. This will negatively impact our accreditation.*

5534 W Chestnut

| | | Estimated Total Response Time | Benchmark* | Baseline** |
|---|---|---|---|---|
| 1st Due Company | Station 5 | 7-8 minutes | 6 minutes 20 seconds | 8 minutes 13 seconds |
| Total Effective Response Force | Station 5,13,8,2,1 | 13-14 minutes | 10 minutes 20 seconds | 13 minutes 18 seconds |

5965 and 6057 W Independence

| | | Estimated Total Response Time | Benchmark* | Baseline** |
|---|---|---|---|---|
| 1st Due Company | Station 5 | 12-13 minutes | 6 minutes 20 seconds | 8 minutes 13 seconds |
| Total Effective Response Force | Station 5,13,8,2,1 | 17-18 minutes | 10 minutes 20 seconds | 13 minutes 18 seconds |

**Water Supply** – 5534 W Chestnut - Existing area is served by multiple CU water mains, but the existing structure on the property is more than 850 feet from a hydrant. A 12" PVC water main borders the property and it is recommended to have a hydrant installed as a requirement of annexation. *The Fire Department does not have concerns about the water supply for this proposed annexation as all new development must meet fire flow and Fire Code requirements for consistent with the requirements of the development.*

5965 and 6057 W Independence - Existing area is not served by any CU water mains. Closest CU water main is located north of the Allison Sprots Town property. This is a dead end 12" main and is 1000 feet from the northeast property line of 5965 W. Independence. *The Fire Department does not have concerns about the water supply for this proposed annexation as all new development must meet fire flow and Fire Code requirements for consistent with the requirements of the development.*

**Impact –** The area of proposed annexation is unknown currently. *The Fire Department does not have any concerns regarding the impact to daily service requirements.*

**Fire Department Recommendation:** *Based upon all relevant factors, the Fire Department is supportive of this annexation.*

7. 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 |
|---|---|---|---|---|---|---|
| **5534 W Chestnut St** | Wilsons Creek | No | No | No | Yes | No |
| **5965 W Independence Dr** | Sac River | No | No | No | Yes | No |
| **6057 W Independence Dr** | Sac River | No | No | No | 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**

All three parcels will require a Stormwater analysis for designing and building a Stormwater Control Measure to meet flood control requirements. A Fee in lieu of detention application is not supported due to the downstream flooding issues and downstream sinkholes.

**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 CHANNEL & STREAM BUFFERS**

N/A

**SINKHOLES & KARST FEATURES**

1. 5534 W Chestnut St has a known lidar detected sinkhole in the SW corner. The Sinkhole was reported through the Greene County GIS updates. No report or Geotech evaluation has been completed on it. Future development of site will need a Geotech evaluation completed for buildings, pavement, or drainage improvements.

2. 5965 and 6057 W Independence Dr do not have lidar detected or reported sinkholes through Greene County. The site is within the watershed area of sinkholes on the west adjacent properties. Future development of site requires a Geotech evaluation completed for buildings, pavement, or drainage improvements.

8. DEPARTMENT OF PUBLIC WORKS TRAFFIC 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 Independence Drive | Local | MoDOT | 25 | 34 | NA | No | Yes | No |

**ACCESS** - All new or modified access shall comply with current City of Springfield standards for the street classification.

**TRAILS, BUS STOPS, AND ADDITIONAL INFORMATION** – There are no Greenway Trails or Bus Stops near the property.

**IMPROVEMENTS** – No improvements are required for this annexation. A traffic study is not required for this annexation.

**STAFF ANALYSIS AND RECOMMENDATION:**

1. The applicant has petitioned for the City of Springfield to annex approximately 33.54 acres of private property generally located at 5534 W Chestnut Street and 5965 and 6057 W Independence Drive into the city.

2. The *Comprehensive Plan's Land Use & Development* chapter identifies the subject property as being located within City Corridor placetype. City Corridors provide a wide range of shopping, service, entertainment, and employment destinations for both residents and visitors.

3. There are adequate utility and sewer and water facilities existing or that can be provided to serve the property if it is annexed.

4. The area to be annexed is within the City's Urban Service Area and is consistent with its policies.

5. The subject property is in a Priority One strategic annexation area identified in Chapter 6, Growth Areas and Annexation, of the *Forward SGF* Comprehensive Plan.

6. The City will receive property tax revenue upon annexation of the property.

STAFF RECOMMENDATION:

1. Staff recommends approval of the annexation request based on its compatibility with the *Comprehensive Plan's* Annexation policies.

ATTACHMENT 1
Annexation Schedule

ANNEXATION:

City Council public hearing.....August 24, 2026

City Council vote ..... September 8, 2026

## EXPLANATION TO COUNCIL BILL 2026-185 (HOSMER)

**FILED:** 08/31/2026

**ORIGINATING DEPARTMENT:** Environmental Services

**TITLE:** A special ordinance authorizing the issuance of not to exceed $3,358,000 principal amount of Special Obligation Bonds (State of Missouri – Direct Loan Program) Series 2026, of the City of Springfield, Missouri, for the purpose of extending and improving the City's sewerage system; amending the Fiscal Year 2026-2027 budget of the City in the amount of $6,778,000, which includes the bond principal amount, an amount for bond issuance costs and other financing costs, and the federal grant funds; prescribing the form and details of the bonds and the agreements made by the City to facilitate and protect their payment as well as authorizing the execution of such agreements; and prescribing other related matters; and declaring an emergency.

**PURPOSE:** Authorizing the issuance of not to exceed $3,358,000 principal amount of Special Obligation Bonds (State of Missouri – Direct Loan Program) Series 2026 of the City of Springfield, Missouri, for the purpose of extending and improving the City's sewerage system; amending the Fiscal Year 2026-2027 budget of the City in the amount of $6,778,000, which includes the bond principal amount, an amount for bond issuance costs and other financing costs, and the federal grant funds; prescribing the form and details of the bonds and the agreements made by the City to facilitate and protect their payment as well as authorizing the execution of such agreements; and prescribing other related matters; and declaring an emergency.

**BACKGROUND INFORMATION:** Council Resolution 10746, passed February 12, 2024, authorized the City Manager, or his designee, to apply for State Revolving Fund ("SRF") loans up to $5,700,000 from the Missouri Department of Natural Resources ("MDNR"), for the purpose of funding wastewater infrastructure projects required by the Amended Consent Judgement and approved Supplemental Overflow Control Plan ("OCP").

The SRF loan program is administered by MDNR and provides low-interest loans to municipalities for wastewater infrastructure projects. It is a competitive selection process based on evaluation of applications.

The City was awarded an SRF loan, which will provide the City with a source of low-interest funds to complete projects that were identified in the Supplemental OCP approved by City Council in Special Ordinance No. 27480, April 5, 2021. The loan will be repaid through sewer rate fee collection. Provisions for repayment of loans and

bonds were incorporated and anticipated in the establishment of the current sewer rate structure.

The City was also awarded a $2,000,000 Affordability Grant and a $1,420,000 Water Quality Incentive grant in conjunction with the SRF loan to help fund the projects.

Projects to be completed with these funds include the Group 8 Public Sewer Rehabilitation Project, authorized by Council Bill 2026-156. These projects will enhance the City's wastewater collection system to further minimize capacity-related sewer overflows which occur in response to heavy rains. These projects are required according to the terms of the City's Second Amended Consent Judgment.

A budget adjustment of $6,778,000 is requested to appropriate the SRF loan and grant proceeds for funding the projects noted above and any related issuance or other financing costs.

RECOMMENDATIONS: Environmental Services recommends passage of this Council Bill and budget adjustment.

**Submitted By:** Ron Petering, Assistant Director of Environmental Services

**Authorized for inclusion on the agenda pursuant to City Code section 2-33:**
Anita Cotter, City Clerk 09/02/2026

**Attachments:**

1. DNR SRF 2 - Springfield CW DL Ordinance
2. Exhibit A -FORM OF BOND
3. Exhibit B MANDATORY SINKING FUND REDEMPTION SCHEDULE
4. Exhibit C Springfield CW DL Purchase Agreement2
5. Exhibit D Springfield CW DL Escrow Agreement2
6. Exhibit E Grant Agreement Financial Assistance Agreement with Attachments (unsigned)
7. Exhibit F Budget Adjustment
8. Exhibit G OUTSTANDING SYSTEM SPECIAL OBLIGATION BONDS

COUNCIL BILL NO. 2026-_____

SPECIAL ORDINANCE NO. _____

OF THE

CITY COUNCIL

OF THE

CITY OF SPRINGFIELD, MISSOURI

PASSED _____, 2026

_____

AUTHORIZING:

NOT TO EXCEED $3,358,000

SPECIAL OBLIGATION BONDS
(STATE OF MISSOURI – DIRECT LOAN PROGRAM)
SERIES 2026

TABLE OF CONTENTS

Page

ARTICLE I

DEFINITIONS

Section 101. Definition of Words and Terms .....2

ARTICLE II

AUTHORIZATION OF BONDS

Section 201. Authorization of Bonds.....7
Section 202. Security for Bonds .....7
Section 203. Description of Bonds.....8
Section 204. Designation of Paying Agent .....8
Section 205. Method and Place of Payment of Bonds .....8
Section 206. Registration, Transfer and Exchange of Bonds .....9
Section 207. Execution, Authentication and Delivery of Bonds .....9
Section 208. Mutilated, Destroyed, Lost and Stolen Bonds.....10
Section 209. Cancellation and Destruction of Bonds Upon Payment.....10
Section 210. Sale of the Bonds; Authorization and Execution of Documents .....10
Section 211. Administrative Fee and Paying Agent's Fee.....11

ARTICLE III

REDEMPTION OF BONDS

Section 301. Optional Redemption .....11
Section 302. Mandatory Redemption Provisions.....11
Section 303. Revisions to Exhibit B; Selection of Bonds Upon Partial Redemption....12
Section 304. Notice and Effect of Call for Redemption.....12

ARTICLE IV

RATIFICATION AND ESTABLISHMENT OF FUNDS AND ACCOUNTS

Section 401. Ratification and Establishment of Funds and Accounts.....13
Section 402. Administration of Funds and Accounts .....13
Section 403. Deposits and Application of Bond Proceeds.....14

ARTICLE V

APPLICATION OF REVENUES

Section 501. Revenue Fund ....14
Section 502. Application of Moneys in Funds and Accounts ....14
Section 503. Deficiency of Payments into Funds and Accounts....17
Section 504. Transfer of Funds to Paying Agent ....17
Section 505. Business Days ....17

ARTICLE VI

INVESTMENT OF MONEYS

Section 601. Investment of Moneys....17

ARTICLE VII

PARTICULAR COVENANTS OF THE CITY

Section 701. Efficient and Economical Operation; User Charge Ordinance....18
Section 702. Rate Covenant....18
Section 703. Reasonable Charges for all Services ....18
Section 704. Annual Budget ....18
Section 705. Annual Audit ....18
Section 706. Performance of Duties ....19

ARTICLE VIII

ADDITIONAL BONDS

Section 801. Additional Bonds or Obligations....19
Section 802. Refunding Bonds ....20

ARTICLE IX

DEFAULT AND REMEDIES

Section 901. Events of Default ....21
Section 902. Remedies....21
Section 903. Limitation on Rights of Owners....21
Section 904. Remedies Cumulative....21
Section 905. No Obligation to Appropriate Moneys or to Levy Taxes ....22

ARTICLE X

DEFEASANCE

Section 1001. Defeasance ..... 22

ARTICLE XI

AMENDMENTS

Section 1101. Amendments ..... 22

ARTICLE XII

MISCELLANEOUS PROVISIONS

Section 1201. Further Authority ..... 23
Section 1202. Budget Adjustment for Fiscal Year Ending June 30, 2027; Accounting ..... 23
Section 1203. Electronic Transactions ..... 23
Section 1204. Severability ..... 23
Section 1205. Governing Law ..... 23
Section 1206. Declaration of Emergency; Effective Date ..... 23

Passage ..... 24

Exhibit A. Form of Bond
Exhibit B. Mandatory Sinking Fund Redemption Schedule
Exhibit C. Purchase Agreement
Exhibit D. Escrow Agreement
Exhibit E. Grant Agreement
Exhibit F. Budget Adjustment No. _____
Exhibit G. Outstanding System Special Obligation Bonds

Pub. Imp. _____
Govt. Grnt. _____
Emer. _____
P. Hrngs. _____
Pages _____
Filed 08-18-26

Sponsored by: Hosmer

First Reading: _____ Second Reading: _____

COUNCIL BILL 2026-185 SPECIAL ORDINANCE _____

AN ORDINANCE

AUTHORIZING the issuance of not to exceed $3,358,000 principal amount of Special Obligation Bonds (State of Missouri – Direct Loan Program) Series 2026, of the City of Springfield, Missouri, for the purpose of extending and improving the City's sewerage system; amending the Fiscal Year 2026-2027 budget of the City in the amount of $6,778,000, which includes the bond principal amount, an amount for bond issuance costs and other financing costs, and the federal grant funds; prescribing the form and details of the bonds and the agreements made by the City to facilitate and protect their payment as well as authorizing the execution of such agreements; and prescribing other related matters; and declaring an emergency.

WHEREAS, the City of Springfield, Missouri (the "City"), is a constitutional home-rule charter city organized and existing under the Constitution and laws of the State of Missouri and the City's Charter; and

WHEREAS, the City now owns and operates a revenue producing sewerage system, serving the City, its inhabitants and others within its service area, including connected and related appurtenances and facilities and extensions, improvements, additions and enlargements made or acquired by the City after the date of this Ordinance (the "System"); and

WHEREAS, the City desires to construct certain improvements to the System (the "Project"), such improvements to be financed by the issuance by the City pursuant to this Ordinance of its Special Obligation Bonds (State of Missouri – Direct Loan Program) Series 2026 (the "Bonds") in the maximum principal amount of $3,358,000 (the "Maximum Principal Amount"); and

WHEREAS, to provide for the most cost-effective financing of the Project, the City desires to participate in the State of Missouri Clean Water State Revolving Fund Direct

Loan Program (the "CWSRF Direct Loan Program") of the Missouri Department of Natural Resources ("DNR") and the Clean Water Commission of the State of Missouri (the "Commission"); and

WHEREAS, in connection with the Project, the Commission has approved (a) a loan to the City to be made by DNR pursuant to a Purchase Agreement (the "Purchase Agreement") by and between the City and DNR (the "Loan") and (b) a grant to the City in the maximum amount of $3,420,000.00 (the "Grant") to be administered by DNR pursuant to a Grant Agreement (the "Grant Agreement") by and between the City and DNR; and

WHEREAS, in order to evidence the Loan, it is hereby found and determined that it is necessary and advisable and in the best interest of the City and its inhabitants that the City issue its Special Obligation Bonds (State of Missouri – Direct Loan Program) Series 2026 (the "Bonds") in the maximum principal amount of $3,358,000 pursuant to this Ordinance; and

WHEREAS, the City is authorized under its Charter, the Constitution and laws of the State of Missouri (collectively, the "Act") to issue and sell special obligation bonds for the purpose of paying all or part of the cost of extending and improving the System, with the principal of and interest on said bonds payable solely from funds annually appropriated by the City from sources available for such purpose including, but not limited to, Net Revenues (as defined herein) following all required payments and deposits related to System Revenue Bonds (as defined herein); and

WHEREAS, the City has previously issued and has outstanding one or more series of special obligation bonds payable from funds annually appropriated by the City from sources available for such purpose including, but not limited to, Net Revenues following all required payments and deposits related to System Revenue Bonds (collectively, the "Outstanding System Special Obligation Bonds") pursuant to one or more ordinances (collectively, the "Outstanding System Special Obligation Bond Ordinance"), all as further identified in Exhibit G hereto; and

WHEREAS, under the provisions of the Outstanding System Special Obligation Bond Ordinance, the City may issue additional System Special Obligation Bonds (as defined herein) only if certain conditions are met; and

WHEREAS, there are currently no System Revenue Bonds outstanding; and

WHEREAS, it is hereby found and determined that it is necessary and advisable and in the best interest of the City and its inhabitants that special obligation bonds be issued and secured in the form and manner provided in this Ordinance and be sold to DNR under the CWSRF Direct Loan Program, and to provide the remainder of costs of extending and improving the System that may be required from subsequent issues of bonds, grants or funds of the City otherwise available.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SPRINGFIELD, AS FOLLOWS:

## ARTICLE I

## DEFINITIONS

Section 101. Definition of Words and Terms. Capitalized words and terms not otherwise defined in this Ordinance have the meanings set forth in the Purchase Agreement and the Escrow Agreement (each as defined below). In addition to the foregoing and words and terms defined in the Recitals and elsewhere in this Ordinance, capitalized words and terms have the following meanings in this Ordinance:

"Administrative Expense Fund" means the fund designated as such and established by Section 4 of the Escrow Agreement. The Administrative Expense Fund does not constitute part of the CWSRF Direct Loan Program.

"Administrative Fee" means the semiannual administrative fee of DNR equal to 0.25% of the aggregate amount of the Bonds Outstanding as of each Administrative Fee Calculation Date (including the final maturity date of the Bonds), payable to the Paying Agent within 30 days after the City's receipt of a statement from the Paying Agent for deposit to the Administrative Expense Fund and subsequent transfers to DNR as described in Section 9 of the Escrow Agreement.

"Administrative Fee Calculation Date" means the Business Day preceding each Principal Payment Date.

"Authority" means the State Environmental Improvement and Energy Resources Authority, a body corporate and politic and a governmental instrumentality of the State.

"Authorized Representative" means the representative of the City designated as such by the City in accordance with the Regulations.

"BABs Interest Subsidy Payments" means any payments to be received by the City from the U.S. Department of the Treasury under Section 54AA or Section 6431 of the Internal Revenue Code of 1986, as amended, in connection with the payments of interest on System Revenue Bonds.

"Bond Debt Service" means the amount of the principal of and interest due on the Bonds on the date of calculation required in this Ordinance.

"Bond Register" means the books for the registration, transfer and exchange of Bonds kept at the office of the Paying Agent.

"Bonds" means the Special Obligation Bonds (State of Missouri – Direct Loan Program) Series 2026, authorized and issued under this Ordinance.

"Closing Date" means the date of the initial issuance and delivery of the Bonds.

"Construction Fund" means the Construction Fund established by Section 4 of the Escrow Agreement.

"Consultant" means the Consulting Engineer, a registered municipal advisor, an independent certified public accountant or a firm of independent certified public accountants.

"Consulting Engineer" means each independent engineer or engineering firm with experience in designing and constructing wastewater treatment, sanitary sewerage, water pollution control facilities and retained by the City.

"Cumulative Principal Amount Outstanding" means the sum of (a) the purchase price of the Bonds paid by the Owner to the Paying Agent on the Closing Date in accordance with the Purchase Agreement and deposited into the funds pursuant to Section 403, plus (b) each additional Purchase Price Installment, as notated on the Bonds by the Paying Agent, less (c) the principal amount redeemed pursuant to Article III.

"Current Expenses" means all reasonable and necessary expenses of ownership, operation, maintenance and repair of the System and keeping the System in good repair and working order, determined in accordance with accounting principles generally accepted in the United States of America, including current maintenance charges, expenses of reasonable upkeep and repairs, salaries, wages, costs of materials and supplies, Administrative Fee, paying agent fees and expenses, annual audits, periodic Consultant's reports, properly allocated share of charges for insurance, the cost of purchased water, gas and power, obligations (other than for borrowed money or for rents payable under financing leases) incurred in the ordinary course of business, liabilities incurred by endorsement for collection or deposit of checks or drafts received in the ordinary course of business, short-term obligations incurred and payable within a particular Fiscal Year, obligations incurred for the purpose of leasing (pursuant to a true or operating lease) equipment, fixtures, inventory or other personal property, and all other expenses incident to the ownership and operation of the System, but excluding interest paid on, and swap, hedge or other interest-like payments made with respect to, System Revenue Bonds and System Special Obligation Bonds, depreciation, amortization and other noncash charges (including payments into the Depreciation and Replacement Account), and all general administrative expenses of the City not related to the operation of the System.

"Debt Service Fund" means the Debt Service Fund established by Section 4 of the Escrow Agreement.

"Defeasance Securities" means:

(a) Federal Securities;

(b) obligations of the Resolution Funding Corporation or any successor, but only if the use of the obligations to pay and discharge Bonds pursuant to Article X will cause the discharged Bonds to be rated in the highest long-term category by the Rating Agency; or

(c) obligations of any state of the United States of America or of any agency, instrumentality or local government unit of any state that:

(i) are not callable at the option of the obligor prior to maturity or for which irrevocable instructions have been given by the obligor to call on the date specified in the instructions, and

(ii) are fully secured as to principal, redemption premium and interest by a fund, consisting of cash or Federal Securities, that:

(A) may be applied only to the payment of principal, redemption premium and interest on the obligations, and

(B) is sufficient, as verified by an independent certified public accountant, to pay the principal, redemption premium and interest on the obligations.

"Depreciation and Replacement Account" means the fund or account designated as such and created or ratified by Section 401.

"Escrow Agreement" means the Escrow Trust Agreement between the City and the Paying Agent, as supplemented, modified or amended in accordance with its terms, related to the Bonds.

"Federal Securities" means any direct obligation of, or obligation the timely payment of the principal of and interest on which is unconditionally guaranteed by, the United States of America and backed by its full faith and credit.

"Funds Transfer Method" means electronic transfer in immediately available funds, automated clearing house (ACH) funds, or other method approved by DNR at the written request of the City with written notice to the Paying Agent.

"Grant" means the Grant made by DNR to the City pursuant to the Grant Agreement, in the maximum amount of $1,500,000 (or such higher amount as may be approved by the Commission and DNR), funded in installments.

"Grant Agreement" means the Financial Assistance Agreement dated on or prior to the Closing Date, between the City and DNR, together with all related attachments, as supplemented, modified or amended by the City and DNR.

"Interest Payment Date" means each January 1 and July 1, commencing January 1, 2027.

"Interest Rate" means the annual rate equal to 30% of the Revenue Bond Index as published in *The Bond Buyer* most recently prior to the Closing Date, rounded up to the nearest 0.01%.

"Investment Securities" means any securities or investments that are legal for the investment of funds of the City at the time of purchase.

"Net Revenues" means Revenues less Current Expenses.

"Operation and Maintenance Account" means the fund or account designated as such and created or ratified by Section 401.

"Ordinance" means this Ordinance as from time to time amended in accordance with its terms.

"Outstanding" means, as of the date of determination, all Bonds issued and delivered under this Ordinance, except:

(1) Bonds canceled by the Paying Agent or delivered to the Paying Agent for cancellation;

(2) Bonds for the payment of the principal or redemption price of and interest on which money or Defeasance Securities are held under Section 1001;

(3) Bonds in exchange for which, or in lieu of which, other Bonds have been registered and delivered pursuant to this Ordinance; and

(4) Bonds allegedly mutilated, destroyed, lost, or stolen and paid under Section 208.

"Owner" means DNR or any assignee, successor or transferee of DNR.

"Paying Agent" means UMB Bank, N.A., the paying agent and escrow agent, and its successors and assigns acting at any time as Paying Agent and Escrow Agent under this Ordinance and the Escrow Agreement.

"Principal Payment Date" means each January 1 and July 1, commencing July 1, 2028, and any date on which all or part of the Bonds are optionally redeemed in accordance with Section 301.

"Purchase Agreement" means the Purchase Agreement between the City and DNR, as supplemented, modified or amended in accordance with its terms, related to the Bonds.

"Purchase Price Installment" means the amount paid by DNR from time to time in accordance with Section 3.3 of the Purchase Agreement and deposited in the Construction Fund or otherwise in accordance with Section 403.

"Quarterly Payment Date" means each March 15, June 15, September 15 and December 15, commencing December 15, 2026.

"Rating Agency" means Moody's Investors Service, Inc. or S&P Global Ratings, a division of S&P Global Inc., and their respective successors.

"Record Date" means the 25th day (whether or not a Business Day) of the calendar month next preceding the applicable Interest Payment Date.

"Repayment Fund" means the fund designated as such and established by Section 4 of the Escrow Agreement. The Repayment Fund does not constitute part of the CWSRF Direct Loan Program.

"Revenue Fund" means the fund or account designated as such and created or ratified by Section 401.

"Revenues" means all income and revenues derived by the City from the System, including investment and rental income, net proceeds from business interruption insurance, sales tax revenues and/or other moneys that have been annually appropriated by the City or that are limited solely to the payment of improvements to or expenses of the System, and any amounts deposited in escrow in connection with the acquisition, construction, remodeling, renovation and equipping of facilities to be applied during the period of determination to pay interest on System Revenue Bonds and System Special Obligation Bonds, but excluding any profits or losses on the early extinguishment of debt or on the sale or other disposition of investments or fixed or capital assets not in the ordinary course of business.

"SRF Program" means the Missouri Leveraged State Drinking Water Revolving Fund Program, the Missouri Leveraged State Water Pollution Control Revolving Fund Program, the State of Missouri Drinking Water State Revolving Fund Direct Loan Program, and/or the State of Missouri Clean Water State Revolving Fund Direct Loan Program.

"SRF Subsidy" means, with respect to any bonds of the City issued through the SRF Program, the amount of investment earnings that will accrue on the reserve fund established for such bonds during the Fiscal Year and allocable to the City.

"State" means the State of Missouri.

"Stated Maturity" means July 1, 2047, the final maturity date of the Bonds; provided, however, that such date shall be subject to change pursuant to Section 302 hereof and Section 3.4 of the Purchase Agreement.

"Subsidy Payments" means funds received (or with respect to Section 801(a)(2)(B) funds that are reasonably expected to be received) by the City that either (a) must be used or (b) have been used (or with respect to Section 801(a)(2)(B) are reasonably expected to be used) to reduce the interest or principal payments on System Revenue Bonds. Such Subsidy Payments would include, but are not limited to, BABs Interest Subsidy Payments, SRF Subsidy and other payments received by the City through a federal or State program.

"Surplus Account" means the fund or account created or ratified in Section 401.

"System Special Obligation Bonds" means, collectively, the Bonds, the Outstanding System Special Obligation Bonds and all other revenue bonds or obligations issued by or on behalf of the City to improve the System and payable solely from funds annually appropriated by the City from sources available for such purpose including, but not limited to, Net Revenues following all required payments and deposits related to System Revenue Bonds.

"System Revenue Bonds" means any revenue bonds or obligations issued by or on behalf of the City that are payable solely from, and secured by a priority pledge of, the Net Revenues.

"User Charge Ordinance" means Article VI of Chapter 120 of the Code of the City of Springfield, Missouri, as amended, supplemented or replaced.

## ARTICLE II

## AUTHORIZATION OF BONDS

Section 201. Authorization of Bonds. The Bonds are authorized and directed to be issued in the Maximum Principal Amount subject to the terms and for the purposes of this Ordinance. Upon the Completion of Funding pursuant to the Purchase Agreement, the principal amount of the Bonds issued under this Ordinance will be the Cumulative Principal Amount Outstanding as of the Completion of Funding plus the principal amount previously redeemed pursuant to Article III.

Section 202. Security for Bonds.

(a) The Bonds are special, limited obligations of the City payable solely from funds annually appropriated by the City from sources available for such purpose to be deposited in the applicable account of the Repayment Fund. The obligation of the City to make payments into the Repayment Fund and any other obligations of the City to make payments under this Ordinance do not constitute a general obligation or indebtedness of the City for which the City is obligated to levy or pledge any form of taxation, or for which the City has levied or pledged any form of taxation and shall not be construed to be a debt of the City in contravention of any applicable constitutional, statutory or Charter

limitation or requirement but in each Fiscal Year shall be payable solely from the amounts pledged or appropriated therefor (1) out of the income and revenues provided for such year plus (2) any unencumbered balances for previous years. Subject to the preceding sentence, the obligations of the City to make payments hereunder and to perform and observe any other covenant and agreement contained herein shall be absolute and unconditional. It is anticipated that the Bonds will be paid from Net Revenues appropriated by the City following all required payments and deposits related to any outstanding System Revenue Bonds.

(b) The City Council hereby directs that, subject to subsection (a) above, the City Manager, the Director of Finance or any other officer of the City at any time charged with the responsibility of formulating budget proposals to (i) include in each annual budget a request for an appropriation of the amount necessary (after taking into account any moneys legally available for such purpose) to pay debt service on the Bonds, to fund the Depreciation and Replacement Account, to make required deposits to the Administrative Expense Fund and to make all other payments as required in this Ordinance and (ii) take such further action (or cause the same to be taken) as may be necessary or desirable to assure the availability of appropriated moneys to pay debt service on the Bonds, to fund the Depreciation and Replacement Account, to make required deposits to the Administrative Expense Fund and to make all other payments as required in this Ordinance. The City shall promptly deliver to the Owner a copy of its annual budget pursuant to Section 704. The foregoing provisions shall not be construed to impose any legal obligation on the City to appropriate moneys for the payment of the Bonds.

Section 203. Description of Bonds. The Bonds consist of fully-registered bonds numbered from R-1 consecutively upward, in the denomination of $100,000 or any integral multiple of $0.01 in excess thereof, or if the principal amount of the Bonds is less than $100,000, then an amount equal to the principal amount of the Bonds. The Bonds will be issued in substantially the form of Exhibit A and will be registered, transferred and exchanged as provided in Section 206. The Bonds are dated as of the Closing Date. The Bonds will mature and become due on the Stated Maturity (subject to optional and mandatory redemption prior to Stated Maturity as provided in Article III). The Bonds will bear interest on the Cumulative Principal Amount Outstanding at the Interest Rate from the Closing Date and the date of receipt of each Purchase Price Installment by the Paying Agent pursuant to the Purchase Agreement (as set forth on Schedule A to a Bond) or from the most recent Interest Payment Date to which interest has been paid or provided for. Interest is computed on the basis of a 360-day year of twelve 30-day months and is payable on each Interest Payment Date.

Section 204. Designation of Paying Agent. The City has designated the Paying Agent as the City's paying agent for the payment of the principal of and interest on the Bonds, bond registrar for the registration, transfer and exchange of Bonds and escrow agent with respect to the funds and accounts established with the Paying Agent under the Escrow Agreement.

Section 205. Method and Place of Payment of Bonds.

(a) Payment of the Bonds will be made with any coin or currency that is legal tender for the payment of debts due the United States of America on the payment date.

(b) The payment of the principal of and redemption premium, if any, payable on each Bond at Stated Maturity or upon earlier redemption and the interest payable on each Bond on any Interest Payment Date will be made by check or draft mailed by the Paying Agent to the address of the Owner shown in the Bond Register. The principal of and redemption premium, if any, and interest on the Bonds is also payable by electronic transfer in immediately available federal funds to a bank in the continental United States of America pursuant to instructions from any Owner received by the Paying Agent prior to the Record Date.

(c) Payments of principal on the Bonds pursuant to Article III may be made directly to the Owner without surrender of any Bond to the Paying Agent. Accordingly, any transferee of a Bond should verify with the Paying Agent the principal of the Bond outstanding prior to such purchase or transfer, and the records of the Paying Agent shall be conclusive for such purposes.

(d) The Paying Agent will keep a record of payment of the principal, redemption premium, if any, and interest on all Bonds and, at least annually, at the written request of the City, will forward a copy or summary of the record of payments to the City.

(e) The Bonds will be held by the Paying Agent in trust for each Owner, unless the Paying Agent is otherwise directed in writing by an Owner.

Section 206. Registration, Transfer and Exchange of Bonds.

(a) The City will cause the Paying Agent to keep the Bond Register. Each Bond when issued will be registered in the name of the Owner on the Bond Register. Bonds will be transferred and exchanged only upon the Bond Register.

(b) Upon surrender of any Bond at the payment office of the Paying Agent in St. Louis, Missouri (or other office designated by the Paying Agent), the Paying Agent will transfer or exchange the Bond for a new Bond or Bonds in any authorized denomination of the same Stated Maturity and in the same aggregate principal amount as the Bond that was presented for transfer or exchange. All Bonds presented for transfer or exchange must be accompanied by a written instrument of transfer or authorization for exchange, in a form and with guarantee of signature satisfactory to the Paying Agent, duly executed by the Owner or by the Owner's authorized agent. All Bonds presented for transfer or exchange must be surrendered to the Paying Agent for cancellation.

(c) For every exchange or transfer of Bonds the City or the Paying Agent may levy a charge sufficient to reimburse it for any tax, fee or other governmental charge required to be paid for the exchange or transfer. The person requesting the exchange or

transfer must pay the charge. Payment of the charge is a condition precedent to the exchange or transfer. If any Owner fails to provide a correct taxpayer identification number to the Paying Agent, the Paying Agent may make a charge against the Owner sufficient to pay any governmental charge required to be paid as a result of such failure. In compliance with Section 3406 of the Internal Revenue Code of 1986, as amended, this amount may be deducted by the Paying Agent from amounts payable to the Owner under this Ordinance and the Bonds.

(d) The City and the Paying Agent will treat the person in whose name any Bond is registered on the Bond Register as the absolute owner of the Bond, whether or not payment of the Bond is overdue, for the purpose of receiving payment of the principal of, redemption premium, if any, and interest on the Bond and for all other purposes. All payments made to any Owner or upon the Owner's order will be valid and effective to satisfy and discharge the City's liability for payment of the Bond to the extent of the sum or sums paid. Neither the City nor the Paying Agent will be affected by any notice to the contrary.

(e) At reasonable times and under reasonable rules established by the Paying Agent, the Owners of 25% or more in principal amount of the Outstanding Bonds, or their representative designated in a manner satisfactory to the Paying Agent, may inspect and copy the Bond Register.

Section 207. Execution, Authentication and Delivery of Bonds.

(a) Each Bond must be signed by the manual or facsimile signature of the Mayor and attested by the manual or facsimile signature of the City Clerk, and have the official seal of the City affixed or imprinted thereon. If any officer whose manual or facsimile signature appears on any Bond ceases to be an officer before the delivery of any Bond signed by the officer, the manual or facsimile signature on the Bond will be valid and sufficient for all purposes of this Ordinance.

(b) The Mayor and the City Clerk are directed to prepare and execute the Bonds as specified in this Article, and when executed, to deliver the Bonds to the Paying Agent for authentication. Each Bond will be authenticated by any authorized signatory of the Paying Agent. No Bond is entitled to any security or benefit under this Ordinance or is valid or obligatory for any purpose until authenticated by the Paying Agent.

(c) Prior to the Completion of Funding, promptly upon the receipt by the Paying Agent of each Purchase Price Installment paid by the Owner in accordance with the Purchase Agreement, an authorized signatory of the Paying Agent will endorse Schedule A to a Bond with the date of receipt of the Purchase Price Installment, the amount of the Purchase Price Installment and the resulting Cumulative Principal Amount Outstanding. No further entries to Schedule A will be made after the Completion of Funding related to Purchase Price Installments.

Section 208. Mutilated, Destroyed, Lost and Stolen Bonds.

(a) If (i) any mutilated Bond is surrendered to the Paying Agent, or the City and the Paying Agent receive evidence to their satisfaction of the mutilation, destruction, loss or theft of any Bond, and (ii) there is delivered to the City and the Paying Agent security or indemnity as required by them, in the absence of notice to the City or the Paying Agent that the Bond has been acquired by a bona fide purchaser, the City will execute and the Paying Agent will register and deliver, in exchange for or in lieu of any mutilated, destroyed, lost or stolen Bond, a new Bond of the same Stated Maturity and of like tenor and principal amount. If the Bond has become or is about to become due, the City may pay the Bond instead of issuing a new Bond.

(b) Upon the issuance of any new Bond under this Section, the City or the Paying Agent may require the payment by the Owner of a sum sufficient to cover any tax or other governmental charge imposed and any other expenses (including the fees and expenses of the Paying Agent) connected with the issuance of the Bond.

(c) Every new Bond issued pursuant to this Section in lieu of any mutilated, destroyed, lost or stolen Bond will constitute a replacement of the prior obligation of the City, whether or not the mutilated, destroyed, lost or stolen Bond is enforceable by anyone at any time, and will be entitled to all the benefits of this Ordinance equally and ratably with all other Outstanding Bonds.

Section 209. Cancellation and Destruction of Bonds Upon Payment. All Bonds that have been paid or redeemed or that have otherwise been surrendered to the Paying Agent, either at or before Stated Maturity, will be canceled immediately upon the payment or redemption and the Paying Agent's receipt of the Bonds. The Paying Agent will periodically destroy canceled Bonds. If requested by the City, the Paying Agent will execute a certificate describing the destroyed Bonds and file an executed counterpart of the certificate with the City.

Section 210. Sale of the Bonds; Authorization and Execution of Documents.

(a) The Bonds will be sold to the Owner at the purchase price of 100% of the initial Purchase Price Installment paid on the Closing Date plus each Purchase Price Installment made by the Owner thereafter pursuant to Section 3.3 of the Purchase Agreement, without accrued interest.

(b) The City is authorized to enter into the Purchase Agreement, the Escrow Agreement and the Grant Agreement, in substantially the forms presented to the City Council. The City Manager is authorized to execute the Purchase Agreement, the Escrow Agreement and the Grant Agreement, in substantially the forms presented to and approved by the City Council at this meeting (copies of which documents are attached hereto as Exhibit C, Exhibit D and Exhibit E, respectively), for and on behalf of and as the act and deed of the City, with changes approved by the City Manager, which approval will be conclusively evidenced by the signature of the City Manager of the City. The City

Manager is further authorized and directed to execute other documents, certificates and instruments that are necessary or desirable to carry out the intent of this Ordinance. The City Clerk is authorized and directed to attest the execution of the Purchase Agreement, the Escrow Agreement, the Grant Agreement and any other documents, certificates and instruments that are necessary or desirable to carry out the intent of this Ordinance.

Section 211. Administrative Fee and Paying Agent's Fee. Subject to Section 202, the City will pay to the Paying Agent, within 30 days after receipt of a statement from the Paying Agent, (a) the Administrative Fee, and (b) an amount equal to the Paying Agent's fees and expenses as provided in the Escrow Agreement.

## ARTICLE III

## REDEMPTION OF BONDS

Section 301. Optional Redemption. At the option of the City, with the prior written consent of the Owner, Bonds or any portion thereof may be called for redemption and payment prior to the Stated Maturity thereof in whole or in part at any time on or after the 10th anniversary of the Closing Date, at the redemption price of 100% of the principal amount thereof so redeemed plus accrued interest thereon to the date of redemption. If an optional redemption is in part, the principal amount for each Principal Payment Date following the optional redemption will be reduced on a proportionate basis (to the nearest $0.01). If the Bonds or a portion thereof are optionally redeemed prior to the Stated Maturity thereof, the Owner may require the payment by the City of a sum sufficient to cover any professional costs, fees and expenses (including the fees and expenses of the Paying Agent and other consultants (legal, financial or otherwise) of the Owner and the Authority) incurred in connection with the early redemption of the Bonds or any portion thereof.

Section 302. Mandatory Redemption Provisions.

(a) The Bonds are subject to mandatory sinking fund redemption in part, at a redemption price equal to 100% of the principal amount thereof plus accrued interest to the redemption date, on the Principal Payment Dates and in the principal amounts as set forth on Exhibit B.

(b) If upon the Completion of Funding, the Cumulative Principal Amount Outstanding is less than the Maximum Principal Amount (disregarding any scheduled redemptions above that have occurred prior to the Completion of Funding), the principal amount for each Principal Payment Date following the Completion of Funding will be reduced on a proportionate basis (to the nearest $0.01).

(c) If the final date of Initiation of Operations, as certified by the City pursuant to Section 3.4(a) of the Purchase Agreement, will cause the final Principal Payment Date to be more than 20 years from the date of Initiation of Operations, the Stated Maturity of the Bonds will be revised to be not more than 20 years from the certified date of Initiation

of Operations and the principal amount for each remaining Principal Payment Date will be modified on a proportionate basis (to the nearest $0.01).

Section 303. Revisions to Exhibit B; Selection of Bonds Upon Partial Redemption.

(a) Upon the partial redemption of the Bonds pursuant to Section 301 or if Section 302(b) is applicable, the Owner will provide a replacement Exhibit B, reflecting the reductions to the principal amounts, to the Paying Agent and the City, which will be binding on the City absent manifest error and will replace the previous Exhibit B without any further action on the part of the City. The revised Exhibit B is subject to such verification requirements as may be reasonably established by the Paying Agent.

(b) The redemption of the Bonds in part will be reflected in the records maintained by the Paying Agent.

Section 304. Notice and Effect of Call for Redemption.

(a) No notice of the mandatory redemption of Bonds is required to be given. If the Bonds are being optionally redeemed, notice of redemption will be given in the manner described below. Unless waived by any Owner of Bonds to be redeemed, the Paying Agent, on behalf of the City, will give notice by mailing a redemption notice, at least 15 days, but not more than 30 days, prior to the date fixed for redemption, to the Owner of Bonds to be redeemed at the address shown on the Bond Register.

(b) All redemption notices will be dated and include the following information:

(1) the redemption date,

(2) the redemption price, consisting of the principal amount, redemption premium, if any, and interest to the redemption date,

(3) if less than all Outstanding Bonds are to be redeemed, the identification number, if any, Stated Maturity and, in the case of partial redemption of any Bond, the respective principal amounts of the Bonds to be redeemed,

(4) a statement that on the redemption date the redemption price will become due and payable upon each Bond or portion of a Bond called for redemption, and that interest ceases to accrue on the redeemed amount from and after the redemption date, and

(5) the address of the principal office of the Paying Agent where the Bonds must be surrendered for payment of the redemption price.

(c) If notice of redemption has been given or waived, the Bonds or portions to be redeemed will become due and payable on the redemption date at the redemption price specified in the notice. From and after the redemption date (unless the City defaults

in the payment of the redemption price), the called Bonds will cease to bear interest. Upon the surrender of Bonds for payment of the redemption price in accordance with the notice, the Paying Agent will pay the redemption price to the applicable Owners.

## ARTICLE IV

## RATIFICATION AND ESTABLISHMENT OF FUNDS AND ACCOUNTS

Section 401. Ratification and Establishment of Funds and Accounts.

(a) The following separate funds and accounts are created in, or ratified by, this Ordinance and/or the Outstanding System Special Obligation Bond Ordinance:

(1) Sewerage System Revenue Account (the "Revenue Fund");

(2) Sewerage System Operation and Maintenance Account (the "Operation and Maintenance Account");

(3) any debt service fund or account, repayment fund or account, principal account, and interest account established for any series of Outstanding System Special Obligation Bonds under an Outstanding System Special Obligation Bond Ordinance (collectively, the "Outstanding System Bond Debt Service Account");

(4) any debt service reserve fund or account established for any series of Outstanding System Special Obligation Bonds under an Outstanding System Special Obligation Bond Ordinance (collectively, the "Outstanding System Bond Reserve Account");

(5) Sewerage System Depreciation and Replacement Account (the "Depreciation and Replacement Account"); and

(6) Sewerage System Surplus Account (the "Surplus Account").

(b) The City hereby establishes the following special funds and accounts with the Paying Agent under the Escrow Agreement:

(1) the Debt Service Fund;

(2) the Construction Fund;

(3) the Repayment Fund, consisting of the Principal Account and the Interest Account; and

(4) the Administrative Expense Fund.

Section 402. Administration of Funds and Accounts. The funds and accounts described in Section 401(a)(1), (2), (5) and (6) will be maintained and administered by the City under this Ordinance and the Outstanding System Special Obligation Bond Ordinance while any of the Bonds and the Outstanding System Special Obligation Bonds are outstanding. The funds and accounts described in Section 401(a)(3) and (4) will be maintained and administered by or on behalf of the City while the applicable series of Outstanding System Special Obligation Bonds are outstanding. The funds and accounts described in Section 401(b) will be maintained and administered by the Paying Agent pursuant to the Escrow Agreement while the Bonds are Outstanding.

Section 403. Deposits and Application of Bond Proceeds.

(a) The proceeds received from the sale of the Bonds on the Closing Date will be deposited upon the delivery of the Bonds into the Construction Fund and the Administrative Expense Fund as provided in the Escrow Agreement. Thereafter, each Purchase Price Installment will be deposited into the Construction Fund.

(b) Moneys in the Construction Fund will be disbursed to the City for the sole purpose of paying the Eligible Costs of the Project in accordance with the plans and specifications prepared by the Consulting Engineer, previously approved by the City Council and DNR and on file in the office of the City Clerk, including any alterations in or amendments to the plans and specifications approved by the City Council and DNR with the advice of the Consulting Engineer.

(c) Requisitions will be submitted for funding of the Purchase Price Installments and resulting withdrawals from the Construction Fund in accordance with Article III of the Purchase Agreement. Funds will be disbursed from the Administrative Expense Fund as provided in the Escrow Agreement.

## ARTICLE V

## APPLICATION OF REVENUES

Section 501. Revenue Fund. The City covenants and agrees that from and after the delivery of the Bonds and so long as any of the Bonds remain outstanding and unpaid, all Revenues derived and collected by the City will be deposited into the Revenue Fund when received. The Revenues will be segregated from all other moneys, revenues, funds and accounts of the City. The Revenue Fund will be administered and applied solely for the purposes and in the manner provided in the Outstanding System Special Obligation Bond Ordinance, this Ordinance and any ordinance with respect to System Revenue Bonds.

Section 502. Application of Moneys in Funds and Accounts.

(a) The City will apply moneys in the Revenue Fund on the dates, in the amounts and in the order as follows:

(1) *Operation and Maintenance Account.* On the first day of each month, to the Operation and Maintenance Account an amount sufficient to pay the estimated cost of operating and maintaining the System during the month, which amount shall include, subject to annual appropriation, (i) on the dates required by the Outstanding System Special Obligation Bond Ordinance, the amounts required to pay the fees described in the Outstanding System Special Obligation Bond Ordinance, if any, and (ii) on the dates required by Section 211, transfers to the Paying Agent for further deposit to the Administrative Expense Fund, the amounts required to pay the Administrative Fee and the Paying Agent's Fees and expenses;

(2) *Payments Required for System Revenue Bonds*. On the dates required under any ordinance authorizing the issuance of the System Revenue Bonds, to the debt service fund or account, the debt service reserve fund or account and other funds and accounts established or ratified under said ordinance, the amounts as required by said ordinance; and

(3) *Surplus Account*. At the times required under any ordinance authorizing the issuance of the System Revenue Bonds or, so long as there are no System Revenue Bonds outstanding, on each Quarterly Payment Date, the remaining balance to the Surplus Account. Moneys in the Surplus Account are to be expended, subject to Section 502(c), for any lawful purpose in connection with the operation of the System and benefiting the System as determined by the City Council including, but not limited to, the following payments that have been duly appropriated by the City with respect to the Bonds, the Outstanding System Special Obligation Bonds and other System Special Obligation Bonds, together with other legally available funds appropriated by the City for such purpose:

(i) *Repayment Fund and Outstanding System Bond Debt Service Account.* At the times required under the Outstanding System Special Obligation Bond Ordinance, to the Outstanding System Bond Debt Service Account the amount required thereunder and, by the Funds Transfer Method, on each Quarterly Payment Date, to the Paying Agent for credit to the Interest Account and the Principal Account of the Repayment Fund:

(A) to the Interest Account of the Repayment Fund, on December 15, 2026, the total amount of interest due on the Bonds on the next Interest Payment Date, and on each Quarterly Payment Date thereafter, 1/2 of the amount of interest due on the Bonds on the next Interest Payment Date with the balance in the Debt Service Fund and the Interest Account on an Interest Payment Date after the payment of the principal of and interest due on the Bonds on the Interest Payment Date to be credited against the next succeeding Quarterly Payment; provided that prior to the Completion of Funding,

(1) the investment earnings on the Construction Fund for the preceding calendar quarter will be credited against the next Quarterly Payment,

(2) for purposes of the first Quarterly Payment of each Interest Period, the amount of interest due on the next Interest Payment Date will be estimated based upon an expected disbursement schedule for the Interest Period provided by the City to DNR and the Paying Agent, and

(3) for purposes of the second Quarterly Payment of each Interest Period, the interest due on the next Interest Payment Date will be calculated by the Paying Agent based upon Purchase Price Installments funded at least three Business Days prior to the Quarterly Payment Date and the second Quarterly Payment calculated so that the amount on deposit in the Interest Account after receipt of the second Quarterly Payment will equal interest payable on the Bonds on the Interest Payment Date; and

(B) to the Principal Account of the Repayment Fund, on March 15, 2028, and on each Quarterly Payment Date thereafter, 1/2 of the principal due on the Bonds on the next succeeding Principal Payment Date, whether at Stated Maturity or upon mandatory sinking fund redemption. If the Initiation of Operations specified in the certificate delivered by the City under Section 3.5 of the Purchase Agreement is earlier than the expected Initiation of Operations, (i) the first quarterly installment of principal of the Bonds will be paid no later than the Quarterly Payment Date that is not more than 12 months after the Initiation of Operations, and (ii) on the Quarterly Payment Date that is not more than 20 years after the Initiation of Operations (as certified pursuant to Section 3.4 of the Purchase Agreement), all remaining unpaid principal installments of the Bonds will be paid;

(ii) *Debt Service Reserve Account*. After payments and credits required at the time to be made under the provisions of paragraph (i) of this subsection have been made, there shall next be paid and credited to the Outstanding System Bond Reserve Account and any debt service reserve fund or account for any System Special Obligation Bonds issued by the City in the amounts and at the times required under the Outstanding System Special Obligation Bond Ordinance and any other ordinance authorizing the issuance of the System Special Obligation Bonds; and

(iii) *Depreciation and Replacement Account*. After all payments and credits required at the time to be made under the provisions of paragraphs (i) and (ii) of this subsection have been made, there shall next

be paid and credited to the Depreciation and Replacement Account the sum of **$11,617.00 each month**, commencing on the first day of the month following the issuance of the Bonds. Except as provided in Section 503, moneys in the Depreciation and Replacement Account shall be expended and used by the City solely for the purpose of making replacements and repairs in and to the System as set forth in the replacement schedule included in the User Charge Ordinance and as may be necessary to keep the System in good repair and working order and to assure the continued effective and efficient operation thereof. The amounts required to be paid and credited to the Depreciation and Replacement Account shall be in addition to any amounts at the time required to be paid and credited to the Account under the provisions of the Outstanding System Special Obligation Bond Ordinance.

(b) All amounts paid and credited to the Operation and Maintenance Account will be expended solely for the purpose of paying the Current Expenses of the System.

(c) No moneys derived by the City from the System will be diverted to the general governmental or municipal functions of the City.

(d) If the deposits to the Operation and Maintenance Account (the "OM Deposits") required under this Section are greater than the OM Deposits required in the User Charge Ordinance, the OM Deposits under the User Charge Ordinance will be deemed a credit toward OM Deposits required under this Section. If the OM Deposits required under this Section are less than those required in the User Charge Ordinance, OM Deposits under this Section will be deemed a credit to OM Deposits required under the User Charge Ordinance.

Section 503. Deficiency of Payments into Funds and Accounts. Subject to the priority of payments to be made with respect to any System Revenue Bonds to the extent necessary to prevent a default in the payment thereof, if the moneys in the Outstanding System Bond Debt Service Account, the Outstanding System Bond Reserve Account, the Principal Account or the Interest Account are not sufficient to pay the principal of and interest on the Outstanding System Special Obligation Bonds and the Bonds as and when the same become due, the City will apply moneys in the Surplus Account and the Depreciation and Replacement Account, subject to annual appropriation, on a proportionate basis (based upon the outstanding principal amounts of the Bonds and the Outstanding System Special Obligation Bonds) to the Outstanding System Bond Debt Service Account, the Principal Account and the Interest Account to prevent any default in the payment of the principal of and interest on the Outstanding System Special Obligation Bonds and the Bonds.

Section 504. Transfer of Funds to Paying Agent. The Director of Finance is authorized and directed to make the payments to the Principal Account and the Interest Account as provided in Section 502, and, to the extent necessary to prevent a default in the payment of the Bonds, withdrawal from the Surplus Account and from the

Depreciation and Replacement Account as provided in Sections 502 and 503 sums sufficient to pay the Bonds when due, and to forward amounts to the Paying Agent by the Funds Transfer Method that ensures the Paying Agent will have sufficient available funds on or before the second Business Day immediately preceding the dates when payments on the Bonds are due. Upon the payment of all principal and interest on the Bonds, the Paying Agent will return any excess funds to the City. Except as otherwise provided in the Escrow Agreement, all moneys deposited by the City with the Paying Agent are subject to the provisions of this Ordinance.

Section 505. Business Days. If any date for the payment of principal of, or redemption premium, if any, or interest on the Bonds or the taking of any other action hereunder is not a Business Day, then such payment shall be due, or such action shall be taken, on the first Business Day thereafter with the same force and effect as if made on the date fixed for payment or performance.

## ARTICLE VI

## INVESTMENT OF MONEYS

Section 601. Investment of Moneys.

(a) Moneys held in any fund or account referred to in this Ordinance may be invested in Investment Securities; provided, however, that any fund or account held by the Paying Agent shall be invested as provided in Section 11 of the Escrow Agreement. No such investment will be made for a period extending longer than the date when the money invested may be needed. All earnings on any investments held in any fund or account will accrue to the applicable fund or account. In determining the amount held in any fund or account under this Ordinance, obligations will be valued at the lower of cost or market value. If the amount in any fund or account held within the Treasury of the City is greater than the required amount, the City may transfer the excess to the Revenue Fund.

(b) While any of the Outstanding System Special Obligation Bonds are outstanding, any investments made pursuant to this Section are subject to the applicable restrictions in the Outstanding System Special Obligation Bond Ordinance.

## ARTICLE VII

## PARTICULAR COVENANTS OF THE CITY

Section 701. Efficient and Economical Operation; User Charge Ordinance. The City will continuously own and will operate the System in an efficient and economical manner and will keep and maintain the System in good repair and working order. The City has duly approved the User Charge Ordinance and will enforce the provisions thereof.

Section 702. Rate Covenant. The City will fix, establish, maintain and collect rates, fees and charges for the use and services furnished by or through the System to produce income and revenues sufficient to (a) pay the costs of the operation and maintenance of the System; (b) pay the principal of and interest on the Bonds as and when due; (c) enable the City to have in each Fiscal Year Net Revenues of not less than 110% of the amount required to be paid by the City in the Fiscal Year on account of both principal of and interest on all System Revenue Bonds and System Special Obligation Bonds at the time outstanding, provided that (i) interest on any System Revenue Bonds and System Special Obligation Bonds will be reduced by Subsidy Payments, if any, and (ii) principal and/or interest on any System Revenue Bonds and System Special Obligation Bonds will be reduced by amounts deposited in trust or escrowed for the payment thereof with the Owner or commercial bank or trust company located in the State of Missouri having full trust powers and acting as trustee or escrow agent and that are reasonably expected to be used for the payment of principal and/or interest on any System Revenue Bonds or any System Special Obligation Bonds during the calculation period; and (d) provide reasonable and adequate reserves for the payment of the Bonds and the interest thereon and for the protection and benefit of the System as provided in this Ordinance. The City will require the prompt payment of accounts for service rendered by or through the System and will promptly take whatever action is legally permissible to enforce and collect delinquent charges. Each Fiscal Year, the City shall review the rates, fees and charges for the use and services furnished by or through the System and revise such rates, fees and charges as necessary to ensure that the System generates Net Revenues sufficient to meet the requirements of this Section. The enforceability of this Section shall be subject to annual appropriation by the City of amounts sufficient to pay debt service on the Bonds as provided in Section 202.

Section 703. Reasonable Charges for all Services. None of the facilities or services provided by the System will be furnished to any user (excepting the City itself) without a reasonable charge being made therefor. If the income and revenues derived by the City from the System are insufficient to pay the reasonable expenses of operation and maintenance of the System and the principal of and interest on the Bonds when due, the City will pay into the Revenue Fund a fair and reasonable payment in accordance with effective applicable rates and charges for all services or other facilities furnished to the City or any of its departments by the System.

Section 704. Annual Budget. Prior to the commencement of each Fiscal Year, the City will cause a budget setting forth the estimated receipts and expenditures of the System for the next succeeding Fiscal Year to be prepared and filed with the City Clerk. The City Clerk, within 30 days after the end of the current Fiscal Year, will mail a copy of the budget to the Owner. The annual budget will be prepared in accordance with the laws of the State.

Section 705. Annual Audit.

(a) Promptly after the end of each Fiscal Year, the City will cause an audit of the System for the preceding Fiscal Year to be made by a certified public accountant or

firm of certified public accountants employed for that purpose and paid from the Revenues. The annual audit will cover in reasonable detail the operation of the System during the Fiscal Year.

(b) As soon as possible after the completion of the annual audit, the City Council will review the annual audit, and if the annual audit reveals any breach of this Ordinance, the City agrees to promptly cure the breach.

(c) Within 30 days after the acceptance of the audit by the City Council, a copy of the annual audit will be filed in the office of the City Clerk. The annual audit will be open to examination and inspection during normal business hours by any taxpayer, any user of the services of the System, the Owner, or anyone acting for or on behalf of the taxpayer, user or Owner.

(d) The City acknowledges its undertakings set forth in Section 2.1(v) of the Purchase Agreement.

Section 706. Performance of Duties. The City will faithfully and punctually perform all duties and obligations with respect to the operation of the System, including all extensions and improvements thereto, now or hereafter imposed upon the City by the constitution and laws of the State and by the provisions of this Ordinance.

## ARTICLE VIII

## ADDITIONAL BONDS

Section 801. Additional Bonds or Obligations.

(a) Neither the City, nor any entity controlled by or affiliated with the City, will issue any System Revenue Bonds or System Special Obligation Bonds unless the following conditions are met:

(1) the City is not in default in the payment of principal or interest on the Bonds, any System Revenue Bonds or any System Special Obligation Bonds or in making any deposit into the funds and accounts under this Ordinance or any ordinance authorizing the issuance of System Revenue Bonds or System Special Obligation Bonds; and

(2) with respect to the issuance of any System Revenue Bonds, the City provides to the Owner a certificate showing either of the following:

(A) the average annual Net Revenues as set forth in the two most recent annual audits for Fiscal Years preceding the issuance of additional bonds, are at least 110% of the average annual debt service on the System Revenue Bonds and System Special Obligation Bonds, including the additional bonds proposed to be issued, to be paid out of the Net Revenues in all succeeding Fiscal Years. Interest to be paid on any System Revenue

Bonds and System Special Obligation Bonds will be reduced by Subsidy Payments, if any. Principal and/or interest to be paid on any System Revenue Bonds and System Special Obligation Bonds will be reduced by amounts deposited in trust or escrowed for the payment thereof with the Owner or commercial bank or trust company located in the State of Missouri having full trust powers and acting as trustee or escrow agent and that are reasonably expected to be used for the payment of principal and/or interest on any System Revenue Bonds or any System Special Obligation Bonds during the calculation period. If the City has made any increase in rates for the use and services of the System and the increase has not been in effect during all of the two Fiscal Years for which annual audits are available, the City may add to the audited Net Revenues the additional Net Revenues that would have resulted if the rate increase had been in effect for the entire period, as certified by a Consultant; or

(B) the estimated average annual Net Revenues for the two Fiscal Years immediately following the issuance of the additional bonds or, if improvements are to be made to the System with the proceeds of the additional bonds, for the two Fiscal Years immediately following the Fiscal Year in which the improvements to the System being financed by the additional bonds are to be in commercial operation, as certified by a Consultant, is at least 110% of the average annual debt service on the System Revenue Bonds and System Special Obligation Bonds, including the additional bonds proposed to be issued, to be paid out of the Net Revenues in succeeding Fiscal Years following the commencement of commercial operation of the improvements. Interest to be paid on any System Revenue Bonds and System Special Obligation Bonds will be reduced by Subsidy Payments, if any. Principal and/or interest to be paid on any System Revenue Bonds and System Special Obligation Bonds will be reduced by amounts deposited in trust or escrowed for the payment thereof with the Owner or commercial bank or trust company located in the State of Missouri having full trust powers and acting as trustee or escrow agent and that are reasonably expected to be used for the payment of principal and/or interest on any System Revenue Bonds or any System Special Obligation Bonds during the calculation period. In determining the amount of estimated Net Revenues for the purpose of this subsection, a Consultant may adjust the estimated net income and revenues by adding the estimated increase in Net Revenues resulting from any increase in rates for the use and services of the System approved by the City and to become effective during the two Fiscal Years immediately following the Fiscal Year in which the improvements to the System being financed by the additional bonds are to be in commercial operation; and

(3) with respect to the issuance of any System Special Obligation Bonds, the City has obtained the prior written consent of the Authority and the Owner.

(b) If the conditions set forth in this Section are satisfied, the City may, subject to the priority of payments to be made with respect to any System Revenue Bonds, (i) issue additional System Revenue Bonds or System Special Obligation Bonds to be paid from the Net Revenues, (ii) make provision for paying the additional System Revenue Bonds or System Special Obligation Bonds from the Revenue Fund, and (iii) secure the additional System Revenue Bonds or System Special Obligation Bonds by funding reasonable System debt service accounts and debt service reserve accounts from the Net Revenues.

Section 802. Refunding Bonds. The City may, without complying with the provisions of Section 801, refund any of the Bonds in a manner that provides net present value debt service savings to the City.

## ARTICLE IX

## DEFAULT AND REMEDIES

Section 901. Events of Default. If (a) the City defaults in the payment of the principal of or interest on any of the Bonds, or (b) the City or its City Council or any of its officers, agents or employees fails or refuses to comply with any provision of this Ordinance, the Purchase Agreement or the Escrow Agreement or the Constitution or laws of the State related to the Bonds or operation of the System, and such noncompliance continues for a period of 60 days after written notice specifying the non-payment default has been given to the City by the Owner of any Bond then Outstanding, at any time thereafter and while the default continues, the City shall pay to DNR the penalties assessed by DNR in accordance with the Regulations.

Section 902. Remedies.

(a) The provisions of this Ordinance constitute a contract between the City and the Owners of the Bonds. The Owner or Owners of not less than 10% in principal amount of the Bonds at the time Outstanding have the right for the equal benefit and protection of all Owners of Bonds similarly situated:

(1) by any proceeding at law or in equity to enforce the rights of the Owner or Owners against the City and its officers, agents and employees, and to compel the performance by the City of its duties and obligations under this Ordinance, the Constitution and the laws of the State;

(2) by any proceeding at law or in equity to require the City, its officers, agents and employees to account as if they were the trustees of an express trust; and

(3) by any proceeding at law or in equity to enjoin any act or thing that is unlawful or in violation of the rights of the Owners of the Bonds.

(b) Any amounts paid on the Bonds to the Owners will be applied first to interest and second to principal, to the extent due and payable.

Section 903. Limitation on Rights of Owners. No Owner has any right in any manner whatever by the Owner's action to affect, disturb or prejudice the security granted and provided for in, or enforce any right under, this Ordinance, except in the manner provided in this Ordinance. All proceedings at law or in equity will be for the equal benefit of all Owners.

Section 904. Remedies Cumulative. No remedy conferred upon the Owners is intended to be exclusive of any other remedy. Each remedy is in addition to every other remedy and may be exercised without exhausting any other remedy conferred under this Ordinance. No waiver by any Owner of any default or breach of duty or contract of the City under this Ordinance will affect any subsequent default or breach of duty or contract by the City or impair any rights or remedies thereon. No delay or omission of any Owner to exercise any right or power accruing upon any default will impair any right or power or will be construed to be a waiver of any default. Every substantive right and every remedy conferred upon the Owners of the Bonds by this Ordinance may be enforced and exercised from time to time and as often as may be expedient. If any Owner discontinues any proceeding or the decision in the proceeding is against the Owner, the City and the Owners of the Bonds will be restored to their former positions and rights under this Ordinance.

Section 905. No Obligation to Appropriate Moneys or to Levy Taxes. Nothing in this Ordinance imposes any duty or obligation on the City to appropriate moneys for the payment of the Bonds or to levy any taxes either to meet any obligation incurred under this Ordinance or to pay the principal of or interest on the Bonds.

## ARTICLE X

## DEFEASANCE

Section 1001. Defeasance. When any or all of the principal of the Bonds or scheduled interest payments thereon have been paid and discharged, then the requirements contained in this Ordinance and all other rights granted hereby shall terminate with respect to the principal of the Bonds or scheduled interest payments thereon so paid and discharged. Bonds shall be deemed to have been paid and discharged within the meaning of this Ordinance if there shall have been deposited with the Paying Agent, or other bank or trust company located in the State of Missouri, having full trust powers and meeting the requirements of a successor Paying Agent (as set forth in the Escrow Agreement) impressed with a first lien to the Paying Agent for the benefit of the Owners, at or prior to Stated Maturity or redemption date of said Bonds, in trust for and irrevocably appropriated thereto, moneys and/or non-callable Defeasance Securities (the "Defeasance Escrow") which, together with the interest to be earned on any such obligations, will be sufficient for the payment of the principal of said Bonds and interest to accrue to the Stated Maturity or date of redemption, as the case may be, or if default in

such payment shall have occurred on such date, then to the date of the tender of such payments, provided; however, that if any such Bonds shall be redeemed prior to Stated Maturity, (a) the City shall have elected to redeem such Bonds, and (b) either notice of such redemption shall have been given or the City shall have given irrevocable instructions to the Paying Agent to redeem such Bonds; and provided further, however, there shall be filed with the City, the Owner and the Paying Agent (1) an opinion of Bond Counsel to the effect that the conditions for the defeasance of the Bonds pursuant to this Section have been complied with and (2) if the interest on the Defeasance Escrow is to be used to pay debt service on the Bonds at their Stated Maturity or upon redemption, the written report of an independent certified public accountant evidencing the sufficiency of the Defeasance Escrow. Any moneys and obligations which at any time shall be deposited with the Paying Agent, or other bank by or on behalf of the City, for the purpose of paying and discharging any of the Bonds shall be and are hereby assigned, transferred and set over to the Paying Agent or other bank or trust company in trust for the respective Owners of the Bonds, and such moneys shall be and are hereby irrevocably appropriated to the payment and discharge of this Ordinance. All moneys deposited with the Paying Agent or other bank or trust company shall be deemed to be deposited in accordance with and subject to all of the provisions contained in this Ordinance.

## ARTICLE XI

## AMENDMENTS

Section 1101. Amendments.

(a) Any provision of the Bonds or of this Ordinance may be amended by an ordinance with the prior written consent of the Owners. Consent must be evidenced by an instrument executed by the Owners, acknowledged or proved in the manner of a deed to be recorded, and filed with the City Clerk.

(b) No amendment will be effective until (i) the City has delivered to the Owners and the Paying Agent an opinion of Bond Counsel stating that the amendment is permitted by this Ordinance and the Act, complies with their respective terms and is valid and binding upon the City in accordance with its terms, and (ii) the City Clerk has on file a copy of the amendment and all required consents.

## ARTICLE XII

## MISCELLANEOUS PROVISIONS

Section 1201. Further Authority. The officers of the City, including the Mayor, City Manager, City Attorney and the City Clerk, are authorized and directed to execute all documents and take the actions as are necessary or advisable in order to carry out and perform the purposes of this Ordinance and to make ministerial changes in the documents approved by this Ordinance which they may approve. The execution of

any document or taking of any related action constitutes conclusive evidence of the necessity or advisability of the action or change.

Section 1202. Budget Adjustment for Fiscal Year Ending June 30, 2027; Accounting.

(a) The City's budget for the Fiscal Year ending June 30, 2027 is hereby amended in the accounts and in the amounts as shown on Budget Adjustment No. 0009, a copy of which is attached as Exhibit F. The City Council finds that the budget adjustment made in this Section has been recommended by the City Manager and further finds that an emergency exists and the budget adjustment herein made is necessary to meet the pressing need for payment of current expenses of the City government.

(b) The City Manager is directed to cause the appropriate accounting entries to be made in the books and records of the City. If additional funding is required, the Director of Finance is hereby authorized to adjust this appropriation by an amount not to exceed 20% of the sum shown in Exhibit F.

Section 1203. Electronic Transactions. The transactions described in this Ordinance and the Bonds may be conducted and related documents may be stored, received and delivered by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

Section 1204. Severability. If any section or other part of this Ordinance is for any reason held invalid, the invalidity will not affect the validity of the other provisions of this Ordinance.

Section 1205. Governing Law. This Ordinance is governed by and will be construed in accordance with the laws of the State.

Section 1206. Declaration of Emergency; Effective Date. The City Council finds and declares that this Ordinance constitutes an emergency because it pertains to the payment of current expenses of the City. Therefore, this Ordinance is in full force and effect from and after its passage.

Passed at meeting: _____

_____
Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to Form: _____, Assistant City Attorney

Approved for Council Action: _____, City Manager

EXHIBIT A

FORM OF BOND

[THIS BOND IS TRANSFERABLE ONLY TO ANY SUCCESSOR TO THE MISSOURI DEPARTMENT OF NATURAL RESOURCES OR ITS ASSIGNS]

Registered
No. R-_____

Registered
Not to exceed $3,358,000

UNITED STATES OF AMERICA
STATE OF MISSOURI

CITY OF SPRINGFIELD, MISSOURI

SPECIAL OBLIGATION BOND
(STATE OF MISSOURI – DIRECT LOAN PROGRAM)
SERIES 2026

| Closing Date | Interest Rate | Stated Maturity† |
|---|---|---|
| | | July 1, 2047 |

REGISTERED OWNER:
MISSOURI DEPARTMENT OF NATURAL RESOURCES

PRINCIPAL AMOUNT: NOT TO EXCEED THREE MILLION THREE HUNDRED FIFTY-EIGHT THOUSAND DOLLARS

The CITY OF SPRINGFIELD, MISSOURI, a constitutional home-rule city and political subdivision of the State of Missouri (the "City"), for value received, hereby promises to pay to the Owner shown above, or registered assigns, the Cumulative Principal Amount Outstanding set forth on Schedule A to this Bond on the Maturity Date shown above, and to pay interest thereon at the Interest Rate per annum shown above, on January 1 and July 1 in each year, commencing January 1, 2027 (each an "Interest Payment Date"), from the date shown on Schedule A or from the most recent Interest Payment Date to which interest has been paid or duly provided for, computed on the basis of a 360-day year of twelve 30-day months. Terms not otherwise defined in this Bond have the respective meanings as set forth in the Ordinance (as defined below).

The principal of this Bond shall be paid at maturity or upon earlier redemption to the person in whose name this Bond is registered on the Bond Register at the maturity or redemption date thereof, upon presentation and surrender of this Bond at the payment office of UMB Bank, N.A., St. Louis, Missouri (the "Paying Agent"), or such other office

† Subject to change pursuant to Section 302 of the Ordinance and Section 3.4 of the Purchase Agreement.

designated by the Paying Agent. The payment of the principal of and redemption premium, if any, payable on this Bond at maturity or upon earlier redemption and the interest payable on this Bond on any Interest Payment Date will be made by check or draft mailed by the Paying Agent to the address of the Owner shown in the Bond Register. The principal of and redemption premium, if any, and interest on the Bonds is also payable by electronic transfer in immediately available federal funds to a bank in the continental United States of America pursuant to instructions from any Owner received by the Paying Agent prior to the Record Date. The principal of and interest on this Bond is payable in lawful money of the United States of America.

This Bond is one of a duly authorized series of bonds of the City designated "Special Obligation Bonds (State of Missouri – Direct Loan Program) Series 2026" (the "Bonds"), issued by the City for the purpose of extending and improving the sewerage system owned and operated by the City (said system, together with all future improvements and extensions thereto hereafter constructed or acquired by the City, being herein called the "System"), under the authority of and in full compliance with the City's Charter, the Constitution and laws of the State of Missouri and an ordinance duly passed by the City Council of the City (the "Ordinance").

At the option of the City, the Bonds may be called for redemption and payment prior to maturity in whole or in part as provided in the Ordinance.

The Bonds are subject to mandatory redemption and payment prior to maturity pursuant to the mandatory redemption requirements of the Ordinance, at a redemption price equal to 100% of the principal amount plus accrued interest to the redemption date.

Except as otherwise provided in the Ordinance, notice of redemption, unless waived, is to be given by the Paying Agent by mailing an official redemption notice by registered or certified mail at least 15 days, but not more than 30 days, prior to the date fixed for redemption, to the Owner of the Bond or Bonds to be redeemed at the address shown on the Bond Register or at such other address as is furnished in writing by such Owner to the Paying Agent. Notice of redemption having been given or waived as aforesaid, the Bonds or portions of Bonds so to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified, and from and after such date (unless the City shall default in the payment of the redemption price) such Bonds or portions of Bonds shall cease to bear interest.

The Bonds are special, limited obligations of the City payable solely from funds annually appropriated by the City from sources available for such purpose to be deposited in the applicable account of the Repayment Fund. The obligation of the City to make payments into the Repayment Fund and any other obligations of the City to make payments under the Ordinance do not constitute a general obligation or indebtedness of the City for which the City is obligated to levy or pledge any form of taxation, or for which the City has levied or pledged any form of taxation and shall not be construed to be a debt of the City in contravention of any applicable constitutional, statutory or Charter limitation or requirement but in each Fiscal Year shall be payable solely from the amounts pledged or appropriated therefor (1) out of the income and revenues provided for such

year plus (2) any unencumbered balances for previous years. It is anticipated that the Bonds will be paid from Net Revenues appropriated by the City following all required payments and deposits related to any outstanding System Revenue Bonds.

Under the conditions set forth in the Ordinance, the City has the right to issue additional bonds payable from the Net Revenues; provided, however, that such additional bonds may be so issued only in accordance with and subject to the covenants, conditions and restrictions relating thereto set forth in the Ordinance.

The City covenants with the Owner of this Bond to keep and perform all covenants and agreements contained in the Ordinance, and the City will fix, establish, maintain and collect rates, fees and charges for the use and services furnished by or through the System to produce Revenues sufficient to pay the operation and maintenance costs of the System, pay the principal of and interest on the Bonds and provide reasonable and adequate reserve funds. Reference is made to the Ordinance for a description of the agreements made by the City with respect to the collection, segregation and application of the Revenues, the nature and extent of the security for the Bonds, the rights, duties and obligations of the City with respect to the Bonds, and the rights of the Owners.

The Bonds are issuable in the form of fully-registered Bonds in the denomination of $100,000 or any integral multiple of $0.01 in excess thereof, or if the principal amount of the Bonds is less than $100,000, then an amount equal to the principal amount of the Bonds.

This Bond may be transferred or exchanged, as provided in the Ordinance, only upon the registration books kept for that purpose at the above-mentioned office of the Paying Agent, upon surrender of this Bond together with a written instrument of transfer or exchange satisfactory to the Paying Agent duly executed by the Owner or the Owner's duly authorized agent, and thereupon a new Bond or Bonds in any authorized denomination of the same maturity and in the same aggregate principal amount shall be issued to the transferee in exchange therefor as provided in the Ordinance, and upon payment of the charges therein prescribed. The City and the Paying Agent may deem and treat the person in whose name this Bond is registered on the Bond Register as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes.

This Bond will not be valid or be entitled to any security or benefit under the Ordinance until the Paying Agent has executed the Certificate of Authentication.

IT IS HEREBY CERTIFIED AND DECLARED that all acts, conditions and things required to exist, happen and be performed precedent to the issuance of the Bonds have existed, happened and been performed in due time, form and manner as required by law, and that before the issuance of the Bonds, provision has been duly made for the collection, segregation and application of the income and revenues of the System as provided in the Ordinance.

IN WITNESS WHEREOF, the City of Springfield, Missouri, has executed this Bond by causing it to be signed by the manual signature of its Mayor and attested by the manual signature of its City Clerk, and its official seal to be affixed hereto or imprinted hereon.

(SEAL) CITY OF SPRINGFIELD, MISSOURI

ATTEST:

_____ By _____

City Clerk Mayor

CERTIFICATE OF CITY
ATTORNEY

Approved as to form:_____, City Attorney

CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds of the issue described in the within-mentioned Ordinance.

Registration Date: _____

UMB BANK, N.A., Paying Agent

By _____
Authorized Signatory

RECORD OF PRINCIPAL PAYMENTS AND PREPAYMENTS

Under the provisions of the Ordinance, payments of the principal installments of this Bond and partial prepayments of the principal of this Bond will be made directly to the Owner without surrender of this Bond to the Paying Agent. Accordingly, any purchaser or other transferee of this Bond should verify with the Paying Agent the principal of this Bond outstanding prior to such purchase or transfer, and the records of the Paying Agent shall be conclusive for such purposes.

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

_____

(Print or Type Name, Address and Social Security Number or other Taxpayer Identification Number of Transferee)

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints UMB BANK, N.A., agent to transfer the within Bond on the books kept by the Paying Agent for the registration thereof, with full power of substitution in the premises.

Dated: _____.

_____

NOTICE: The signature to this assignment must correspond with the name of the Registered Owner as it appears on the face of the within Bond in every particular.

Medallion Signature Guarantee:

SCHEDULE A

CITY OF SPRINGFIELD, MISSOURI
SPECIAL OBLIGATION BOND
(STATE OF MISSOURI – DIRECT LOAN PROGRAM)
SERIES 2026

CUMULATIVE PRINCIPAL AMOUNT OUTSTANDING

| Date[1] | Purchase Price Installment | Principal Amount Redeemed[2] | Cumulative Principal Amount Outstanding | Authorized Signatory of Paying Agent |
|---|---|---|---|---|
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

(1) Date constitutes date of registration with respect to such portion of the Bond.
(2) Commencing with first Principal Payment Date if prior to Completion of Funding.

EXHIBIT B

MANDATORY SINKING FUND REDEMPTION SCHEDULE

| Redemption Date | Principal Amount† | Redemption Date | Principal Amount† |
|---|---|---|---|
| July 1, 2028 | $70,000 | January 1, 2038 | $86,000 |
| January 1, 2029 | 71,000 | July 1, 2038 | 86,000 |
| July 1, 2029 | 72,000 | January 1, 2039 | 87,000 |
| January 1, 2030 | 73,000 | July 1, 2039 | 88,000 |
| July 1, 2030 | 73,000 | January 1, 2040 | 89,000 |
| January 1, 2031 | 74,000 | July 1, 2040 | 90,000 |
| July 1, 2031 | 75,000 | January 1, 2041 | 91,000 |
| January 1, 2032 | 76,000 | July 1, 2041 | 92,000 |
| July 1, 2032 | 76,000 | January 1, 2042 | 93,000 |
| January 1, 2033 | 77,000 | July 1, 2042 | 94,000 |
| July 1, 2033 | 78,000 | January 1, 2043 | 95,000 |
| January 1, 2034 | 79,000 | July 1, 2043 | 96,000 |
| July 1, 2034 | 80,000 | January 1, 2044 | 97,000 |
| January 1, 2035 | 80,000 | July 1, 2044 | 98,000 |
| July 1, 2035 | 81,000 | January 1, 2045 | 99,000 |
| January 1, 2036 | 82,000 | July 1, 2045 | 100,000 |
| July 1, 2036 | 83,000 | January 1, 2046 | 101,000 |
| January 1, 2037 | 84,000 | July 1, 2046 | 102,000 |
| July 1, 2037 | 85,000 | January 1, 2047 | 103,000 |
| | | July 1, 2047†† | 102,000 |

_____

†Subject to change pursuant to Sections 302 and 303 of the Ordinance

††Stated Maturity; subject to change pursuant to Section 302 of the Ordinance and Section 3.4 of the Purchase Agreement

EXHIBIT C

PURCHASE AGREEMENT

EXHIBIT D

ESCROW AGREEMENT

EXHIBIT E

GRANT AGREEMENT

EXHIBIT F

BUDGET ADJUSTMENT NO. 0009

EXHIBIT G

OUTSTANDING SYSTEM SPECIAL OBLIGATION BONDS

| Name of Bond Issue | Authorizing Ordinance | Date of Bonds | Final Maturity | Amount Issued |
|---|---|---|---|---|
| Special Obligation Bonds (State Revolving Fund Program) Series 2007 | 25156[1] | May 1, 2007 | January 1, 2028 | $7,855,000[2] |
| Special Obligation Bonds (State of Missouri – Direct Loan Program – ARRA) Series 2010 | 25707[3] | January 15, 2010 | July 1, 2030 | Not to Exceed $13,000,000 |
| Special Obligation Bonds (Sewer System Improvement Project), Series 2015 | 26567[4] | May 28, 2015 | April 1, 2035 | $43,140,000 |
| Special Obligation Bonds (State of Missouri – Direct Loan Program) Series 2021 | 27466[5] | March 3, 2021 | January 1, 2041 | Not to Exceed $15,010,000 |
| Special Obligation Refunding Bonds, Series 2022 | 27608[6] | January 20, 2022 | April 1, 2032 | $14,290,000 |
| Special Obligation Bonds (State of Missouri – Direct Loan Program) Series 2023 | 27894[7] | August 30, 2023 | July 1, 2043 | Not to Exceed $4,877,000 |

[1] Adopted March 26, 2007
[2] Special Ordinance No. 25156 authorized an issuance of not to exceed $8,250,000 of the City's Special Obligation Bonds (State Revolving Fund Program) Series 2007. The final amount issued was $7,855,000.
[3] Adopted January 11, 2010
[4] Adopted May 11, 2015.
[5] Adopted February 22, 2021
[6] Adopted November 29, 2021
[7] Adopted August 21, 2023

| | | | | |
|---|---|---|---|---|
| Special Obligation Bonds (State of Missouri – Direct Loan Program) Series 2024 | 28077[8] | December 9, 2024 | January 1, 2039 | Not to Exceed $6,501,000 |

[8] Adopted December 3, 2024

EXHIBIT B

MANDATORY SINKING FUND REDEMPTION SCHEDULE

| Redemption Date | Principal Amount† | Redemption Date | Principal Amount† |
|---|---|---|---|
| July 1, 2028 | $70,000 | January 1, 2038 | $86,000 |
| January 1, 2029 | 71,000 | July 1, 2038 | 86,000 |
| July 1, 2029 | 72,000 | January 1, 2039 | 87,000 |
| January 1, 2030 | 73,000 | July 1, 2039 | 88,000 |
| July 1, 2030 | 73,000 | January 1, 2040 | 89,000 |
| January 1, 2031 | 74,000 | July 1, 2040 | 90,000 |
| July 1, 2031 | 75,000 | January 1, 2041 | 91,000 |
| January 1, 2032 | 76,000 | July 1, 2041 | 92,000 |
| July 1, 2032 | 76,000 | January 1, 2042 | 93,000 |
| January 1, 2033 | 77,000 | July 1, 2042 | 94,000 |
| July 1, 2033 | 78,000 | January 1, 2043 | 95,000 |
| January 1, 2034 | 79,000 | July 1, 2043 | 96,000 |
| July 1, 2034 | 80,000 | January 1, 2044 | 97,000 |
| January 1, 2035 | 80,000 | July 1, 2044 | 98,000 |
| July 1, 2035 | 81,000 | January 1, 2045 | 99,000 |
| January 1, 2036 | 82,000 | July 1, 2045 | 100,000 |
| July 1, 2036 | 83,000 | January 1, 2046 | 101,000 |
| January 1, 2037 | 84,000 | July 1, 2046 | 102,000 |
| July 1, 2037 | 85,000 | January 1, 2047 | 103,000 |
| | | July 1, 2047†† | 102,000 |

_____

†Subject to change pursuant to Sections 302 and 303 of the Ordinance

††Stated Maturity; subject to change pursuant to Section 302 of the Ordinance and Section 3.4 of the Purchase Agreement

EXHIBIT G

OUTSTANDING SYSTEM SPECIAL OBLIGATION BONDS

| Name of Bond Issue | Authorizing Ordinance | Date of Bonds | Final Maturity | Amount Issued |
|---|---|---|---|---|
| Special Obligation Bonds (State Revolving Fund Program) Series 2007 | 25156[1] | May 1, 2007 | January 1, 2028 | $7,855,000[2] |
| Special Obligation Bonds (State of Missouri – Direct Loan Program – ARRA) Series 2010 | 25707[3] | January 15, 2010 | July 1, 2030 | Not to Exceed $13,000,000 |
| Special Obligation Bonds (Sewer System Improvement Project), Series 2015 | 26567[4] | May 28, 2015 | April 1, 2035 | $43,140,000 |
| Special Obligation Bonds (State of Missouri – Direct Loan Program) Series 2021 | 27466[5] | March 3, 2021 | January 1, 2041 | Not to Exceed $15,010,000 |
| Special Obligation Refunding Bonds, Series 2022 | 27608[6] | January 20, 2022 | April 1, 2032 | $14,290,000 |
| Special Obligation Bonds (State of Missouri – Direct Loan Program) Series 2023 | 27894[7] | August 30, 2023 | July 1, 2043 | Not to Exceed $4,877,000 |

[1] Adopted March 26, 2007
[2] Special Ordinance No. 25156 authorized an issuance of not to exceed $8,250,000 of the City's Special Obligation Bonds (State Revolving Fund Program) Series 2007. The final amount issued was $7,855,000.
[3] Adopted January 11, 2010
[4] Adopted May 11, 2015.
[5] Adopted February 22, 2021
[6] Adopted November 29, 2021
[7] Adopted August 21, 2023

| | | | | |
|---|---|---|---|---|
| Special Obligation Bonds (State of Missouri – Direct Loan Program) Series 2024 | 28077[8] | December 9, 2024 | January 1, 2039 | Not to Exceed $6,501,000 |

[8] Adopted December 3, 2024

GILMORE & BELL, P.C.
DRAFT – AUGUST 6, 2026
FOR DISCUSSION PURPOSES ONLY

---

PURCHASE AGREEMENT

Dated as of September 1, 2026

by and between the

MISSOURI DEPARTMENT OF NATURAL RESOURCES

and the

CITY OF SPRINGFIELD, MISSOURI

relating to

NOT TO EXCEED $3,358,000
SPECIAL OBLIGATION BONDS
(STATE OF MISSOURI – DIRECT LOAN PROGRAM)
SERIES 2026

OF THE

CITY OF SPRINGFIELD, MISSOURI

---

TABLE OF CONTENTS


Page

Parties ..... 1
Recitals ..... 1

ARTICLE I

DEFINITIONS

Section 1.1 Definitions ..... 1
Section 1.2 Interpretation ..... 4
Section 1.3 DNR Actions ..... 5

ARTICLE II

REPRESENTATIONS AND COVENANTS

Section 2.1 Representations and Covenants of Participant ..... 5
Section 2.2 Representations of DNR ..... 11

ARTICLE III

EXECUTION OF AGREEMENT; TERMS OF LOAN

Section 3.1 Execution and Delivery of Agreement ..... 12
Section 3.2 Maximum Principal Amount of Loan ..... 13
Section 3.3 Funding of Purchase Price Installments and Disbursements ..... 13
Section 3.4 Completion of Project and Initiation of Operations ..... 13
Section 3.5 Completion of Funding ..... 14

ARTICLE IV

PAYMENTS

Section 4.1 Bond Payments ..... 14
Section 4.2 Additional Payments ..... 15
Section 4.3 Loan Prepayment ..... 15
Section 4.4 Disposition of Remaining Moneys ..... 15

ARTICLE V

TAX REPRESENTATIONS AND COVENANTS

Section 5.1 Meaning of Words and Terms ..... 15
Section 5.2 General ..... 16
Section 5.3 Authority and Purpose for the Bonds ..... 16
Section 5.4 Proceeds of the Bonds; Other Moneys ..... 17
Section 5.5 Governmental Bond Tests and Related Requirements ..... 17
Section 5.6 Sinking Funds ..... 18

Section 5.7 No Replacement Funds....18
Section 5.8 Reimbursement of Expenditures....18
Section 5.9 Final Written Allocation....19
Section 5.10 Hedge Bonds....19
Section 5.11 Post-Issuance Compliance with Federal Tax Matters....19
Section 5.12 Records....19

ARTICLE VI

ASSIGNMENTS; SALE, LEASE OR DISPOSAL OF THE PROJECT

Section 6.1 Assignment by DNR....20
Section 6.2 Assignment by the Participant; Sale, Lease or Disposal of the Project....20

ARTICLE VII

EVENTS OF DEFAULTS AND REMEDIES

Section 7.1 Events of Default....20
Section 7.2 Notice of Default....21
Section 7.3 Remedies on Default....21
Section 7.4 Attorneys' Fees and Other Expenses....21
Section 7.5 Application of Moneys....21
Section 7.6 No Remedy Exclusive; Waiver; Notice....21

ARTICLE VIII

MISCELLANEOUS

Section 8.1 Continuing Disclosure....22
Section 8.2 Effect of Breach....25
Section 8.3 Termination of Agreement....25
Section 8.4 Notices....25
Section 8.5 Exculpatory Provision....25
Section 8.6 Amendment....25
Section 8.7 Electronic Transactions....26
Section 8.8 Severability of Invalid Provisions....26
Section 8.9 Execution in Counterparts....26
Section 8.10 Applicable Law....26

Exhibit A. Form of Requisition
Exhibit B. Federal Requirements
Exhibit C. Initial Form of Annual Compliance Checklist
Exhibit D. Authority's Tax Compliance Procedure

PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT (this "Agreement") is entered into as of September 1, 2026, between the MISSOURI DEPARTMENT OF NATURAL RESOURCES, a department of the State of Missouri, and its successors and assigns ("DNR"), and the CITY OF SPRINGFIELD, MISSOURI, a constitutional home-rule charter city and political subdivision of the State of Missouri (the "Participant"). *Terms not otherwise defined in the Recitals or Section 1.1 of this Agreement have the meanings set forth in the below-defined Ordinance.*

RECITALS

1. Pursuant to 10 CSR 20-4.040 through 10 CSR 20-4.041 and 10 CSR 20-4.050 of the Code of State Regulations (the "Regulations"), DNR, in cooperation with the Clean Water Commission of the State of Missouri (the "Commission"), has developed and implemented the State of Missouri Clean Water State Revolving Fund Direct Loan Program (the "CWSRF Direct Loan Program") and has stated its intent to make loans and grants to political subdivisions and other qualified recipients of the State of Missouri.

2. The Commission has approved (a) a loan to the Participant to be made by DNR pursuant to this Agreement (the "Loan") and (b) a grant to the Participant to be administered by DNR pursuant to the Grant Agreement.

3. DNR and the Participant have entered into this Agreement to (a) provide for the Loan to finance improvements to certain publicly-owned or other qualified wastewater treatment facilities (the "Project" as further described in this Agreement), (b) set forth the parties' respective covenants and agreements respecting the application of the net proceeds of the Loan and the implementation of the Project, and (c) satisfy the obligations of DNR under the Federal Act and EPA guidance related to the CWSRF Direct Loan Program and to preserve The Water and Wastewater Loan Fund (as defined in the Regulations) in perpetuity.

4. The Loan will be evidenced by the Bonds of the Participant delivered to DNR, as owner of the Bonds (the "Owner"), in the form authorized by the ordinance of the Participant (the "Ordinance").

5. As a condition to the execution and delivery of this Agreement, DNR has required that the Participant enter into the Escrow Agreement dated as of September 1, 2026 (the "Escrow Agreement"), between the Participant and UMB Bank, N.A., as paying agent and escrow agent (the "Paying Agent").

6. The Participant has passed the User Charge Ordinance (as further defined below), the form of which has been reviewed and approved by DNR.

AGREEMENT

ARTICLE I

DEFINITIONS

Section 1.1 Definitions. In addition to words and terms defined in the Recitals, elsewhere in this Agreement (including Articles V and VIII) and in the Ordinance, capitalized words and terms have the following meanings in this Agreement:

"Actual Reimbursement Amount" means the amount of a Requisition approved for payment in accordance with Section 3.3.

"Authority" means the State Environmental Improvement and Energy Resources Authority, a body corporate and politic and a governmental instrumentality of the State.

"Authorized Representative" means any person designated in writing by a certificate executed by the Participant and filed with the Paying Agent and DNR.

"Bond Payments" means the amounts required to be paid by the Participant in repayment of the Bonds pursuant to Section 4.1.

"Bonds" means the Special Obligation Bonds (State of Missouri – Direct Loan Program) Series 2026, issued by the Participant pursuant to the Ordinance.

"Business Day" means any day other than a Saturday, a Sunday or any other day that banking institutions in the State are authorized or required to be closed.

"CFR" means the Code of Federal Regulations.

"Closing Date" means the date of the initial issuance and delivery of the Bonds.

"Completion of Funding" means the date, established by the Participant, that no further Requisitions will be submitted by the Participant, and therefore no further Purchase Price Installments will be funded by DNR, as evidenced by a written certificate executed by the Authorized Representative and filed with DNR and the Paying Agent.

"Costs of Issuance" means, collectively, the Master Trust Bond Expense and other costs of issuing the Bonds as certified by the Participant.

"Disbursement" means each amount advanced from the Construction Fund to the Participant by DNR under this Agreement and Section 7 of the Escrow Agreement to pay Eligible Costs and Costs of Issuance, in an amount equal to the applicable Purchase Price Installment deposited by DNR pursuant to Section 3.3.

"Eligible Costs" means Project Costs determined by DNR to be eligible under the Regulations.

"EPA" means the Environmental Protection Agency.

"Escrow Agreement" means the Escrow Trust Agreement dated as of September 1, 2026, between the Participant and the Paying Agent, as supplemented, modified or amended in accordance with its terms.

"Event of Default" means an "Event of Default" as defined in Article VII.

"Federal Act" means the Federal Water Quality Act of 1987, 33 U.S.C. Section 1381, *et seq.*, as amended.

"Fiscal Year" means the fiscal year of the Participant, currently July 1 to June 30.

"Funding Sources" means the sources identified by DNR from time to time to fund the Loan, initially as described in Section 2.2.

"Governing Body" means the Participant's City Council.

"Grant" means the grant to the Participant administered by DNR pursuant to the Grant Agreement, in the maximum amount of $3,420,000.00 (or such higher amount as may be approved by the Commission and DNR), funded in installments.

"Grant Agreement" means the Financial Assistance Agreement dated on or prior to the Closing Date, between the Participant and DNR, together with all related attachments, as supplemented, modified or amended in accordance with its terms.

"Ineligible Costs" means Project Costs that are not Eligible Costs.

"Initiation of Operations" means the date when the first major constructed component is capable of being used for its intended purpose.

"Loan" means the loan by DNR to the Participant, funded in installments from the Funding Sources in accordance with, and subject to the terms and conditions of, this Agreement. The Loan is evidenced by the Bonds.

"Local Bond Counsel" means Gilmore & Bell, P.C., or another attorney or firm of attorneys with a nationally recognized standing in the field of municipal bond financing engaged by the Participant and approved by a written instrument from DNR to the Participant and the Paying Agent.

"Master Trust Agreement" means the Amended and Restated Master Trust Agreement dated as of as of December 1, 2020, between the Authority and the Master Trustee, as amended, supplemented or restated from time to time.

"Master Trust Bonds" means bonds of the Authority at any time outstanding and secured under the Master Trust Agreement.

"Master Trust Bond Expense" means the amount of $20,148.00, included in the amount deposited on the Closing Date in the Administrative Expense Fund.

"Master Trustee" means UMB Bank, N.A., St. Louis, Missouri, as master trustee under the applicable Master Trust Agreement, and any successor master trustee pursuant to a Master Trust Agreement.

"Maximum Principal Amount" means $3,358,000.

"Ordinance" means the ordinance of the Participant, passed on September 8, 2026, authorizing the issuance of the Bonds, as supplemented, modified or amended in accordance with its terms.

"Program Bond Counsel" means Gilmore & Bell, P.C., or another attorney or firm of attorneys with a nationally recognized standing in the field of municipal bond financing engaged on behalf of DNR in connection with the CWSRF Direct Loan Program.

"Project" means the acquisition, construction, improvement and equipping of certain wastewater facilities of the Participant further described as follows:

The Project includes work in Group Eight of the Participant's Public Sewer Rehabilitation and Inflow and Infiltration Reduction program. Project Group Eight rehabilitation work is characterized as cured in place pipe lining. The Project includes all necessary appurtenances and tasks to complete the Project and have an operable system. The Project further includes all changes agreed to in writing by the Participant and DNR. The Project and Grant funding will be used consistent with the requirements described in the FFY 2026 Clean Water Intended Use Plan for eligible program costs.

"Project Costs" means all costs or expenses that are necessary, incident or directly attributable to the Project, consisting of Eligible Costs and Ineligible Costs, if any.

"Project Schedule" means the schedule for completion of the Project that is estimated by the Participant to be the following as of the date of execution of this Agreement:

| Event | Projected Date (month/year) |
|---|---|
| Advertising for bids | May 2026 |
| Bid opening | June 2026 |
| Construction contract executed | July 2026 |
| Initiation of Operations | February 2028 |
| Construction completion | March 2028 |
| Project completion | May 2028 |

"Regulations" means 10 CSR 20-4.040 through 10 CSR 20-4.041 and 10 CSR 20-4.050 of the Code of State Regulations, as amended.

"Requisition" means the Reimbursement Form in substantially the form of Exhibit A, with such changes as are approved by DNR with written notice to the Participant and the Paying Agent.

"SRF Program" means the Missouri Leveraged State Drinking Water Revolving Fund Program, the Missouri Leveraged State Water Pollution Control Revolving Fund Program, the State of Missouri Drinking Water State Revolving Fund Direct Loan Program, and/or the State of Missouri Clean Water State Revolving Fund Direct Loan Program.

"State" means the State of Missouri.

"Supplemental Agreement" means any agreement supplementing or amending this Agreement pursuant to Section 8.6.

"User Charge Ordinance" means Article VI of Chapter 120 of the Code of the City of Springfield, Missouri, as amended, supplemented or replaced.

Section 1.2 Interpretation.

(a) The words "herein," "hereof" and "hereunder" and words of similar import, without reference to any particular section or subdivision, refer to this Agreement as a whole rather than to any particular section or subdivision of this Agreement.

(b) References in this Agreement to any particular article, section or subdivision hereof are to the designated article, section or subdivision of this Agreement as originally executed.

(c) The Table of Contents and titles of articles and sections herein are for convenience of reference only and are not a part of this Agreement, and shall not define or limit the provisions of this Agreement.

(d) Unless the context hereof clearly requires otherwise, the singular shall include the plural and vice versa and the masculine shall include the feminine and vice versa.

(e) Words importing person shall include partnerships, limited liability companies, associations and corporations, including public bodies, as well as natural persons.

(f) Articles, sections, subsections and clauses mentioned by number only are those so numbered that are contained in this Agreement.

(g) Any opinion of counsel required under this Agreement shall be a written opinion of such counsel.

(h) Wherever an item or items are listed after the word "including," such listing is not intended to be a listing that excludes items not listed.

(i) When used in this Agreement, "day" means "calendar day."

Section 1.3 DNR Actions. All approvals, notices, consents and other actions of DNR under this Agreement (other than the execution of this Agreement and any amendments hereto) will be executed by the Director of the Financial Assistance Center of DNR (or any other person designated from time to time by the Director of DNR by a written instrument filed with the Participant and the Paying Agent), who shall have continued authority to grant such approvals and consents, deliver notices and perform other actions of DNR under this Agreement.

## ARTICLE II

## REPRESENTATIONS AND COVENANTS

Section 2.1 Representations and Covenants of Participant. The Participant represents to and covenants with DNR, as follows:

(a) Organization and Authority.

(i) The Participant is a constitutional home-rule charter city duly created and validly existing under the laws of the State and its Charter and has the necessary power and authority to own its properties and carry on its governmental functions as now being conducted.

(ii) The Participant has full legal right and authority and all necessary licenses and permits required as of the date of this Agreement to own, operate and maintain the System, to carry on its activities relating to the System, to undertake and complete the Project, to execute and deliver this Agreement, the Escrow Agreement, and the Grant Agreement, to issue the Bonds, to pledge, subject to annual appropriation, the sources for repayment of the Loan and the Bonds under this Agreement, the Ordinance and the Bonds, and to carry out its agreements under this Agreement.

(iii) The proceedings of the Participant's Governing Body approving this Agreement and authorizing the Participant to undertake and complete the Project have been duly and lawfully passed.

(iv) This Agreement, the Escrow Agreement, the Bonds, the Ordinance, the User Charge Ordinance and all other ordinances of the Participant authorizing the Participant to undertake and complete the Project have been duly authorized, executed and delivered by the Participant, and constitute the legal, valid and binding obligations of the Participant enforceable in accordance with their terms, subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights and to the exercise of judicial discretion in accordance with general principles of equity.

(b) Full Disclosure. To the best knowledge of the Participant, after due investigation, there is no fact that the Participant has not disclosed to DNR in writing on the Participant's application for participation in the CWSRF Direct Loan Program, or otherwise, that materially and adversely affects or that will materially and adversely affect the properties or activities of the Participant or the System, or the ability of the Participant to make all Bond Payments and otherwise observe and perform its agreements under this Agreement.

(c) Pending Litigation. To the best knowledge of the Participant, after due investigation, there are no proceedings pending or, to the knowledge of the Participant, threatened against or affecting the Participant, in any court or before any governmental authority or arbitration board or tribunal that, if adversely determined, would materially and adversely affect the properties, activities, prospects or condition (financial or otherwise) of the Participant or the System, or the ability of the Participant to make all Bond Payments and otherwise observe and perform its agreements under this Agreement, that have not been disclosed in writing to DNR in the Participant's application for participation in the CWSRF Direct Loan Program or otherwise.

(d) Compliance with Existing Laws and Agreements. The agreements of the Participant in this Agreement will not constitute a default under any indenture, mortgage, deed of trust, lease or agreement or other instrument executed by the Participant or by which it or any of its property is bound or any applicable law, rule, regulation or judicial proceeding.

(e) No Defaults. No event has occurred and no condition exists that constitutes or, with the giving of notice or the lapse of time, would constitute an Event of Default. To the knowledge of the Participant, after due investigation, the Participant is not in violation of any agreement that would materially adversely affect the ability of the Participant to make all Bond Payments or otherwise observe and perform its agreements under this Agreement.

(f) Governmental Consent. To the best of its knowledge, the Participant has made all filings that it is obligated to make with, and has obtained all permits, licenses, franchises, consents, authorizations and approvals required to date from, all federal, state and local regulatory agencies having jurisdiction to the extent, if any, required by applicable laws and regulations to be made or to be obtained in undertaking the Project or this Agreement. To the best of its knowledge, the Participant has complied with all applicable provisions of law requiring any notification to any governmental body or officer in connection with this Agreement or with the undertaking, completion or financing of the Project.

(g) Source for Repayment. The Participant has established a dedicated revenue source for the repayment of the Loan, subject to annual appropriation by the Governing Body of the Participant. Once appropriated by the Governing Body of the Participant each year, the dedicated source of revenue is expected to include a system of service rates, fees and charges or other sources of revenue established under the Ordinance and the User Charge Ordinance for such purpose. The obligation of the Participant to make payments into the Repayment Fund and any other obligations of the Participant to make payments under this Agreement or the Ordinance do not constitute a general obligation or indebtedness of the Participant

for which the Participant is obligated to levy or pledge any form of taxation, or for which the Participant has levied or pledged any form of taxation and shall not be construed to be a debt of the Participant in contravention of any applicable constitutional, statutory or Charter limitation or requirement but in each Fiscal Year shall be payable solely from the amounts pledged or appropriated therefor (i) out of the income and revenues provided for such year plus (ii) any unencumbered balances for previous years.

(h) Performance Under Agreement. The Participant covenants and agrees:

(i) to comply with all applicable State and federal laws, rules and regulations in the performance of this Agreement, including federal laws and executive orders referenced in Exhibit B to the extent applicable; and

(ii) to cooperate with DNR in the timely observance and performance of the respective agreements of the Participant and DNR under this Agreement.

(i) Control of Project Site. The Participant will provide, or has provided, written assurance to DNR, signed by an attorney, that the Participant has proper title, easements, and rights-of-way to the property on or through which the Project is to be constructed. This written assurance will be provided prior to construction contract award.

(j) Bid Solicitations. Executive Order 12549 – Debarment and Suspension establishes procedures that require EPA to deny any individual, organization, or unit of government the opportunity to participate in federally-assisted programs because of misconduct or poor performance. The Participant acknowledges that doing business with any party appearing in the "List of Parties Excluded from Federal Procurement or Non Procurement Programs" may result in the termination of the Participant's participation in the CWSRF Direct Loan Program and may also result in suspension or debarment under the Regulations. The Participant will obtain the written approval of DNR before advertising for bids.

(k) Buy American Iron and Steel Products. In accordance with Sec. 608.(a) of the Federal Water Pollution Control Act, the Participant assures that it, as well as its contractors and subcontractors, will only use iron and steel products in the Project that are produced in the United States of America in a manner consistent with the United States' obligations under international agreements. The term "iron and steel products" means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials. The Participant understands that this requirement may only be waived by the applicable federal agency in limited situations as set out in Sec. 608.(d) of the Federal Water Pollution Control Act.

(l) Performance and Payment Bonds. The Participant will require any Project contractor to post a separate performance bond and a separate payment bond or other security approved by DNR, each in the amount of the bid.

(m) Disadvantaged Business Enterprises ("DBEs").

(1) The Participant will ensure that DBEs have the opportunity to compete as sources for the procurement of supplies, equipment, construction and services related to this Agreement. The Participant agrees to include information about these requirements in solicitation documents, including the following:

(A) the prime contractor must pay its subcontractor for satisfactory performance no more than 30 days from the prime contractor's receipt of payment from the Participant;

(B) the Participant must be notified in writing by its prime contractor prior to any termination of a DBE subcontractor for convenience by the prime contractor;

(C) if a DBE subcontractor fails to complete work under its subcontract for any reason, the prime contractor must employ the "six good faith efforts" described in subparagraph (2) if soliciting a replacement subcontractor; and

(D) the prime contractor is to employ the "six good faith efforts" even if the prime contractor has achieved its "fair share goals" (the current "fair share goals" are 10% for Minority Business Enterprises ("MBE") and 5% for Women Business Enterprises ("WBE")).

(2) The "six good faith efforts" are:

(A) ensure DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, state and local and government recipients, this includes placing DBEs on solicitation lists and soliciting them whenever they are potential sources;

(B) make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date;

(C) consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For Indian Tribal, state and local government recipients, this includes dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process;

(D) encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually;

(E) use the services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

(F) require any prime contractor or other recipient, if it is awarding subcontracts, to take the affirmative steps in clause (B) of this subparagraph.

(3) DBE Reporting: MBE/WBE reporting is required where there are funds budgeted for procuring construction, equipment, services and supplies, that exceed the threshold amount of $250,000, including any amendments and/or modifications. Once the threshold is exceeded, all procurement actions are reportable, not just that portion that exceeds the threshold. The Participant shall utilize EPA form 5700-52A to annually report to DNR procurements for the Project. Annual reports are due by October 30th of each year. Final reports are due by October 30th or 90 days after completion of construction of the Project, whichever comes first.

(n) Prevailing Wage. The Participant will require any Project contractor and subcontractor to pay all laborers and mechanics employed by the contractor or subcontractor at rates not less than the greater of (1) those rates prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with Subchapter IV of Chapter 31 of Title 40, United States Code (Davis-Bacon Act), as required by Sec. 602(b)(6) of the Federal Water Pollution Control Act or (2) those rates required pursuant to Chapter 290 of the Revised Statutes of Missouri, as amended. The Participant agrees to include information about these requirements in solicitation documents.

(o) Retainage. The Participant shall comply with the provisions of Section 8.960 of the Revised Statutes of Missouri, as amended, with respect to the amount of any retainage required to be withheld on any construction contract or subcontract for the Project.

(p) Contract Award. The Participant, with the prior written concurrence of DNR, will award any construction contract or contracts for the Project to the lowest responsive and responsible bidder.

(q) Completion of Project and Provision of Moneys. The Participant agrees:

(i) to exercise its best efforts in accordance with prudent wastewater collection and treatment utility practice to complete the Project in a timely manner in accordance with the Project Schedule; and

(ii) subject to the provisions of the Ordinance, to provide from its own financial resources all moneys in excess of the amount available under this Agreement and the Grant Agreement required to complete the Project.

(r) Requests for Funding; Use of Proceeds. The Participant will request the funding of Purchase Price Installments to pay Eligible Costs in accordance with this Agreement to the extent the sum of Purchase Price Installments and Costs of Issuance has not exceeded the Maximum Principal Amount, in order to provide for the prompt payment of the contractors. The Participant will apply the Disbursements to finance a portion of the Project Costs, and, where applicable, to reimburse the Participant for a portion of the Project Costs, which portion was paid or incurred in anticipation of reimbursement from moneys held in the Construction Fund and is eligible for reimbursement pursuant to the Regulations. All costs will be Eligible Costs that DNR is authorized to finance pursuant to the Federal Act and the Regulations.

(s) Notice of Completion. The Participant will provide written notice of the Initiation of Operations and the completion of construction of the Project to DNR within 45 days after the occurrence of each of these events.

(t) Compliance Certification. This paragraph is applicable if DNR notifies the Participant in writing that the actions described in this paragraph are required. On the first anniversary of the Initiation of Operations, the Participant will certify to DNR whether the Project meets the Project performance standards. Any statement of noncompliance must be accompanied by a corrective action report containing an analysis of the cause of the Project's failure to meet performance standards, the actions necessary to bring it into compliance and a projected date for positive certification of the Project. Timely corrective action will be implemented by the Participant.

(u) Retention of Project Records. The Participant will retain all Project records in accordance with Section 5.12 and Chapter 109 of the Revised Statutes of Missouri, as amended.

(v) Operations and Maintenance of System; User Charge Ordinance. The Participant will, in accordance with prudent wastewater collection and treatment utility practice,

(i) at all times operate the System in an efficient manner,

(ii) maintain the System in good repair, working order and operating condition over the structural and design life of the System,

(iii) implement the User Charge Ordinance as approved by DNR prior to the Initiation of Operations and for the term of the Loan, and

(iv) in accordance with 10 CSR 20-9.020(2) of the Regulations, provide a certified operator for the life of the System.

(w) Records and Accounts; Audits.

(i) The Participant will keep accurate records and accounts for the System (the "System Records") separate and distinct from its other records and accounts (the "General Accounts"). The System Records and General Accounts will be available for inspection by DNR at any reasonable time.

(ii) The Participant will maintain the System Records in accordance with accounting principles generally accepted in the United States of America as codified in the Governmental Accounting Standards Board's *Codification of Governmental Accounting and Financial Reporting Standards (Codification)*.

(A) The Participant will use the accrual or modified accrual basis of accounting (in order to provide an effective measure of costs and expenditures) for the System Records.

(B) The Participant may use an accounting method other than accounting principles generally accepted in the United States of America for its General Accounts.

(iii) Promptly after the end of each Fiscal Year, the Participant will cause an audit of the System for the preceding Fiscal Year to be made by a certified public accountant or firm of certified public accountants employed for that purpose and paid from the Revenues pursuant to the Ordinance. The annual audit will cover in reasonable detail the operation of the System during the Fiscal Year. So long as the Loan is outstanding, within 180 days after the end of the Participant's Fiscal Year, a copy of the audit will be delivered (via regular mail or electronically) to DNR. If audited financial statements are not available by the time required pursuant to this Section, the Participant shall notify DNR in writing of the delay with the expected date of completion.

(iv) If notified by DNR, the Participant will comply with OMB's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Grants Guidance), governing the audit of state and local governments, if the Participant expends during any Fiscal Year an aggregate amount of $1,000,000 or more of federal assistance (1) under the SRF Program and (2) from other federal sources.

(A) A copy of the Participant's annual audit, including the written comments and recommendations of the Participant's auditor, will be furnished to DNR within the

time period provided in OMB's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Grants Guidance).

(B) The amount of federal assistance to the Participant under the SRF Program for each Fiscal Year will be identified in each payment review letter transmitted to the Participant by DNR.

(v) In accordance with, and subject to the requirements of, Section 29.235 of the Revised Statutes of Missouri, as amended, the Participant will (A) make available to the State auditor, or his or her designee, all books, accounts, records, reports, vouchers and other documents relating to the Project and the Loan and (B) permit the examination and inspection of all property, equipment and facilities constituting the Project.

(x) Inspections; Information. The Participant will permit the EPA, the Paying Agent, DNR and any party designated by DNR to examine, visit and inspect the Project at any reasonable time and to inspect and make copies of any accounts, books and records, including its records regarding receipts, disbursements, contracts, investments, its financial condition and other related matters, and will supply such reports and information as the EPA, the Paying Agent and DNR may reasonably require.

(y) Insurance. The Participant will carry and maintain the amount of all risk insurance on the properties and operations of the System as would be carried by similar municipal operators of wastewater collection and treatment facilities, insofar as the properties are insurable at a commercially reasonable cost.

(z) Notice of Material Adverse Change. The Participant will promptly notify DNR of any material and adverse change in the activities, prospects or condition (financial or otherwise) of the System or in the ability of the Participant to make the Bond Payments and otherwise observe and perform its agreements under this Agreement.

(aa) Completion Required Without Regard to Sufficiency of Loan. Subject to the provisions of the Ordinance, the Participant agrees to complete the Project whether or not the proceeds from the Loan are sufficient to complete the Project.

(bb) Signage - Enhancing Public Awareness. The Participant agrees to comply with the Guidelines for Enhancing Public Awareness of SRF Assistance Agreements, issued by EPA and dated June 3, 2015.

Section 2.2 Representations of DNR. DNR represents as follows:

(a) DNR is a department of the State and a governmental instrumentality duly organized and existing under the laws of the State with lawful power and authority to enter into this Agreement acting by and through its duly authorized officers.

(b) DNR is the State's administrative body responsible for the enforcement of the Federal Act and Chapter 644 of the Revised Statutes of Missouri, as amended, and is responsible for the management of the CWSRF Direct Loan Program. DNR will comply with the terms and conditions of its agreements with EPA applicable to the CWSRF Direct Loan Program.

(c) DNR commits to fund the Loan from one or more of the following sources (provided DNR may modify the sources if DNR has the legal authority to commit the replacement sources to the funding of the Loan):

(i) any available funds pursuant to a capitalization grant agreement with the EPA;

(ii) any available funds designated as the State's required matching funds necessary to receive ongoing capitalization grants from the EPA including, but not limited to, proceeds from the sale of Master Trust Bonds issued by the Authority designated as "State Match Bonds" (as defined in the Master Trust Agreement);

(iii) any available proceeds from the sale of Master Trust Bonds issued by the Authority designated as "Leveraged Bonds" (as defined in the Master Trust Agreement); and/or

(iv) The Water and Wastewater Loan Revolving Fund.

(d) This Loan has not been designated as a "federal equivalency project."

(e) The execution, delivery and performance of this Agreement by DNR will not result in a breach of any of the terms of, or constitute a default under, any indenture, mortgage, deed of trust, lease or agreement or other instrument to which DNR is a party or by which it or any of its property is bound or any applicable law, rule or regulation.

## ARTICLE III

## EXECUTION OF AGREEMENT; TERMS OF LOAN

Section 3.1 Execution and Delivery of Agreement. Simultaneously with the execution of this Agreement, the Participant will deliver the following:

(a) to DNR and the Paying Agent, a certified copy of the Ordinance and the minutes (or an excerpt thereof) of the meeting of the Participant's Governing Body showing the passage of the Ordinance;

(b) to the Paying Agent, an executed Bond in the maximum principal amount of $3,358,000, to be authenticated by the Paying Agent and held by the Paying Agent in trust on behalf of the Owner;

(c) to DNR and the Paying Agent, an executed counterpart of this Agreement, the Escrow Agreement, and the Grant Agreement;

(d) to DNR and the Paying Agent, a certificate of the Participant executed by the Authorized Representative in form and substance satisfactory to DNR; and

(e) a signed copy of the opinion of Local Bond Counsel to the effect that the execution and delivery of this Agreement, the Escrow Agreement and the Bonds have been duly authorized by the Participant; this Agreement, the Escrow Agreement and the Bonds have been duly and validly executed and delivered by the Participant and constitute valid and binding obligations of the Participant enforceable in accordance with their terms; and the Bonds are valid and binding special, limited obligations of the Participant payable solely from annual appropriations of available funds of the Participant for such purpose. In rendering the foregoing opinion, Local Bond Counsel may take an exception on account of bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights generally and by equitable principles, whether considered at law or in equity.

Section 3.2 Maximum Principal Amount of Loan. Subject to the provisions of this Agreement, DNR will make the Loan in installments to the Participant in the maximum principal amount of $3,358,000 to pay Eligible Costs of the Project and to pay Costs of Issuance. The Maximum Principal Amount may be reduced without revision of any other terms, provisions or conditions of this Agreement to reflect reductions in the estimated or actual total Eligible Costs as impacted by opening of bids for construction, change orders, final actual costs, and prepayments. The Loan is evidenced by the Bonds.

Section 3.3 Funding of Purchase Price Installments and Disbursements.

(a) DNR will fund Purchase Price Installments and moneys will be disbursed from the Construction Fund to the Participant only once each calendar month in accordance with this Section and the Escrow Agreement. DNR will not fund a Purchase Price Installment in the months of June and December after the date that is two Business Days prior to the 15th calendar day of those months, unless (i) the Participant has made special arrangements with DNR and the Paying Agent to assure that interest on the Bonds payable on the following Interest Payment Date will be calculated and payment received by the Paying Agent not less than two Business Days prior to the Interest Payment Date, and (ii) DNR and the Paying Agent have agreed to the special arrangements, in their sole discretion.

(b) The Participant will deliver, by overnight delivery, regular mail service or electronic mail, a completed Requisition to DNR. The Requisition must be executed by the Authorized Representative, set forth the amounts due and payable to the payees identified in signed invoices or statements attached to the Requisition submitted to DNR, and contain any additional information requested by DNR. The execution and delivery of a Requisition will constitute a representation by the Participant that, to the best of its knowledge, the amounts for which a Requisition is submitted are due and payable and constitute Eligible Costs and/or Costs of Issuance. Notwithstanding any provision herein to the contrary, no Requisition is required for the initial Purchase Price Installment related to the payment of Costs of Issuance.

(c) DNR will use its best efforts to review a Requisition within ten Business Days after its receipt to determine if any Project Costs are Ineligible Costs. This determination will be conclusive, unless determined otherwise by EPA in its annual oversight reviews. DNR will notify the Paying Agent of DNR's approval of the Requisition in whole or in part by transmitting to the Paying Agent the approved Requisition. The approved Requisition will not be accompanied by applicable vouchers and statements. DNR will not approve any Requisition upon an Event of Default by the Participant or the issuance of a stop-work order by EPA or DNR.

(d) Upon DNR's approval of a Requisition, DNR will fund a Purchase Price Installment of the Bonds in an amount equal to the Actual Reimbursement Amount by electronic transfer of funds to the Paying Agent for deposit by the Paying Agent in the Construction Fund. Subject to Section 7 of the Escrow Agreement, the Paying Agent will pay the Actual Reimbursement Amount to the Participant within two Business Days after the Paying Agent's receipt of the approved Requisition.

Section 3.4 Completion of Project and Initiation of Operations.

(a) The completion of the Project shall be evidenced to the Paying Agent and DNR by a certificate signed by the Authorized Representative stating (i) that the Project has been completed in accordance with the plans and specifications therefor, (ii) that all Project Costs have been paid, except Project Costs the payment of which is not yet due or is being retained or contested in good faith by the Participant or required to be retained pursuant to this Agreement, (iii) the date of the Initiation of Operations, and (iv) that the Project meets National Pollution Discharge Elimination System ("NPDES") permit limits, if applicable. The Participant's certificate must be accompanied by a certification by the Consulting Engineer that the Project was constructed in accordance with the approved plans and

specifications and, if applicable, meets NPDES permit limits. The Participant's certificate may state that it is given without prejudice as to any rights of the Participant against third parties that exist as of the date of the certificate or that may subsequently come into being.

(b) If the date of Initiation of Operations, as certified by the Participant pursuant to subsection (a) above, will cause the final principal payment on the Loan to be more than 20 years after said date, DNR will provide a revised debt service schedule and replacement Exhibit B (Mandatory Sinking Fund Redemption Schedule) to the Ordinance to the Participant and the Paying Agent reflecting a final Principal Payment Date not more than 20 years after the certified date of Initiation of Operations.

Section 3.5 Completion of Funding.

(a) The Completion of Funding will be the date of a certificate signed by the Authorized Representative and delivered to the Paying Agent and DNR stating that no further funding of Purchase Price Installments will be requested by the Participant. DNR may direct the Participant to sign and deliver a Completion of Funding certificate in appropriate circumstances. Appropriate circumstances include, but are not limited, to the following:

(i) the Participant appears to have satisfied or is in a position to satisfy the conditions set forth in Section 3.4 for completion of the Project and/or has filed the certificate described in Section 3.4 but has not filed the Completion of Funding certificate in a timely manner;

(ii) the Participant has not submitted a Requisition for a significant period of time or otherwise demonstrated that the Participant is proceeding with due diligence to complete the Project; or

(iii) Completion of Funding has not occurred by the third anniversary of the Closing Date, unless the Participant, by written request to DNR, requests an extension and establishes to the satisfaction of DNR that Completion of Funding will occur within a reasonable period thereafter.

(b) Within 10 Business Days after the Participant has delivered the Completion of Funding certificate, DNR will provide a final debt service schedule for the Bonds, which the Parties hereby acknowledge and agree shall serve as a replacement Exhibit B (Mandatory Sinking Fund Redemption Schedule) to the Ordinance without the requirement of any further action by the Governing Body of the Participant, the Owner or the Paying Agent.

## ARTICLE IV

## PAYMENTS

Section 4.1 Bond Payments.

(a) The Participant will repay the Loan by making the Bond Payments in accordance with the Ordinance.

(b) The Participant represents that the first scheduled principal payment of the Bonds is prior to the first anniversary of the expected Initiation of Operations.

Section 4.2 Additional Payments. The Participant will be responsible for payment of all Costs of Issuance. In addition, the Participant will pay the Administrative Fee and the Paying Agent's fees and expenses pursuant to Section 211 of the Ordinance.

Section 4.3 Loan Prepayment. The Participant may prepay the Loan by complying with the redemption provisions for the Bonds as set forth in the Ordinance. The Participant will be responsible for the payment of any professional costs, fees and expenses incurred in connection with the prepayment of the Loan pursuant to Section 301 of the Ordinance.

Section 4.4 Disposition of Remaining Moneys. Upon the payment in full of the Bonds and the payment of the Administrative Fee, the Paying Agent's Fee and expenses and the extraordinary fees and expenses of the Paying Agent, if any, the Paying Agent will disburse the moneys and Investment Securities remaining in the Repayment Fund to the Participant.

## ARTICLE V

## TAX REPRESENTATIONS AND COVENANTS

Section 5.1 Meaning of Words and Terms. Words and phrases used in this Article generally have the meanings assigned in §§ 103 and 141-150 of the Internal Revenue Code of 1986, as amended (the "Code"), in the applicable regulations and rulings issued by the U.S. Treasury Department (the "Treasury Regulations"), and in Article I. In addition to words and terms defined in this Agreement, the following words and terms used in this Article have the following meanings:

"Annual Compliance Checklist" means a questionnaire and/or checklist, initially in the form set forth in Exhibit C, that is completed and executed each year by an authorized officer of the Participant in compliance with the Authority's Tax Compliance Procedure.

"Authority" means the State Environmental Improvement and Energy Resources Authority, a body corporate and politic and a governmental instrumentality of the State.

"Authority Bond Compliance Officer" means the Deputy Director of the Authority or any successor officer tasked with post-issuance compliance duties pursuant to the Tax Compliance Procedure.

"Bond Transcript" means the "transcript of proceedings" or other similarly titled set of transaction documents assembled by Bond Counsel following the issuance of the Bonds.

"Bond Year" means each one-year period (or shorter period for the first Bond Year) ending July 1.

"Code" means the Internal Revenue Code of 1986, as amended.

"Final Written Allocation" means the Final Written Allocation of Bond Proceeds prepared pursuant to Section 5.9.

"Financed Facility" means the portion of the Project consisting of property financed or refinanced with the proceeds of the Bonds as described in this Agreement. If there is more than one "Project" described in the definition of "Project" in Article I, for this Article V "Financed Facility" means the bond-financed portion of each "Project" described in Article I.

"Investment" means any security, obligation, annuity contract or other investment-type property that is purchased directly with, or otherwise allocated to, gross proceeds of the Bonds. This term does not

include tax-exempt bonds, except for "specified private activity bonds" as defined in Code § 57(a)(5)(C), but it does include the investment element of most interest rate caps.

"Issue Date" means the date of issuance of the Bonds, which is the first date that the sum of the initial Purchase Price Installment and subsequent Purchase Price Installments exceed the lesser of $50,000 or 5% of the Maximum Principal Amount.

"Measurement Period" means, with respect to each item of property financed as part of the Financed Facility, the period beginning on the later of (a) the Issue Date or (b) the date the property is placed in service and ending on the earlier of (i) the final maturity date of the Bonds or (ii) the expected economic useful life of the property.

"Non-Qualified User" means a person other than a Qualified User.

"Opinion of Bond Counsel" means the written opinion of Local Bond Counsel, Program Bond Counsel or another attorney or firm of attorneys with a nationally recognized standing in the field of municipal bond financing acceptable to the Authority.

"Post-Issuance Tax Requirements" means those requirements related to the use of proceeds of the Bonds, the use of the Financed Facility and the investment of gross proceeds of the Bonds after the Issue Date.

"Qualified User" means a State, territory, a possession of the United States of America, the District of Columbia, or any political subdivision thereof or any instrumentality of such unit. The term "Qualified User" does not include the United States of America or any agency or instrumentality thereof.

"Tax Compliance Procedure" means the Authority's State Revolving Funds Programs Tax Compliance Procedure dated as of July 25, 2013, attached as Exhibit D, as amended and supplemented from time to time.

Section 5.2 General. The Bonds are being issued for the purpose of providing funds to pay the costs of the Financed Facility. The Participant acknowledges that the investment and expenditure of proceeds of the Bonds are primarily within its control and that substantially all of the net proceeds of the Bonds will be used to finance property that is owned and controlled by the Participant. For these reasons, the Participant acknowledges and agrees that, in order to induce DNR to provide favorable financing through the CWSRF Direct Loan Program by the purchase of the Bonds and the Authority to issue its Master Trust Bonds from time to time, the Participant makes the representations and covenants related to the Post-Issuance Tax Requirements as set forth in this Article V for the benefit of DNR and the Authority.

Section 5.3 Authority and Purpose for the Bonds. The Bonds are being issued for the purpose of providing funds to pay the costs of the Financed Facility.

Section 5.4 Proceeds of the Bonds; Other Moneys.

(a) *Bond Proceeds*. The total maximum proceeds to be received by the Participant from the sale of the Bonds will be $3,358,000, funded in installments, as follows: (i) the initial Purchase Price Installment paid to the Paying Agent on the Closing Date in the amount of $52,148.00, and (ii) the balance funded from time to time pursuant to this Agreement and deposited in the Construction Fund in accordance with the Escrow Agreement. The Participant expects to request the funding of additional Purchase Price Installments on the dates and in the amounts as set forth in the Participant's due diligence request form or related documents filed with DNR.

(b) *Other Sources*. In addition to proceeds of the Bonds disbursed from time to time pursuant to this Agreement, the Participant will allocate $3,420,000.00 from available Grant funds under the Grant Agreement to pay a portion of the costs of the Project.

Section 5.5 Governmental Bond Tests and Related Requirements.

(a) *General*. The Participant will not use any portion of the Bond Proceeds, including any Investment earnings on Bond Proceeds, directly or indirectly, nor permit the use of any portion of the Financed Facility, in a manner that would cause any Bond to be a "private activity bonds" as defined in Code § 141.

(b) *Use of Financed Facility*. The Bond Proceeds will be used to finance the Financed Facility. Throughout the Measurement Period, all property comprising the Financed Facility will be owned by the Participant. Not more than 10% of the proceeds of the Bonds will be used in a manner that constitutes a "private business use" during the Measurement Period. In making the foregoing representations, the Participant acknowledges that (i) use of the property comprising the Financed Facility is determined annually throughout the Measurement Period; (ii) the use of the Financed Facility is treated as the direct use of proceeds of the Bonds; (iii) the term "private business use" generally means ownership or lease by, or other use in the trade or business of, a Non-Qualified User; (iv) any activity carried on by a Non-Qualified User other than a natural person is treated as a trade or business; (v) the Financed Facility is treated as being used for a private business use if it is leased to a Non-Qualified User and subleased to a Qualified User, or leased to a Qualified User and then subleased to a Non-Qualified User, if the Non-Qualified User's use is in a trade or business; and (vi) in most cases, use of the Financed Facility constitutes private business use only if a Non-Qualified User has special legal entitlements to use the Financed Facility under an arrangement with the Participant.

(c) *Private Security or Payment*. The payment of principal and interest on the Bonds will not be (under the terms of the Bonds or any underlying arrangement) directly or indirectly:

(1) secured by (i) any interest in property used or to be used for a private business use, or (ii) any interest in payments in respect of such property; or

(2) derived from payments (whether or not such payments are made to the Participant in respect of property or borrowed money) used or to be used for a private business use.

For purposes of the foregoing, taxes of general application are not treated as a private payment or as private security so long as no taxpayer enters into any "impermissible agreement" with respect to the collection or payment of the tax as described in Treasury Regulations § 1.141-4(e)(4)(ii). The Participant will use revenues derived from the operation of the Financed Facility to pay the debt service on the Bonds. All revenues will be derived from rates, fees and charges that are generally applicable and uniformly applied, and that do not convey priority rights or other preferential benefits for use of the Financed Facility.

(d) *No Private Loan.* No proceeds of the Bonds will be loaned directly or indirectly to any Non-Qualified User. Special assessments may be used as a source of repayment of the Bonds so long as the assessments meet the criteria set out in Treasury Regulations § 1.141-5(d).

(e) *No Federal Guarantees*. The Participant will not take any action or permit any action to be taken that would cause the Bonds to be "federally guaranteed" within the meaning of Code § 149(b).

(f) *Management Contracts*. The Participant has not entered into any "Management Contract" (as defined below) with any Non-Qualified User with respect to the Financed Facility and will not enter into or renew any Management Contract with any Non-Qualified User with respect to the Financed Facility without first obtaining an Opinion of Bond Counsel, addressed to the Participant, the Authority and DNR, that the Management Contract will not adversely affect the exclusion of the interest on the applicable Master Trust Bonds from gross income for federal income tax purposes. The term "Management Contract" is defined in Treasury Regulations § 1.141-3(b) as a management, service, or incentive payment contract with an entity that provides services involving all or a portion of any function of the Financed Facility, such as a contract to manage the Financed Facility or any portion thereof. Contracts for services that are solely incidental to the primary governmental function of the Financed Facility (for example, contracts for janitorial, office equipment repair, billing, or similar services) are not treated as management contracts.

(g) *Leases*. The Participant has not entered into any lease with a Non-Qualified User and will not enter into or renew a lease of all or any portion of the Financed Facility with any Non-Qualified User, without first obtaining an Opinion of Bond Counsel, addressed to the Participant, the Authority and DNR, that such lease will not adversely affect the exclusion of the interest on the applicable Master Trust Bonds from gross income for federal income tax purposes. Use of portions of the Financed Facility by members of the general public on a short-term basis in the ordinary course of the Participant's operation of the Financed Facility is disregarded.

Section 5.6 Sinking Funds. The Participant is required under the Ordinance to make periodic payments in amounts sufficient to pay the principal of and interest on the Bonds. The Participant will deposit these payments with the Paying Agent into the Principal Account and the Interest Account of the Repayment Fund held by the Paying Agent. Except for the Principal Account and the Interest Account and the Debt Service Fund, the Participant has not established, and does not expect to establish, any sinking fund or other similar fund expected to be used directly or indirectly to pay principal of or interest on the Bonds. The Repayment Fund and the Debt Service Fund are used primarily to achieve a proper matching of revenues with principal and interest payments on the Bonds within each Bond Year and the Participant expects that the Repayment Fund and the Debt Service Fund will each qualify as a "bona fide debt service fund," as that term is defined in the Treasury Regulations.

Section 5.7 No Replacement Funds. None of the Bond Proceeds will be used as a substitute for other funds that were intended or earmarked to pay costs of the Financed Facility, and that have been or will be used to acquire higher yielding Investments. Except for the Principal Account and the Interest Account of the Repayment Fund and the Debt Service Fund, there are no other funds pledged or committed in a manner that provides a reasonable assurance that such funds would be available for payment of the principal of or interest on the Bonds if the Participant encounters financial difficulty.

Section 5.8 Reimbursement of Expenditures. The Ordinance, adopted on September 8, 2026 by the Participant's Governing Body, constitutes the expression of the Participant's intent to borrow to finance costs of the Financed Facility for the Participant, and to reimburse the Participant for expenditures made for the Financed Facility prior to the issuance of obligations evidencing the borrowing (the "Reimbursement Action"). A copy of the Reimbursement Action is contained in the Bond Transcript. No

portion of the net proceeds of the Bonds will be used to reimburse an expenditure paid by the Participant more than 60 days prior to the date the Reimbursement Action was passed.

Section 5.9 Final Written Allocation. The Participant agrees that its file of all Requisitions and supporting invoices provided to DNR pursuant to Article III will constitute the Participant's Final Written Allocation of the application of proceeds of the Bonds to the Financed Facility. The Participant may, with at least 60 days' prior written notice to, and the written consent of DNR, deliver a revised Final Written Allocation to DNR if the revised Final Written Allocation is accompanied by an Opinion of Bond Counsel. However, no revised Final Written Allocation will be made more than 18 months following the later of (a) the date of the expenditure or (b) the date the Financed Facility was placed in service, unless an Opinion of Bond Counsel is delivered to the Authority and DNR.

Section 5.10 Hedge Bonds. The Participant expects that at least 85% of the net sale proceeds of the Bonds will be used to carry out the governmental purpose of the Bonds within three years after the Issue Date.

Section 5.11 Post-Issuance Compliance with Federal Tax Matters. The Participant shall complete the Annual Compliance Checklist and deliver the Annual Compliance Checklist to the Authority Bond Compliance Officer in accordance with the Tax Compliance Procedure. To the extent within its power and control, the Participant will take all action requested in writing by the Authority Bond Compliance Officer that is necessary to cause the interest on the Master Trust Bonds to remain excludable from gross income for federal income tax purposes.

Section 5.12 Records.

(a) The Participant recognizes that (i) investors purchase the Master Trust Bonds with the expectation that interest on the Master Trust Bonds is and will remain excludable from gross income for federal income tax purposes, (ii) the tax-exempt status of interest on the Master Trust Bonds depends in part on the accuracy of the Participant's representations and the satisfaction of the Participant's agreements contained in this Article, many of which relate to matters that will occur after the Issue Date, and (iii) as part of its ongoing tax-exempt bond audit program the Internal Revenue Service requires that records be created and maintained with respect to the following matters:

(1) documentation evidencing the expenditure of the Bonds in sufficient detail to determine the date of the expenditure, the asset acquired or the purpose of the expenditure;

(2) documentation evidencing the use of the Financed Facility by public and private persons (for example, copies of management contracts or leases); and

(3) documentation evidencing all sources of payment or security for the Bonds.

(b) The Participant has procedures in place or will establish procedures to create and retain these records. Unless otherwise specifically instructed in a written Opinion of Bond Counsel, the Participant will retain and maintain these records related to the Post-Issuance Tax Requirements until three years following the final maturity of (i) the Bonds or (ii) any obligation issued to refund the Bonds. Any records maintained electronically must comply with Section 4.01 of Revenue Procedure 97-22, which generally provides that an electronic storage system must (1) ensure an accurate and complete transfer of the hardcopy records that indexes, stores, preserves, retrieves and reproduces the electronic records, (2) include reasonable controls to ensure integrity, accuracy and reliability of the electronic storage system and to prevent unauthorized alteration or deterioration of electronic records, (3) exhibit a high degree of legibility and readability both electronically and in hardcopy, (4) provide support for other books and

records of the Participant, and (5) not be subject to any agreement that would limit the ability of the Internal Revenue Service to access and use the electronic storage system on the Participant's premises.

## ARTICLE VI

## ASSIGNMENTS; SALE, LEASE OR DISPOSAL OF THE PROJECT

Section 6.1 Assignment by DNR. The Participant acknowledges that DNR may, in its sole discretion, assign the Bonds and its right, title and interest in this Agreement, in whole or in part, including the right to receive Bond Payments from the Participant, to the Authority or a bond trustee under the SRF Program, to secure Master Trust Bonds or otherwise.

Section 6.2 Assignment by the Participant; Sale, Lease or Disposal of the Project.

(a) The Participant may sell, lease, mortgage or otherwise dispose of the Project or any material part with an original value greater than $5,000 if it is replaced by other similar property of at least equal value or, if it ceases to be necessary for the efficient operation of the Project or the System, with the prior written consent of DNR. In the event of sale, lease, mortgage or other disposition of the Project to a municipality, a county, a public sewer district, a public water supply district, a political subdivision of the State, an instrumentality of the State, or a combination of the same, the Participant will apply the proceeds to either (i) the redemption of Bonds in accordance with the provisions governing redemption of the Bonds in advance of maturity, or (ii) replacement of the property sold, leased, mortgaged or disposed of by other property the revenues of which are incorporated into the System. In the event of sale, lease or other disposition of the Project to any other entity, the Participant will provide for the full redemption of the Bonds (regardless of the amount of the disposition proceeds). If the Bonds are required to be redeemed as provided above, the proceeds of the sale, lease, mortgage or other disposition will be deposited into a separate escrow account to be established by the Participant with the Paying Agent pursuant to the defeasance provisions of the Ordinance or as otherwise directed in writing by DNR. The Participant may cease to operate, abandon or otherwise dispose of any property that has become obsolete, unproductive or otherwise unusable to the advantage of the Participant.

(b) The provisions of paragraph (a) will not prohibit, restrain or restrict any sale, lease or other disposition of any portion of the Project that has not been financed with Disbursements.

## ARTICLE VII

## EVENTS OF DEFAULTS AND REMEDIES

Section 7.1 Events of Default. Any of the following events will be an "Event of Default" under this Agreement:

(a) failure by the Participant to pay, or cause to be paid, any Bond Payment required to be paid when due if funds have been duly appropriated by the Governing Body for such purpose;

(b) failure by the Participant to observe and perform any agreement under this Agreement, the Grant Agreement or the Ordinance, other than as referred to in paragraph (a) of this Section, and the continuation of the failure for a period of 30 days after written notice is given pursuant to Section 7.2. If the failure stated in the notice is correctable but cannot be corrected within the applicable period and corrective action is instituted and diligently pursued by the Participant, DNR may not unreasonably withhold its consent to an extension to the date that is 90 days after the delivery of the original notice;

(c) any representation made by or on behalf of the Participant in this Agreement, the Grant Agreement, the Ordinance, the Participant's due diligence request form provided to DNR or in any instrument furnished in compliance with or with respect to this Agreement, is determined by DNR to be false or misleading in any material respect;

(d) a petition is filed by or against the Participant under any federal or state bankruptcy or insolvency law or other similar law, unless any petition filed against the Participant is dismissed within 30 days after filing and the dismissal is final and not subject to appeal; and

(e) the Participant generally fails to pay its debts as they become due.

Section 7.2 Notice of Default. The Participant will give DNR and the Paying Agent prompt telephonic notice of the occurrence of any Event of Default referred to in Section 7.1(d) or (e) and of the occurrence of any other event or condition that, with the passage of time or the giving of notice, would constitute an Event of Default. Telephonic notice will be immediately followed by written notice of the Event of Default. Notice of default given to the Participant will specify the event or condition, state that the event or condition constitutes an Event of Default if not remedied, and request that the event or condition be remedied. Except as provided in the first sentence of this Section, notice will be given in the manner provided in Section 8.4.

Section 7.3 Remedies on Default. Whenever an Event of Default has occurred and is continuing, DNR will have the right to take whatever action at law or in equity as provided in Sections 901 and 902 of the Ordinance, subject to the provisions of Section 202 of the Ordinance, and as otherwise provided by law, including, to the extent permitted by law, pursuant to Section 644.125 of the Revised Statutes of Missouri, as amended.

Section 7.4 Attorneys' Fees and Other Expenses.

(a) Upon (i) an Event of Default or (ii) the occurrence and continuance of any event that, with the giving of notice, lapse of time, or both, would constitute an Event of Default, the Participant, on demand, will pay to the Paying Agent and DNR the reasonable fees and expenses of attorneys and other reasonable costs and expenses (including the reasonably allocated costs of in-house counsel and legal staff) incurred by the Paying Agent and DNR in the collection of Bond Payments or the enforcement of any agreements of the Participant.

(b) Prior to incurring any fees, costs and expenses pursuant to this Section, the Paying Agent and DNR will provide written notice to the Participant that it intends to incur fees, costs and expenses. Failure by the Paying Agent or DNR to give the notice will not affect the Paying Agent's or DNR's right to receive payment for attorneys' fees and expenses under this Section 7.4. Upon request by the Participant, the Paying Agent and DNR will provide the Participant with copies of statements evidencing the fees, costs and expenses for which the Paying Agent or DNR is requesting payment. The statements may be edited to maintain the attorney-client privilege.

Section 7.5 Application of Moneys. Any moneys collected by the Paying Agent and DNR under Section 7.3 will be applied *first*, to pay interest on the Bonds then due and payable, *second*, to pay principal on the Bonds then due and payable, *third*, to pay the fees, costs and expenses owed by the Participant under Section 7.4, and *fourth*, to pay any other amounts due and payable under this Agreement and the Escrow Agreement.

Section 7.6 No Remedy Exclusive; Waiver; Notice. No remedy conferred upon or reserved to DNR or the Paying Agent is intended to be exclusive and every remedy is cumulative and in addition to

every other remedy given under this Agreement or existing at law or in equity. No delay or omission to exercise any right, remedy or power accruing upon any Event of Default will impair any right, remedy or power or will be construed as a waiver. Any right, remedy or power may be exercised from time to time and as often as may be deemed expedient. Neither the Paying Agent nor DNR are required to give notice to the Participant in advance of the exercise of any right, remedy or power reserved to them in this Article, except as expressly provided in this Article.

## ARTICLE VIII

## MISCELLANEOUS

Section 8.1 Continuing Disclosure.

(a) For purposes of this Section 8.1, the following terms have the following meanings, in addition to capitalized terms defined elsewhere in this Agreement:

"Beneficial Owner" means any registered owner of Master Trust Bonds and any other person who, directly or indirectly, has the investment power with respect to any Master Trust Bonds.

"Business Day" means any day other than a Saturday, a Sunday or any other day that banking institutions in the State of Missouri are authorized or required to be closed.

"Dissemination Agent" means the Master Trustee.

"EMMA" means the Electronic Municipal Market Access system for municipal securities disclosures, which can be accessed at www.emma.msrb.org.

"Financial Obligation" means a (i) debt obligation; (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (iii) guarantee of (i) or (ii) in this definition; provided, however, the term "Financial Obligation" shall not include municipal securities as to which a final official statement has been provided to the MSRB consistent with the Rule.

"Material Participant" means, subject to paragraph (d) below, the Participant if it has been provided written notice by the Authority or the Master Trustee that it has outstanding Participant Obligations purchased with proceeds of Master Trust Bonds and/or assigned and pledged by DNR to secure Master Trust Bonds outstanding in the aggregate principal amount equal to 20% or more of the aggregate principal amount of all bonds, notes or other obligations purchased with proceeds of Master Trust Bonds and/or assigned and pledged by DNR or the Authority to secure Master Trust Bonds outstanding as of December 1 of each year or to be outstanding upon the issuance of a series of Master Trust Bonds.

"MSRB" means the Municipal Securities Rulemaking Board.

"Participant Obligation" means any bond, note or other obligation issued by the Participant to evidence one or more currently outstanding loans under the SRF Program.

"Rule" means Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

(b) If the Participant is notified by the Authority or the Master Trustee that the Participant is a Material Participant, the Participant will comply with the provisions of this Section 8.1.

(i) The Material Participant will furnish to the Master Trustee the following financial and operating information or provide written confirmation to the Master Trustee that such information has been filed with the MSRB, via EMMA, as required by the Rule:

(A) within 45 days after notification that it is a "Material Participant," a copy of its most recent financial statements prepared in accordance with accounting principles generally accepted in the United States of America and audited by its independent auditors (or if not available as of that date, the unaudited financial statements of such Material Participant and, as soon thereafter as available, the audited financial statements of such Material Participant); and

(B) within 270 days after the close of the fiscal year of such Participant following notification that it is a "Material Participant" and each subsequent fiscal year, a copy of its financial statements prepared in accordance with accounting principles generally accepted in the United States of America and audited by its independent auditors (or if not available as of that date, the unaudited financial statements of such Material Participant and, as soon thereafter as available, the audited financial statements of such Material Participant), and the operating data of such Material Participant, updated for the fiscal year then ended, in substantially the scope and form contained in the appendix related to Material Participants attached to the most recent official statement with respect to a series of Master Trust Bonds.

(ii) Any of the financial information or operating data required by a Material Participant may be incorporated by reference from other documents, including official statements of the Material Participant's debt issues that have been filed with the MSRB, through EMMA, or the Securities and Exchange Commission, and in the case of a final official statement, that is available from the MSRB. The Material Participant will clearly identify in each annual report submitted to the Master Trustee or filed on EMMA each document incorporated by reference and the source from which it is available.

(iii) The Authority, DNR, the Master Trustee, and the Material Participants reserve the right to modify from time to time the specific types of information provided or the format of the presentation of such information to the extent necessary or appropriate in the judgment of such party; provided, however, that such modification will be undertaken only upon receipt of an independent counsel experienced in federal securities law matters delivered to the Authority, DNR, the Master Trustee, and the Material Participant to the effect that such modifications are in compliance with the Rule.

(c) No later than 10 Business Days after the occurrence of any of the following events, the Material Participant will disseminate to the Master Trustee and the Authority notice of the occurrence of any of the following events with respect to the Material Participant's Participant Obligations or the Material Participant's System ("Material Events") (or provide written confirmation to the Master Trustee and the Authority that such information has been filed with the MSRB, via EMMA):

(1) principal and interest payment delinquencies;
(2) non-payment related defaults, if material;
(3) unscheduled draws on debt service reserves reflecting financial difficulties;
(4) unscheduled draws on credit enhancements reflecting financial difficulties;

(5) substitution of credit or liquidity providers, or their failure to perform;
(6) adverse tax opinions; the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Participant Obligation, or other material events affecting the tax status of the Participant Obligation or Master Trust Bonds, proceeds of which have been allocated to the Participant Obligation;
(7) modifications to rights of bondholders, if material;
(8) bond calls, if material, and tender offers;
(9) defeasances;
(10) release, substitution or sale of property securing repayment of the Participant Obligation, if material;
(11) rating changes;
(12) bankruptcy, insolvency, receivership or similar event of the Material Participant;
(13) the consummation of a merger, consolidation, or acquisition involving the Material Participant's System or the sale of all or substantially all of the assets of the Material Participant's System, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
(14) appointment of a successor or additional paying agent or the change of name of the paying agent, if material;
(15) incurrence of a Financial Obligation of the Material Participant, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the Material Participant, any of which affect security holders, if material; and
(16) default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the Material Participant, any of which reflect financial difficulties.

(d) The Material Participant's obligations under paragraphs (b) and (c) of this Section 8.1, will terminate (i) upon the Material Participant's receipt of a notice from the Authority or the Master Trustee that the Material Participant is no longer a "Material Participant" or (ii) automatically upon payment in full of all of the Material Participant's Participant Obligations purchased with proceeds of Master Trust Bonds and/or assigned and pledged by DNR or the Authority to secure Master Trust Bonds.

(e) The sole remedies for a failure to comply with the provisions of this Section 8.1 are specific enforcement or action in mandamus in a court of equity by any Beneficial Owner. Failure of the Participant to comply with the provisions of this Section 8.1 will not be an Event of Default under this Agreement.

(f) Nothing in this Section prevents the Material Participant from disseminating any additional information, or including any other information in any report or notice made under this Section, in addition to that required by this Section. If the Material Participant chooses to include any information in any report or notice made under this Section in addition to that which is specifically required by this Section, the Material Participant will have no obligation to update the additional information or include it in any future report or notice.

(g) The Participant agrees to cooperate and covenants to take all reasonable actions necessary to assist the Authority and DNR, their financial advisors, underwriters and counsel in the preparation of official statements, private placement memorandum or other disclosure documents and all other documents necessary to market and sell Master Trust Bonds.

Section 8.2 Effect of Breach. Failure on the part of DNR in any instance or under any circumstances to observe or fully perform any obligation assumed by or imposed upon it by this Agreement or by law will not make DNR liable in damages to the Participant or relieve the Participant from making any payment to DNR or fully performing any other agreement under this Agreement. The Participant may have and pursue any other remedies provided by law for compelling performance by DNR of any agreement of DNR.

Section 8.3 Termination of Agreement. This Agreement will terminate upon the payment in full of the Bonds under the Ordinance and the transfer of balances as set forth in Section 4.3.

Section 8.4 Notices. All notices, filings and other communications will be given by overnight or first class mail, postage pre-paid, or sent by electronic mail, telegram, telecopy or telex or other similar communication or delivered by a reputable private courier or overnight delivery service, addressed as follows; provided, however, that notice to the Paying Agent shall be effective only upon receipt:

Participant:

City of Springfield, Missouri
840 Boonville Avenue
Springfield, Missouri 65802
Attention: Director of Finance

DNR:

Missouri Department of Natural Resources
Financial Assistance Center
1101 Riverside Drive, P.O. Box 176 (Zip Code 65102)
Springfield City, Missouri 65101
Attention: Director
Email: deqwpcpfacaccounting@dnr.mo.gov

Paying Agent:

UMB Bank, N.A.
2 South Broadway, Suite 600
St. Louis, Missouri 63102
Attention: Corporate Trust Department

Each party may change its address by giving written notice of the new address to the other parties.

Section 8.5 Exculpatory Provision. In exercising powers under this Agreement, the Paying Agent, the Participant and DNR and their members, directors, officers, employees and agents will not be liable to any other party to this Agreement (a) for any actions taken or omitted by it or its members, officers, directors, employees or agents in good faith and believed by it or them to be authorized or within their discretion or rights or powers conferred upon them, or (b) for any claims based on this Agreement against any member, director, officer, employee or agent of the Paying Agent, the Participant or DNR in his or her individual capacity.

Section 8.6 Amendment. This Agreement may be amended or supplemented by a written instrument executed by the parties, subject to the requirements of the Federal Act and regulatory authority of EPA that The Water and Wastewater Loan Fund be operated in a manner that preserves The Water and

Wastewater Loan Fund in perpetuity for its designated purposes and to provide necessary and ongoing assistance to communities to attain and maintain compliance with the Federal Act.

Section 8.7 Electronic Transactions. The transactions described in this Agreement may be conducted and related documents may be sent, received or stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

Section 8.8 Severability of Invalid Provisions. If any agreement provided in this Agreement is contrary to law, that agreement will be severable from the remaining agreements and will not affect the validity of the other provisions of this Agreement.

Section 8.9 Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which will be regarded for all purposes as one original and constitute one and the same instrument.

Section 8.10 Applicable Law. This Agreement will be governed exclusively by the laws of the State.

*[Remainder of Page Intentionally Left Blank]*

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their duly authorized officers or signatories and dated as of the day and year first above written.

MISSOURI DEPARTMENT
OF NATURAL RESOURCES

By: _____
Authorized Officer

CITY OF SPRINGFIELD, MISSOURI

_____
City Manager

(SEAL)

ATTEST:

_____
City Clerk

Approved as to Form: _____, City Attorney

Taxpayer Identification No.: 44-6000268

# EXHIBIT A

## FORM OF REQUISITION

**MISSOURI DEPARTMENT OF NATURAL RESOURCES**
**FINANCIAL ASSISTANCE CENTER**
**STATE REVOLVING FUND REIMBURSEMENT FORM**

**RECIPIENT ORGANIZATION:**
CITY OF SPRINGFIELD
840 BOONVILLE
SPRINGFIELD, MO 65802

**FUNDING PROGRAM:** Clean Water
**FUNDING TYPE:** SRF Grant and Direct Loan
**PROJECT NUMBER:** C290144-01-25

**PAYMENT REQUEST NUMBER:** _____
**LOAN TRUSTEE:**
UMB BANK, NA
IN TRUST FOR CITY OF SPRINGFIELD
2 S. BROADWAY, SUITE 600
ST. LOUIS, MO 63102

If applicable, check here if are you requesting release of retainage. _____

| **ELIGIBLE PROJECT COSTS INCURRED (EXCLUDING RETAINAGE)** Show construction, engineering, administrative costs, etc. | **Current Period** | **Cumulative** | **Office Use Only** |
|---|---|---|---|
| A. *Cost of Issuance at Loan Closing* | | | |
| B. | | | |
| C. | | | |
| D. | | | |
| E. | | | |
| F. | | | |
| G. | | | |
| H. | | | |
| I. | | | |
| J. | | | |
| K. | | | |
| **Z. Total from continuation sheet (lines L - Y)** | | | |
| **AA. Eligible costs incurred to date** | | | |

| | | |
|---|---|---|
| **FOR OFFICE USE ONLY** | BB. TOTAL APPROVED ELIGIBLE COSTS TO DATE | BB. |
| | CC. LESS AMOUNT PREVIOUSLY APPROVED FROM SRF GRANT | CC. |
| | DD. LESS AMOUNT PREVIOUSLY APPROVED FROM SRF LOAN | DD. |
| | EE. AMOUNT PAYABLE TO RECIPIENT FROM SRF GRANT _____ | EE. |
| | FF. AMOUNT PAYABLE TO RECIPIENT FROM SRF LOAN _____ | FF. |

**CERTIFICATION:**
1. By signing this form, I certify to the best of my knowledge and belief that the form is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise.

2. The payrolls for this reimbursement request contain the information required to be provided under 29 CFR 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i) and that such information is correct and complete; and the project is in compliance with the requirements of 29 CFR 5.5(a)(1), based upon the most recent payroll copies.

**RECIPIENT:**

| **Signature of authorized certifying official** | **Typed or printed name and title** | **Date signed** |
|---|---|---|
| | | |

**Office Use Only DNR REVIEWER:**

| **Signature of review official** | **Typed or printed name and title** | **Date signed** |
|---|---|---|
| | | |

CONTINUATION PAGE

**MISSOURI DEPARTMENT OF NATURAL RESOURCES**
**FINANCIAL ASSISTANCE CENTER**
**STATE REVOLVING FUND REIMBURSEMENT FORM**

**PAGE _____ OF _____**

**RECIPIENT ORGANIZATION:**
CITY OF SPRINGFIELD

**PAYMENT REQUEST NUMBER:** _____
**PROJECT NUMBER:** C290144-01-25

| **ELIGIBLE PROJECT COSTS INCURRED (EXCLUDING RETAINAGE)** Show construction, engineering, administrative costs, etc. | Current Period | Cumulative | Office Use Only |
|---|---|---|---|
| L. | | | |
| M. | | | |
| N. | | | |
| O. | | | |
| P. | | | |
| Q. | | | |
| R. | | | |
| S. | | | |
| T. | | | |
| U. | | | |
| V. | | | |
| W. | | | |
| X. | | | |
| Y. | | | |
| Z. | | | |
| TOTAL THIS PAGE: | | | |

EXHIBIT B

FEDERAL REQUIREMENTS[1,2]

| CATEGORY | FEDERAL CITATION | EQUIV. | NON-EQUIV. |
|---|---|---|---|
| **General** | | | |
| Davis Bacon and Related Acts (DBRA) | 33 U.S.C. 1382(b)(6)<br>42 U.S.C. 300j-12(a)(5) | Yes | Yes |
| American Iron and Steel (AIS) | 33 U.S.C. 1388<br>42 U.S.C. 300j-12(a)(4) | Yes | Yes |
| Architecture and Engineering Procurement (Brooks Act) ***(CWSRF only)*** | 33 U.S.C. 1382(B)(14) | Yes | - |
| Cost and Effectiveness ***(CWSRF only)*** | 33 U.S.C. 1382(B)(13) | Yes | Yes |
| Environmental Review (SERP) | 40 CFR 35.3140<br>40 CFR 35.3580 | Yes | Yes |
| Fiscal Sustainability Plans ***(CWSRF only)*** | 33 U.S.C. 1383(d)(1)(E) | Yes | Yes |
| Generally Accepted Accounting Principles | 33 U.S.C. 1382(b)(9)<br>42 U.S.C. 300j-12(g)(3) | Yes | Yes |
| Signage: 2015 Enhancing Public Awareness | 15-02 | Yes | - |
| Single Audit | 2 CFR Part 200, Subpart F | Yes | - |
| Technical, Managerial, and Financial Capacity Demonstration ***(DWSRF only)*** | 42 U.S.C. 300j-12(a)(13) | Yes | Yes |
| **Crosscutters: Environmental** | | | |
| Archaeological and Historic Preservation Act (AHPA) | 16 U.S.C. 469 et seq.<br>PL 93-291 | Yes | - |
| Clean Air Act Conformity | 42 U.S.C. 7401 et seq.<br>PL 95-95 | Yes | - |
| Coastal Barriers Resources Act | 16 U.S.C. 3501 et seq.<br>PL 97-348 | Yes | - |
| Coastal Zone Management Act | 16 U.S.C. 1451 et seq.<br>PL 92-583 | Yes | - |
| Endangered Species Act | 16 U.S.C. 1531 et seq.<br>PL 93-205 | Yes | - |

[1] As of June 2026
[2] Treatment Works only

| CATEGORY | FEDERAL CITATION | EQUIV. | NON-EQUIV. |
|---|---|---|---|
| Farmland Protection Policy Act | 7 U.S.C. 4201 et seq.<br>PL 97-98 | Yes | - |
| Floodplain Management - E.O. 11988 (1997) as amended by E.O. 13690 (2015) | | Yes | - |
| Magnuson-Stevens Fishery Conservation Management Act | 16 U.S.C. 1801 et seq.<br>PL 94-265 | Yes | - |
| National Historic Preservation Act (NHPA) | 54 U.S.C. 300101 et seq.<br>PL 89-655 | Yes | - |
| Sole Source Aquifer, Section 1424(e) of SDWA | 42 U.S.C. 300j-3e | Yes | - |
| Wetlands Protection<br>E.O. 11990 (1977) as amended by E.O. 12608 (1987) | | Yes | - |
| Wild and Scenic Rivers Act | 16 U.S.C. 1271 et seq.<br>PL 90-54 | Yes | - |
| **Super Crosscutters: Social Policy** | | | |
| Civil Rights Laws: The Age Discrimination Act of 1975 | 42 U.S.C. 6102 et seq. | Yes | Yes |
| Civil Rights Laws: §13 of Federal Water Pollution Control Act Amendments of 1972 ***(CWSRF only)*** | 33 U.S.C. 1251 et seq.<br>PL 92-500 | Yes | Yes |
| Civil Rights Laws: §504 of Rehabilitation Act of 1973 | 29 U.S.C. 794<br>PL 93-112 | Yes | Yes |
| Civil Rights Laws: Civil Rights Act of 1964, Title VI | 42 U.S.C. 2000d et seq.<br>PL 88-352 | Yes | Yes |
| **Crosscutters: Social Policy Authorities** | | | |
| Equal Employment Opportunity in Apprenticeship | 29 CFR Part 30 | Yes | Yes |
| Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations E.O. 12898 (2003)[3] | | Yes | - |
| Disadvantaged Business Enterprises (DBEs) | 40 CFR Part 33 | Yes | - |

[3] E.O. 12898 was revoked by E.O. 14173 on January 21, 2025. DNR is seeking direction from EPA regarding the applicability of E.O. 12898 to this Loan. Upon obtaining such direction, DNR will promptly advise the Participant.

| CATEGORY | FEDERAL CITATION | EQUIV. | NON-EQUIV. |
|---|---|---|---|
| **Crosscutters: Economic & Misc. Authorities** | | | |
| Administration of CAA (§306) & CWA (§508) with respect to Federal contracts, grants, or loans: E.O. 11738 (1973) | 42 U.S.C. 7606 et seq.<br>33 U.S.C. 1368 et seq. | Yes | - |
| Build America, Buy America Act (BABA) | PL 117-58, §§ 70901-70927 | Yes | - |
| Federal Funding Accountability and Transparency Act (FAFTA) | PL 109-282 | Yes | - |
| Intergovernmental Review: Demonstration Cities and Metropolitan Development Act | 42 U.S.C. 3331 et seq.<br>PL 89-754 | Yes | - |
| Intergovernmental Review: Intergovernmental Cooperation Act of 1968 | 42 U.S.C. 4201 et seq. | Yes | - |
| Intergovernmental Review:<br>E.O. 12372, as amended (1983) | 40 CFR Part 29 | Yes | - |
| Prohibition on Certain Telecom and Video Surveillance Services/Equipment (National Defense Authorization Act) | 2 CFR 200.216<br>PL 115-232 §889 | Yes | - |
| Debarment and Suspension<br>E.O. 12549 (1986) | 2 CFR Part 180<br>2 CFR Part 1532 | Yes | - |
| Uniform Grant Guidance Subaward Procurement and Monitoring ***(Grants only)*** | 2 CFR 200.317-327<br>2 CFR 200.331-333 | Yes | Yes |
| Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA) | 42 U.S.C. 4601 et seq.<br>40 CFR Part 4<br>49 CFR Part 24<br>PL 91-646 | Yes | - |
| Water Supply Cost Savings Self-Certification ***(DWSRF only)*** | 42 U.S.C. 300j-3d(b) | Yes | - |

* * *

EXHIBIT C

INITIAL FORM OF ANNUAL COMPLIANCE CHECKLIST

| | |
|---|---|
| Name of Participant: | City of Springfield, Missouri |
| SRF Loan No. (the "SRF Loan") financing the Financed Facility: | C290072-01 |
| Name of Bonds ("Bonds") evidencing the SRF Loan: | Special Obligation Bonds (State of Missouri – Direct Loan Program) Series 2026 |
| Financed Facility (Project financed in whole or in part with proceeds of the SRF Loan): | *[Insert definition of "Project" as set forth in the Purchase Agreement, as amended and supplemented]* |
| Closing Date of SRF Loan: | August 31, 2026 |
| Date Project was completed and was first used: | |
| Written Name of Person Completing this Questionnaire: | |

| Item | Question | Response |
|---|---|---|
| 1<br>Ownership | 1. Was all of the Financed Facility (i.e., the Project financed with the SRF Loan) owned by the Participant during the entire Annual Period? | Question No. 1:<br>Yes<br>No |
| | *If answer to Question No. 1 is "YES," move to Question No. 2.*<br>*If answer to Question No. 1 is "NO," move to Question No. 1(a).*<br><br>1(a). Was advice of Bond Counsel obtained prior to the sale or transfer?<br><br>*If answer to Question No. 1(a) is "YES," provide a description of the advice to the Authority, include the description of the advice in the Tax-Exempt Bond File, and move to Question 2.*<br><br>*If answer to Question No. 1(a) is "NO," contact Bond Counsel, include a description of the outcome in the Tax-Exempt Bond File, and move to Question 2.* | Question No. 1(a):<br>Yes<br>No |

| | | |
|---|---|---|
| 2<br>Leases, Use Agreements and Other Rights to Possession | 2. During the Annual Period, was any portion of the Financed Facility (i.e., the Project financed with the SRF Loan) leased at any time pursuant to a lease or similar use agreement or arrangement for more than 50 days (e.g., an agreement permitting a cell phone tower to be erected on a bond-financed water tower)? | Question No. 2:<br>Yes<br>No |
| | *If answer to Question No. 2 is "NO," move to Question No. 3.*<br>*If answer to Question No. 2 is "YES," move to Question No. 2(a).*<br><br>2(a). Was advice of Bond Counsel obtained prior to entering into the lease or similar use agreement or arrangement?<br><br>*If answer to Question No. 2(a) is "YES," provide a description of the advice to the Authority, include a description of the advice in the Tax-Exempt Bond File, and move to Question 3.*<br><br>*If answer to Question No. 2(a) is "NO," contact Bond Counsel, include a description of the outcome in the Tax-Exempt Bond File, and move to Question 3.* | Question No. 2(a):<br>Yes<br>No |

| Item | Question | Response |
|---|---|---|
| 3<br>Management or Service Agreements | 3. During the Annual Period, has the Participant entered into an agreement with another entity to manage the operation of or provide services with respect to the Financed Facility (i.e., the Project financed with the SRF Loan)(e.g., does a private entity operate or provide services with respect to any portion of the System on behalf of the Participant)? | Question No. 3:<br>Yes<br>No |
| | *If answer to Question No. 3 is "NO," move to Question No. 4.*<br>*If answer to Question No. 3 is "YES," move to Question No. 3(a).*<br><br>3(a). Was advice of Bond Counsel obtained prior to entering into the management or service agreement?<br><br>*If answer to Question No. 3(a) is "YES," provide a description of the advice to the Authority, include a description of the advice in the Tax-Exempt Bond File, and move to Question 4.*<br><br>*If answer to Question No. 3(a) is "NO," contact Bond Counsel, include a description of the outcome in the Tax-Exempt Bond File, and move to Question 4.* | Question No. 3(a):<br>Yes<br>No |

| | | |
|---|---|---|
| 4<br>Other Use | 4. Was any agreement or arrangement entered into with an individual or entity that grants special legal rights or special economic benefits with respect to the Financed Facility (i.e., the Project financed with the SRF Loan)? | Question No. 4:<br>Yes<br>No |
| | *If answer to Question No. 4 is "NO," sign and date this questionnaire, include a copy in the Tax-Exempt Bond File and send a copy to the Authority.*<br>*If answer to Question No. 4 is "YES," move to Question No. 4(a).*<br><br>4(a). Was advice of Bond Counsel obtained prior to entering into the agreement or arrangement?<br><br>*If answer to Question No. 4(a) is "YES," provide a description of the advice to the Authority, include a description of the advice in the Tax-Exempt Bond File, sign and date this questionnaire, include a copy in the Tax-Exempt Bond File and send a copy to the Authority.*<br><br>*If answer to Question No. 4(a) is "NO," contact Bond Counsel, include a description of the outcome in the Tax-Exempt Bond File, sign and date this questionnaire, include a copy in the Tax-Exempt Bond File and send a copy to the Authority.* | Question No. 4(a):<br>Yes<br>No |

Name of Person Completing Questionnaire: _____

Date: _____

EXHIBIT D

AUTHORITY'S TAX COMPLIANCE PROCEDURE

STATE ENVIRONMENTAL IMPROVEMENT AND
ENERGY RESOURCES AUTHORITY

# STATE REVOLVING FUNDS PROGRAMS
# TAX COMPLIANCE PROCEDURE

**Dated as of July 25, 2013**

July 25, 2013

STATE REVOLVING FUNDS PROGRAMS
TAX COMPLIANCE PROCEDURE

TABLE OF CONTENTS


Page

ARTICLE I

DEFINITIONS

Section 1.1. Definitions ..... 1

ARTICLE II

PURPOSE AND SCOPE

Section 2.1. Purpose of Compliance Procedure ..... 4
Section 2.2. Scope of Compliance Procedure; Conflicts ..... 5
Section 2.3. Amendments and Publication of Compliance Procedure ..... 5

ARTICLE III

BOND COMPLIANCE OFFICER; TRAINING

Section 3.1. Bond Compliance Officer Duties ..... 5
Section 3.2. Training ..... 6

ARTICLE IV

COMPLIANCE PROCEDURE FOR PARTICIPANT LOANS CURRENTLY OUTSTANDING

Section 4.1. Tax-Exempt Bonds Covered by Article IV Procedures ..... 6
Section 4.2. Participant Contact ..... 6
Section 4.3. Annual Certification ..... 6
Section 4.4. Correcting Prior Deficiencies in Compliance ..... 6

ARTICLE V

COMPLIANCE PROCEDURE FOR NEW PARTICIPANT LOANS

Section 5.1. Application ..... 7
Section 5.2. Prior to Issuance of Tax-Exempt Bonds ..... 7
Section 5.3. Final Written Allocation of Participant Loan Proceeds ..... 7
Section 5.4. Participant Annual Compliance Checklists; Reviews ..... 7

ARTICLE VI

COMPLIANCE PROCEDURE FOR TAX-EXEMPT BONDS CURRENTLY OUTSTANDING

Section 6.1. Tax-Exempt Bonds Covered by Article IV Procedures ..... 8
Section 6.2. Tax-Exempt Bond File; Annual Compliance Checklists ..... 8

Section 6.3. Correcting Prior Deficiencies in Compliance ..... 8

**ARTICLE VII**

**COMPLIANCE PROCEDURE FOR NEW TAX-EXEMPT BOND ISSUES**

Section 7.1. Application ..... 8
Section 7.2. Prior to Issuance of Tax-Exempt Bonds ..... 8
Section 7.3. Accounting and Recordkeeping ..... 9
Section 7.4. Final Allocation of Bond Proceeds ..... 9

**ARTICLE VIII**

**ONGOING MONITORING PROCEDURES**

Section 8.1. Annual Compliance Checklist ..... 10
Section 8.2. Arbitrage and Rebate Compliance ..... 10

Exhibit A – List of Tax-Exempt Bonds Covered by this Compliance Procedure
Exhibit B – Sample Annual Compliance Checklist (Authority)
Exhibit C – Sample Annual Compliance Checklist (Participant)

STATE REVOLVING FUNDS PROGRAMS
TAX COMPLIANCE PROCEDURE

ARTICLE I

DEFINITIONS

**Section 1.1. Definitions.** Capitalized words and terms used in this Compliance Procedure have the following meanings:

"**Authority Annual Compliance Checklist**" means a questionnaire and/or checklist described in **Section 6.2** and in the form attached as **Exhibit B**, or any replacement form as requested by Bond Counsel and approved by the Bond Compliance Officer, to be completed each year by the Bond Compliance Officer.

"**Authority**" means the State Environmental Improvement and Energy Resources Authority, a body corporate and politic and a governmental instrumentality of the State of Missouri.

"**Bond Compliance Officer**" means the Authority's Deputy Director or, if the position of Deputy Director is vacant, the person filling the responsibilities of the Deputy Director for the Authority.

"**Bond Counsel**" means a law firm selected by the Authority to provide a legal opinion regarding the tax status of interest on the Tax-Exempt Bonds as of the issue date or the law firm selected to advise the Authority on matters referenced in this Compliance Procedure.

"**Bond Restricted Funds**" means the funds, accounts, and investments that are subject to arbitrage rebate and/or yield restriction rules that have been identified in the Tax Compliance Agreement for the Tax-Exempt Bonds.

"**Bond Transcript**" means the "transcript of proceedings" or other similarly titled set of transaction documents assembled by Bond Counsel following the issuance of the Tax-Exempt Bonds.

**"Clean Water Commission"** means the Clean Water Commission of the State of Missouri.

**"Clean Water Loan"** means a loan made to Clean Water Participants pursuant to the Clean Water SRF Direct Loan Program or the Clean Water SRF Leveraged Loan Program.

**"Clean Water Participant"** means a Missouri governmental entity that participates in the Clean Water SRF Direct Loan Program or the Clean Water SRF Leveraged Loan Program.

**"Clean Water SRF Direct Loan Program"** means DNR's State of Missouri Direct Loan Program created in cooperation with the Clean Water Commission to provide financial assistance to Clean Water Participants to finance publicly owned wastewater treatment and sanitary sewerage facilities.

**"Clean Water SRF Leveraged Loan Program"** means the Missouri Leveraged State Clean Water Revolving Fund Program created by cooperative agreement among the Authority, DNR and the Clean Water Commission to provide financial assistance to Clean Water Participants to finance publicly owned wastewater treatment and sanitary sewerage facilities.

**"Code"** means the Internal Revenue Code of 1986, as amended.

"**Compliance Procedure**" means this State Revolving Funds Programs Tax Compliance Procedure.

"**Cost**" or "**Costs**" means all costs and expenses paid for the acquisition, design, construction, equipping or improvement of a Financed Facility or costs of issuing Tax-Exempt Bonds for a Financed Facility.

"**DNR**" means the Missouri Department of Natural Resources, a department of the State of Missouri.

"**Drinking Water Commission**" means the Safe Drinking Water Commission of the State of Missouri.

"**Drinking Water Loan**" means a loan made to a Drinking Water Participant pursuant to the Drinking Water SRF Direct Loan Program or the Drinking Water SRF Leveraged Loan Program.

"**Drinking Water Participant**" means s Missouri governmental entity or nonprofit corporation that participates in the Drinking Water SRF Direct Loan Program or the Drinking Water SRF Leveraged Loan Program.

"**Drinking Water SRF Direct Loan Program**" means DNR's State of Missouri Direct Loan Program created in cooperation with the Drinking Water Commission to provide financial assistance to Drinking Water Participants to finance publicly and privately owned drinking water treatment facilities.

"**Drinking Water SRF Leveraged Loan Program**" means the Missouri Leveraged State Drinking Water Revolving Fund Program created by cooperative agreement among the Authority, DNR and the Safe Drinking Water Commission to provide financial assistance to Drinking Water Participants to finance publicly and privately owned drinking water treatment facilities.

"**Final Written Allocation**" means the Final Written Allocation of Tax-Exempt Bond proceeds pursuant to **Section 7.4** or of Participant Loan proceeds pursuant to **Section 5.3**.

"**Financed Facility**" means that part of a Project Facility treated as financed with proceeds of a Participant Loan as reflected in a Final Written Allocation or, if no Final Written Allocation was prepared, the accounting records of the Trustee, the Authority or the Participant, as the case may be, and the Tax Compliance Agreement for the Tax-Exempt Bonds.

"**Intent Resolution**" means a resolution of the Authority or the Participant stating (1) the intent of the Authority or the Participant to finance all or a portion of the Project Facility, (2) the expected maximum size of the financing, and (3) the intent of the Authority or Participant to reimburse Costs of the Project Facility paid by the Authority or the Participant from proceeds of a Tax-Exempt Bond.

"**IRS**" means the Internal Revenue Service.

"**Participant**" means a Clean Water Participant or a Drinking Water Participant.

"**Participant Annual Compliance Checklist**" means a questionnaire and/or checklist described in **Section 5.4** and in the form attached as **Exhibit C**, or any replacement form as requested by Bond Counsel and approved by the Bond Compliance Officer, which is completed each year by a Participant.

**"Participant Bond Compliance Officer"** means the individual officer or employee of the Participant named as the primary individual responsible for post-issuance tax compliance by the Participant in connection with its Participant Loan.

**"Participant Closing Certificate"** means the closing certificate executed by the Participant in connection with the closing of the Participant Loan.

**"Participant Loan"** means a Clean Water Loan or a Drinking Water Loan.

"**Placed In Service**" means the date when the Project Facility is substantially complete and in operation at substantially its design level, as determined by the Participant Bond Compliance Officer or, in the absence of appropriate action by the Participant Bond Compliance Officer, by [DNR][the Bond Compliance Officer in consultation with DNR].

"**Project Facility**" means all tangible or intangible property financed in whole or in part with proceeds of a Participant Loan that are (1) functionally related or integrated in use, (2) located on the same physical site or proximate sites, and (3) expected to be Placed In Service within a one-year period of each other.

"**Rebate Analyst**" means the rebate analyst for the Tax-Exempt Bonds selected pursuant to the Tax Compliance Agreement.

**"Regulations"** means all regulations issued by the U.S. Treasury Department to implement the provisions of Code §§ 103 and 141 through 150 and applicable to tax-exempt obligations.

**"Requisition"** means a Clean Water Reimbursement Form or Drinking Water Reimbursement Form, submitted by a Participant and approved by DNR for each disbursement of Participant Loan proceeds.

**"State Revolving Funds Programs"** means, collectively, the Clean Water SRF Direct Loan Program, the Clean Water SRF Leveraged Loan Program, the Drinking Water SRF Direct Loan Program and the Drinking Water SRF Leveraged Loan Program.

**"Tax Compliance Agreement"** means a Federal Tax Certificate, Tax Compliance Agreement, Arbitrage Agreement, or other written certification or agreement of the Authority or the Participant (including Article V or similar article of a Purchase Agreement between the Participant and DNR or Exhibit to a Participant Closing Certificate), setting out representations and covenants for satisfying the post-issuance tax compliance requirements for the Tax-Exempt Bonds.

**"Tax-Exempt Bonds"** means any bond, note, installment sale agreement, lease or certificate intended to be a debt obligation of the Authority, the proceeds of which are to be loaned or otherwise made available to DNR to finance Participant Loans, and the interest on which is excludable from gross income for federal income tax purposes. A list of all Tax-Exempt Bonds outstanding and subject to this Compliance Procedure as of July 1, 2013, is attached as **Exhibit A**.

"**Tax-Exempt Bond File**" means documents and records which may consist of paper and electronic medium, maintained for the Tax-Exempt Bonds. Each Tax-Exempt Bond File will include the following information if applicable:

(a) Intent Resolution. (Duplicate Copy Maintained by Bond Compliance Officer)
(b) Bond Transcript. (Duplicate Copy Maintained by Bond Compliance Officer)

(c) For each Participant Loan, a Final Written Allocation and/or all available accounting records related to the Financed Facility showing expenditures allocated to the proceeds of the Participant Loan and expenditures (if any) allocated to other sources of funds.

(d) All rebate and yield reduction payment calculations performed by the Rebate Analyst and all investment records provided to the Rebate Analyst for purposes of preparing the calculations.

(e) Forms 8038-T together with proof of filing and payment of rebate. (Duplicate Copy Maintained by Bond Compliance Officer)

(f) Investment agreement bid documents (unless included in the Bond Transcript) including:

(1) bid solicitation, bid responses, certificate of broker;

(2) written summary of reasons for deviations from the terms of the solicitation that are incorporated into the investment agreement; and

(3) copies of the investment agreement and any amendments.

(g) Any item required to be maintained by the terms of the Tax Compliance Agreement and Participant's Tax Compliance Agreement involving the use of the Financed Facility or expenditures related to tax compliance for the Tax-Exempt Bonds.

(h) Any opinion of Bond Counsel regarding the Tax-Exempt Bonds not included in the Bond Transcript. (Duplicate Copy Maintained by Bond Compliance Officer)

(i) Amendments, modifications or substitute agreements to any agreement contained in the Bond Transcript. (Duplicate Copy Maintained by Bond Compliance Officer)

(j) Any correspondence with the IRS relating to the Tax-Exempt Bonds including all correspondence relating to an audit by the IRS of the Tax-Exempt Bonds or any proceedings under the Tax-Exempt Bonds Voluntary Closing Agreement Program (VCAP). (Duplicate Copy Maintained by Bond Compliance Officer)

(k) All completed Authority Annual Compliance Checklists and Participant Annual Compliance Checklists and any other questionnaires or correspondence substantiating compliance with the post-issuance tax requirements.

(l) For refunding bond issues, the Tax-Exempt Bond File for the refunded Tax-Exempt Bonds.

**"Trustee"** means the corporate trustee named in a trust indenture or other similar document included in the Bond Transcript for the Tax-Exempt Bonds or the "Paying Agent" within the meaning of the documents executed by a Participant, DNR and the Paying Agent in connection with a Participant Loan made under the Clean Water SRF Direct Loan Program or the Drinking Water SRF Direct Loan Program.

## ARTICLE II

## PURPOSE AND SCOPE

**Section 2.1. Purpose of Compliance Procedure.**

(a) Authority's Use of Tax-Exempt Bonds. The Authority issues Tax-Exempt Bonds and funds Participant Loans or makes the proceeds available to DNR to fund, or reimburse DNR for funding of, certain Participant Loans, the proceeds of which finance Costs of a Project Facility. The Authority understands that in exchange for the right to issue Tax-Exempt Bonds at favorable interest rates and terms, the Code and Regulations impose ongoing requirements related to the proceeds of the Tax-Exempt Bonds and the Financed Facility financed by the Tax-Exempt Bonds. These requirements focus on the investment,

use and expenditure of proceeds of the Tax-Exempt Bonds and related funds as well as restrictions on the use of the Project Facility.

(b) IRS Recommends Separate Written Procedures. The Authority recognizes that the IRS has stated that all issuers of Tax-Exempt Bonds should have separate written procedures regarding ongoing compliance with the federal tax requirements for Tax-Exempt Bonds.

(c) Authority Commitment. The Authority is committed to full compliance with the federal tax law requirements for all of its outstanding and future issues of Tax-Exempt Bonds. This Compliance Procedure is adopted by the Authority to comply with IRS directives and to improve federal tax law compliance and documentation. Because each Participant is primarily responsible for the expenditure and investment of proceeds of its Participant Loan and the use of its Project Facility, this Compliance Procedure provides that each Participant will assume substantially all obligations related to post-issuance compliance for its Participant Loan. The Authority will assume responsibility for annually monitoring each Participant's compliance with the post-issuance tax requirements through use of the Participant Annual Compliance Checklists. The Authority will assume responsibility for ensuring compliance with the remaining post-issuance tax requirements for all Tax-Exempt Bonds primarily consisting of compliance with the arbitrage and rebate requirements.

**Section 2.2. Scope of Compliance Procedure; Conflicts.** This Compliance Procedure applies to all Participant Loans, both currently outstanding and issued in the future, and all Tax-Exempt Bonds, both currently outstanding and issued in the future. If the provisions of this Compliance Procedure conflict with a Tax Compliance Agreement or any specific written instructions of Bond Counsel, the terms of the Tax Compliance Agreement or specific written instructions of Bond Counsel will supersede and govern in lieu of this Compliance Procedure. Any exception to this Compliance Procedure required by Bond Counsel as part of a future issue of Tax-Exempt Bonds will be incorporated in the Tax Compliance Agreement for the future issue. Any requirements imposed on the Authority or a Participant in the Tax Compliance Agreement will be noted by the Bond Compliance Officer and incorporated into the Authority Annual Compliance Checklist and/or the Participant Annual Compliance Checklist.

**Section 2.3. Amendments and Publication of Compliance Procedure.** This Compliance Procedure may be amended from time-to-time by the Authority. Copies of this Compliance Procedure and any amendments will be included in the permanent records of the Authority.

## ARTICLE III

## BOND COMPLIANCE OFFICER; TRAINING

**Section 3.1. Bond Compliance Officer Duties.** The Bond Compliance Officer is responsible for implementing this Compliance Procedure. The Bond Compliance Officer will work with the Participants through each Participant Bond Compliance Officer, DNR and the Trustee to assist in implementing this Compliance Procedure. The Bond Compliance Officer will consult with Participants, DNR, Bond Counsel, legal counsel to the Authority, accountants, tax return preparers and other outside experts to the extent necessary to carry out the purposes of this Compliance Procedure. The Bond Compliance Officer will report to the Authority as necessary, and at least annually, regarding implementation of this Compliance Procedure and any recommended changes or amendments to this Compliance Procedure.

**Section 3.2. Training.**

(a) Training Programs. When appropriate, the Bond Compliance Officer and/or other employees of the Authority under the direction of the Bond Compliance Officer will attend training programs offered by the IRS or other industry professionals regarding Tax-Exempt Bonds that are relevant to the Authority.

(b) Change in Bond Compliance Officer. Any time an individual acting as the Bond Compliance Officer passes the responsibilities for carrying out the provisions of this Compliance Procedure to another individual, the Authority will ensure the incoming individual acting as Bond Compliance Officer is trained on how to implement the policies and procedures included in this Compliance Procedure to ensure the Authority's continued compliance with the provisions of this Compliance Procedure and all Tax Compliance Agreements for any outstanding Tax-Exempt Bonds.

## ARTICLE IV

## COMPLIANCE PROCEDURE FOR PARTICIPANT LOANS CURRENTLY OUTSTANDING

**Section 4.1. Participant Loans Covered by Article IV Procedures.** This **Article IV** applies to all Participant Loans issued prior to the date of this Compliance Procedure that are currently outstanding.

**Section 4.2. Participant Contact.** As soon as reasonably practical the Bond Compliance Officer will send to each Participant a copy of the Participant's Tax Compliance Agreement along with a letter reminding the Participant that pursuant to the Participant's Tax Compliance Agreement the Participant is responsible for post-issuance tax compliance related to record keeping, use of Participant Loan proceeds, and use of the Financed Facility.

**Section 4.3. Annual Certification From Each Participant.** As soon as practical following the adoption of this Compliance Procedure, the Bond Compliance Officer will request each Participant to confirm annually in writing its compliance with the terms of the Participant's Closing Certificate for the Participant Loan through use of a Participant Annual Compliance Checklist. The Bond Compliance Officer will use reasonable efforts to obtain a completed Participant Annual Compliance Checklist from each Participant and will retain the completed Participant Annual Compliance Checklist in the Tax-Exempt Bond File for the longer of the term of the Participant Loan or the Tax-Exempt Bond allocable to financing the Participant Loan (if any) plus three years.

**Section 4.4. Correcting Prior Deficiencies in Compliance.** If a Participant informs the Bond Compliance Officer of a deficiency in compliance with Participant's Tax Compliance Agreement for an outstanding Participant Loan allocable to an outstanding Tax-Exempt Bond listed on **Exhibit A**, the Bond Compliance Officer will consult with Bond Counsel and, as necessary or appropriate, follow the procedures described in the Regulations or the Tax-Exempt Bonds Voluntary Closing Agreement Program (VCAP) to remediate the noncompliance. If remediation of the noncompliance requires the Authority to submit a request under VCAP, the Bond Compliance Officer will undertake this step only after reporting the violation to the Director of the Authority and obtaining the approval of the Director and/or the Authority, as deemed appropriate.

## ARTICLE V

## COMPLIANCE PROCEDURE FOR NEW PARTICIPANT LOANS

**Section 5.1. Application**. This **Article V** applies to Participant Loans made on or after the date of this Compliance Procedure.

**Section 5.2. Prior to Issuance of Participant Loan**.

(a) Intent Resolution. Prior to or as a part of the Participant Loan authorization process, the Participant may adopt an Intent Resolution. The Authority expects that Participants will usually adopt an Intent Resolution as part of their election call proceedings.

(b) Participant's Tax Compliance Agreement. For each Participant Loan, a Participant's Tax Compliance Agreement, including covenants related to the Participant's compliance with the post-issuance tax requirements, will be signed by the Participant Bond Compliance Officer or other duly authorized officer of the Participant. The Participant's Tax Compliance Agreement will (1) describe the Project Facility and the anticipated Financed Facility, (2) for new money financings, require the Participant to complete a Final Written Allocation, and (3) contain a form of the Participant Annual Compliance Checklist for the Participant Loan. The Participant Bond Compliance Officer is expected to confer with the Bond Compliance Officer and Bond Counsel or local bond counsel to the Participant regarding the meaning and scope of each representation and covenant contained in the Participant's Tax Compliance Agreement.

(c) Participant Loans; Preliminary Cost Allocations. The Participant Bond Compliance Officer in consultation with DNR, will prepare a preliminary cost allocation plan for the Project Facility to be funded from proceeds of a Participant Loan. The preliminary cost allocation plan will identify the assets and expected costs for the Project Facility, and when necessary, will break-out the portions of Costs that are expected to be financed with proceeds of the Participant Loan and the portions, if any, expected to be financed from other sources.

**Section 5.3. Final Written Allocation of Participant Loan Proceeds**. The Participant's Tax Compliance Agreement will include the Participant's agreement that its file of all Requisitions and supporting invoices provided to DNR with respect to the use of Participant Loan proceeds constitutes the Participant's Final Written Allocation of the application of proceeds of the Participant Loan to the Financed Facility. In addition, the Bond Compliance Officer may access DNR's compilation of Requisitions and supporting invoices to document the Participant's Final Written Allocation absent receipt of documentation from the Participant. The Participant may, with at least 60 days' prior written notice to, and the written consent of DNR, deliver a revised written reimbursement allocation to DNR if the revised allocation is accompanied by an Opinion of Bond Counsel. However, no revised reimbursement allocation will be made more than 18 months following the later of (A) the date of the expenditure or (B) the date the Financed Facility was Placed In Service, unless an Opinion of Bond Counsel is delivered to DNR and the Authority. For Participant Loans issued only to refund a prior Participant Loan, the Participant Bond Compliance Officer will work with the Bond Compliance Officer or Bond Counsel to prepare and/or document the Final Written Allocation for the Financed Facility financed by the refunded Participant Loan and include it as an attachment to the Participant's Tax Compliance Agreement or in the Tax-Exempt Bond File.

**Section 5.4. Participant Annual Compliance Checklists; Reviews**.

(a) Participant Annual Compliance Checklists. The Participant Bond Compliance Officer will be responsible for assembling and maintaining the information necessary to accurately complete the Participant Annual Compliance Checklist. Each Participant Bond Compliance Officer will be required to

provide a completed Participant Annual Compliance Checklist, together with any supporting documentation, to the Director, Financial Assistance Center of DNR (and subsequently forwarded by the Director to the Bond Compliance Officer) or directly to the Authority.

(b) Review of Participant Annual Compliance Checklist. Each Participant Annual Compliance Checklist will be reviewed by legal counsel to the Participant or the Participant's local bond counsel for sufficiency and compliance with the Participant's Tax Compliance Agreement and this Compliance Procedure. Following the completion of the review, the Participant Bond Compliance Officer will execute the Participant's Annual Compliance Checklist.

## ARTICLE VI

## COMPLIANCE PROCEDURE FOR TAX-EXEMPT BONDS CURRENTLY OUTSTANDING

**Section 6.1. Tax-Exempt Bonds Covered by Article VI Procedures.** This **Article VI** applies to all Tax-Exempt Bonds issued prior to the date of this Compliance Procedure that are currently outstanding. These Tax-Exempt Bonds are listed on **Exhibit A**.

**Section 6.2. Tax-Exempt Bond File; Annual Compliance Checklists.** As soon as practical, the Bond Compliance Officer will attempt to assemble as much of the Tax-Exempt Bond File as is available for the Tax-Exempt Bonds listed on **Exhibit A**. As soon as practical, the Bond Compliance Officer will complete an Authority Annual Compliance Checklist for each outstanding Tax-Exempt Bond issue. The Bond Compliance Officer will use reasonable efforts to obtain a completed Participant Annual Compliance Checklist from each Participant. The Bond Compliance Officer will retain the completed Participant Annual Compliance Checklist and Authority Annual Compliance Checklist in the Tax-Exempt Bond File for the longer of the term of the Participant Loan or the Tax-Exempt Bond allocable to financing the Participant Loan (if any) plus three years.

**Section 6.3. Correcting Prior Deficiencies in Compliance.** In the event of a deficiency in compliance with the Tax Compliance Agreement for an outstanding Tax-Exempt Bond listed on **Exhibit A**, the Bond Compliance Officer will consult with Bond Counsel and, as necessary, follow the procedures described in the Regulations or the Tax-Exempt Bonds Voluntary Closing Agreement Program (VCAP) to remediate the noncompliance. If remediation of the noncompliance requires the Authority to submit a request under VCAP, the Bond Compliance Officer will undertake this step only after reporting the violation to the Authority and obtaining its approval.

## ARTICLE VII

## COMPLIANCE PROCEDURE FOR NEW TAX-EXEMPT BONDS

**Section 7.1. Application.** This **Article VII** applies to Tax-Exempt Bonds issued on or after the date of this Compliance Procedure.

**Section 7.2. Prior to Issuance of Tax-Exempt Bonds.**

(a) Intent Resolution. The Authority will authorize and approve the issuance of Tax-Exempt Bonds. Prior to or as a part of the authorizing resolution, the Authority may adopt an Intent Resolution.

(b) Directions to Bond Counsel. The Bond Compliance Officer will provide a copy of this Compliance Procedure to Bond Counsel with directions for Bond Counsel to structure the documentation and procedural steps taken prior to issuing the Tax-Exempt Bonds so that they conform to the requirements

of this Compliance Procedure, except to the extent Bond Counsel determines that different procedures are required. The Bond Compliance Officer will consult with Bond Counsel so that appropriate provisions are made to fund or reimburse the Authority's costs and expenses incurred to implement this Compliance Procedure. To the extent the Authority relies on or acts at the direction of the Participant, the Tax Compliance Agreement will contain appropriate provision for Authority indemnification by the Participant.

(c) Tax Compliance Agreement. For each Tax-Exempt Bond, the Authority will enter into a Tax Compliance Agreement including covenants related to compliance with the post-issuance tax requirements that will be signed by the Bond Compliance Officer or other duly authorized officer of the Authority. The Tax Compliance Agreement will (1) identify the Participant Loans being financed with proceeds of the Tax-Exempt Bond, (2) identify all Bond Restricted Funds and provide for arbitrage and rebate compliance, (3) for new money financings, assure each Participant is required to complete a Final Written Allocation, and (4) contain a form of the Authority Annual Compliance Checklist. The Bond Compliance Officer will review the Authority's Tax Compliance Agreement and, if deemed appropriate, confer with Bond Counsel and the Authority's counsel regarding the meaning and scope of each representation and covenant contained in the Authority's Tax Compliance Agreement.

(d) Preliminary Cost Allocations. For each Tax-Exempt Bond issuance, the Bond Compliance Officer will assure a preliminary cost allocation plan is prepared. The preliminary cost allocation plan will identify the Participant Loans or portions thereof to be financed with proceeds of the Tax-Exempt Bonds and the portions of the Participant Loans, if any, expected to be financed from other sources together with the proceeds expected to be used to finance costs of issuing or credit enhancement for the Tax-Exempt Bonds, including funding any reserve funds.

(e) Tax Review with Bond Counsel. Prior to the sale of Tax-Exempt Bonds, the Bond Compliance Officer and Bond Counsel will review this Compliance Procedure together with the draft Tax Compliance Agreement to ensure that any tax compliance issues in the new financing are adequately addressed by this Compliance Procedure and/or the Tax Compliance Agreement. If Bond Counsel determines that this Compliance Procedure conflicts with the Tax Compliance Agreement, or must be supplemented to account for special issues or requirements for the Tax-Exempt Bonds, the Bond Compliance Officer will ask Bond Counsel to include the written modifications or additions in the final Tax Compliance Agreement. The Bond Compliance Officer will request Bond Counsel to prepare a form of Authority Annual Compliance Checklist for use in monitoring the ongoing compliance requirements for the Tax-Exempt Bonds.

**Section 7.3. Accounting and Recordkeeping.** The Bond Compliance Officer will assure the accounting for the investment and allocation of proceeds of the Tax-Exempt Bonds is accomplished. The Bond Compliance Officer may use accounts established pursuant to a trust indenture for the Tax-Exempt Bonds to assist it in accounting for the investment and expenditure of Tax-Exempt Bonds. For Tax-Exempt Bonds that are issued to refund prior Tax-Exempt Bonds, the Tax Compliance Agreement will set out special accounting and allocation procedures for the proceeds of the financing, and if necessary proceeds of the refinanced Tax-Exempt Bonds. The Bond Compliance Officer will be responsible for assembling and maintaining the Tax-Exempt Bond File.

**Section 7.4. Final Allocation of Bond Proceeds.**

(a) Preparation of Final Written Allocation; Timing. The Bond Compliance Officer will assure a written allocation of Tax-Exempt Bond proceeds to Participant Loans and other expenditures is prepared. This process will be memorialized in the Final Written Allocation. For a new money financing, the Bond Compliance Officer will commence this process as of the earliest of (1) the requisition of all Participant Loan proceeds from any segregated Tax-Exempt Bond funded account, (2) the date the Project Facilities

have been substantially completed or (3) four and one/half years following the issue date of the Tax-Exempt Bonds. For Tax-Exempt Bonds issued only to refund a prior issue of Tax-Exempt Bonds, the Participant Bond Compliance Officer will work with the Participants and Bond Counsel to prepare and/or document the Final Written Allocation for the Financed Facility financed by the refunded Tax-Exempt Bonds and include it in the Tax Compliance Agreement.

(b) Contents and Procedure. The Bond Compliance Officer will consult the Tax Compliance Agreement and, if necessary, contact Bond Counsel to seek advice regarding any special allocation of Tax-Exempt Bond proceeds and other money to Participant Loans and other expenditures. If no special allocation is required or recommended, the Bond Compliance Officer will allocate proceeds of the Tax-Exempt Bonds in accordance with the Authority's accounting records. Each Final Written Allocation will contain the following: (1) a reconciliation of the actual sources and uses to fund Participant Loans, (2) the percentage of each Participant Loan financed with proceeds of the Tax-Exempt Bonds and (3) any special procedures to be followed in completing the Authority Annual Compliance Checklist.

(c) Finalize Authority Annual Compliance Checklist. As part of the preparation of the Final Written Allocation, the Bond Compliance Officer will update the draft Authority Annual Compliance Checklist contained in the relevant Tax Compliance Agreement. The Bond Compliance Officer will include reminders for all subsequent arbitrage rebate computations required for the Tax-Exempt Bonds in the Authority Annual Compliance Checklist.

(d) Review of Final Written Allocation and Authority Annual Compliance Checklist. Each Final Written Allocation and Authority Annual Compliance Checklist will be reviewed by legal counsel to the Authority or Bond Counsel for sufficiency and compliance with the Tax Compliance Agreement and this Compliance Procedure. Following the completion of the review, the Bond Compliance Officer will execute the Final Written Allocation.

## ARTICLE VIII

## ONGOING MONITORING PROCEDURES

**Section 8.1. Annual Compliance Checklists**. Participant Annual Compliance Checklists and the Authority Annual Compliance Checklist are to be completed annually. Each Participant Annual Compliance Checklist and Authority Annual Compliance Checklist will be designed and completed for the purpose of identifying potential noncompliance with the terms of the Participant's Tax Compliance Agreement, the Authority's Tax Compliance Agreement and this Compliance Procedure and obtaining documents (such as investment records, arbitrage calculations, or other documentation for the Financed Facility) that are required to be incorporated in the Tax-Exempt Bond File. The Bond Compliance Officer will refer any responses indicating a violation of the terms of the Tax Compliance Agreement to legal counsel to the Authority and Bond Counsel and, if recommended by counsel, will follow the procedure set out in **Section 6.3** to remediate the non-compliance.

**Section 8.2. Arbitrage and Rebate Compliance**. The Bond Compliance Officer will monitor the investment of Bond Restricted Funds and cause the Trustee to provide investment records to the Rebate Analyst on a timely basis. The Bond Compliance Officer will follow the directions of the Rebate Analyst with respect to the preparation of and the timing of rebate or yield reduction computations.

ADOPTED BY THE AUTHORITY
July 25, 2013

EXHIBIT A TO
STATE REVOLVING FUNDS PROGRAMS TAX COMPLIANCE PROCEDURE

LIST OF TAX-EXEMPT BONDS
COVERED BY THIS COMPLIANCE PROCEDURE[1]

| Series | Dated Issued | Final Maturity Date | Original Principal Amount | Description |
|---|---|---|---|---|
| 2013A | 11/26/2013 | 1/1/2027 | 101,535,000 | Water Pollution Control and Drinking Water Refunding Revenue Bonds (State Revolving Funds Programs) |
| 2015A | 2/5/2015 | 1/1/2036 | 29,935,000 | Water Pollution Control and Drinking Water Revenue Bonds (State Revolving Funds Programs) |
| 2015B | 12/22/2015 | 7/1/2030 | 136,105,000 | Water Pollution Control and Drinking Water Refunding Revenue Bonds (State Revolving Funds Programs) |
| 2018A | 10/18/2018 | 7/1/2038 | 31,610,000 | Water Pollution Control and Drinking Water Refunding Revenue Bonds (State Revolving Funds Programs) |
| 2020B | 12/3/2020 | 7/1/2030 | 100,760,000 | Taxable Water Pollution Control and Drinking Water Refunding Revenue Bonds (State Revolving Funds Programs) |



[1] As of September 23, 2026. TABLE TO BE UPDATED AFTER AUTHORITY'S AUGUST 11 CLOSING.

EXHIBIT B TO
STATE REVOLVING FUNDS PROGRAMS TAX COMPLIANCE PROCEDURE

SAMPLE ANNUAL COMPLIANCE CHECKLIST
(AUTHORITY)

| | |
|---|---|
| **Name of tax-exempt bonds ("Bonds"):** | |
| **Issue Date of Bonds:** | |
| **Name of Bond Compliance Officer:** | |
| **Period covered by request ("Annual Period"):** | |

| Item | Question | Response |
|---|---|---|
| **1 Receipt of Participant Annual Compliance Checklists** | Has the Bond Compliance Officer received a completed Participant Annual Compliance Checklist from each Participant for the above referenced Tax-Exempt Bond issue for the Annual Period? | ☐ Yes<br>☐ No |
| | If the Bond Compliance Officer has not received a completed Participant Annual Compliance Checklist from a Participant, contact the applicable Participant and obtain a completed Participant Annual Compliance Checklist, review the Participant Annual Compliance Checklist for any responses which may raise a question regarding compliance with the Post-Issuance Tax Requirements and include a copy of the completed Participant Annual Compliance Checklist in the Tax-Exempt Bond File.<br><br>If a response from any Participant raises a question regarding compliance with the Post-Issuance Tax Requirements, contact the Authority's legal counsel or Bond Counsel and include description of resolution in the Tax-Exempt Bond File. | |
| **2 Participant Final Written Allocation** | For each Participant Project that has been Placed In Service, has a Final Written Allocation been completed for the Participant Project? | ☐ Yes<br>☐ No |
| | If "Yes", include a copy of the final Participant Requisition in the Tax-Exempt Bond File.<br><br>If "No", contact DNR and the applicable Participant Bond Compliance Officer to prepare a Final Written Allocation for the Participant's Project and include a copy of the final Participant Requisition in the Tax-Exempt Bond File. | |
| **3 Arbitrage & Rebate** | Have all rebate and yield reduction calculations mandated in the Tax Compliance Agreement been prepared for the current year? | ☐ Yes<br>☐ No |
| | If No, contact Rebate Analyst and incorporate report or include description of resolution in the Tax-Exempt Bond File. | |

**Bond Compliance Officer:** _____
**Date Completed:** _____

EXHIBIT C TO
STATE REVOLVING FUNDS PROGRAMS TAX COMPLIANCE PROCEDURE

SAMPLE ANNUAL COMPLIANCE CHECKLIST
(PARTICIPANT)

| | |
|---|---|
| **Name of Participant:** | |
| **Name of bonds ("Bonds") financing the Financed Assets:** | |
| **Financed Assets:**<br>[NOTE: insert Project as defined in Purchase Agreement unless modified during construction] | |
| **Issue Date of Bonds:** | |
| **Placed in service date of the Financed Assets:** | |
| **Name of Participant Bond Compliance Officer:** | |
| **Period covered by request ("Annual Period"):** | |

| Item | Question | Response |
|---|---|---|
| **1 Ownership** | Were all of the Financed Assets owned by the Participant during the entire Annual Period? | ☐ Yes<br>☐ No |
| | If answer above was "No," was an Opinion of Bond Counsel obtained prior to the transfer?<br>If Yes, include a copy of the Opinion in the Tax-Exempt Bond File.<br>If No, contact Bond Counsel and include description of resolution in the Tax-Exempt Bond File. | ☐ Yes<br>☐ No |
| **2 Leases and Other Rights to Possession** | During the Annual Period, were any of the Financed Assets or any part of a Financed Asset leased at any time pursuant to a lease or similar agreement for more than 50 days (e.g., has the Participant entered into an agreement permitting a cell phone tower on a Bond-financed facility)? | ☐ Yes<br>☐ No |
| | If answer above was "Yes," was an Opinion of Bond Counsel obtained prior to entering into the lease or other arrangement?<br><br>If Yes, include a copy of the Opinion in the Tax-Exempt Bond File.<br><br>If No, contact Bond Counsel and include description of resolution in the Tax-Exempt Bond File. | ☐ Yes<br>☐ No |
| | | |

| Item | Question | Response |
|---|---|---|
| **3 Management or Service Agreements** | During the Annual Period, has the Participant entered into an agreement with another entity to manage the operation of the Financed Assets? (for example, does a private entity operate the System on behalf of the Participant) | ☐ Yes<br>☐ No |
| | If answer above was "Yes," was an Opinion of Bond Counsel obtained prior to entering into a management agreement?<br><br>If Yes, include a copy of the Opinion in the Tax-Exempt Bond File.<br><br>If No, contact Bond Counsel and include description of resolution in the Tax-Exempt Bond File. | ☐ Yes<br>☐ No |

| | | |
|---|---|---|
| **4 Other Use** | Was any agreement entered into with an individual or entity that grants special legal rights to the Financed Asset (e.g., has the Participant entered into a take or pay contract or similar agreement related to output from the Financed Assets)? | ☐ Yes<br>☐ No |
| | If answer above was "Yes," was an Opinion of Bond Counsel obtained prior to entering into the agreement?<br><br>If Yes, include a copy of the Opinion in the Tax-Exempt Bond File.<br><br>If No, contact Bond Counsel and include description of resolution in the Tax-Exempt Bond File. | ☐ Yes<br>☐ No |

**Participant Bond Compliance Officer:** _____
**Date:** _____

GILMORE & BELL, P.C.
DRAFT – AUGUST 6, 2026
FOR DISCUSSION PURPOSES ONLY

---

# ESCROW TRUST AGREEMENT

Dated as of September 1, 2026

by and between the

CITY OF SPRINGFIELD, MISSOURI

and

UMB BANK, N.A.,
as paying agent and escrow agent

relating to

NOT TO EXCEED $3,358,000
SPECIAL OBLIGATION BONDS
(STATE OF MISSOURI – DIRECT LOAN PROGRAM)
SERIES 2026

OF THE

CITY OF SPRINGFIELD, MISSOURI

---

ESCROW TRUST AGREEMENT

THIS ESCROW TRUST AGREEMENT (this "Escrow Agreement") is entered into as of September 1, 2026, between the CITY OF SPRINGFIELD, MISSOURI, a constitutional home-rule charter city and political subdivision of the State of Missouri (the "Participant"), and UMB BANK, N.A., a national banking association duly organized, existing and authorized to accept and execute trusts of the character herein set out by virtue of the laws of the United States of America, as paying agent and escrow agent (the "Paying Agent").

RECITALS

1. Pursuant to 10 CSR 20-4.040 through 10 CSR 20-4.041 and 10 CSR 20-4.050 of the Code of State Regulations (the "Regulations"), the Missouri Department of Natural Resources ("DNR"), in cooperation with the Clean Water Commission of the State of Missouri (the "Commission"), has developed and implemented the State of Missouri Clean Water State Revolving Fund Direct Loan Program (the "CWSRF Direct Loan Program") and has stated its intent to make loans and grants to political subdivisions and other qualified recipients of the State of Missouri.

2. The Commission has approved (a) a loan to the Participant to be made by DNR pursuant to the Purchase Agreement dated as of September 1, 2026 (the "Purchase Agreement") between the Participant and DNR (the "Loan") and (b) a grant to the Participant to be administered by DNR pursuant to the Grant Agreement.

3. DNR and the Participant have entered into the Purchase Agreement to (a) provide for the Loan to finance improvements to certain publicly-owned or other qualified wastewater treatment facilities (the "Project" as further described in the Purchase Agreement), (b) set forth the parties' respective covenants and agreements respecting the application of the net proceeds of the Loan and the implementation of the Project, and (c) satisfy the obligations of DNR under the Federal Act and EPA guidance related to the CWSRF Direct Loan Program and to preserve The Water and Wastewater Loan Fund (as defined in the Regulations) in perpetuity.

4. The Loan will be evidenced by the Bonds of the Participant as further described in the Purchase Agreement.

5. As a condition to the execution and delivery of the Purchase Agreement, DNR has required that the Participant enter into this Escrow Agreement with the Paying Agent.

AGREEMENT

Section 1. Definitions. In addition to words and terms defined in the Recitals, elsewhere in this Escrow Agreement, in the Purchase Agreement and in the Ordinance, capitalized words and terms have the following meanings in this Escrow Agreement:

"Account" means any of the accounts established by Section 4.

"Administrative Expense Fund" means the Fund so designated and established by Section 4. The Administrative Expense Fund does not constitute part of the CWSRF Direct Loan Program.

"Bonds" means the Special Obligation Bonds (State of Missouri – Direct Loan Program) Series 2026, issued by the Participant pursuant to the Ordinance.

"Business Day" means any day other than a Saturday, a Sunday or any other day on which banking institutions in the State are either authorized or required to be closed.

"Construction Fund" means the Fund so designated and established by Section 4.

"Debt Service Fund" means the Fund so designated and established by Section 4.

"Fund" means any of the funds established by Section 4.

"Interest Account" means the Interest Account established within the Repayment Fund.

"Interest Period" means each six-month period from January 1 through June 30 and July 1 through December 31.

"Paying Agent's Fee" means (i) an initial one-time fee of $1,000 payable on the date of issuance of the Bonds, plus (ii) a semiannual fee of 0.015% of the outstanding principal amount of the Bonds as of the Business Day preceding each January 1 and July 1 (but not less than $525), for the Paying Agent's fees and ordinary expenses (excluding any extraordinary fees and expenses), for services performed as the paying agent and escrow agent under this Escrow Agreement and the Ordinance, as applicable. The amount described in clause (ii) is payable semiannually in arrears within 30 days after receipt of a statement from the Paying Agent, in accordance with Section 211 of the Ordinance.

"Principal Account" means the Principal Account established within the Repayment Fund.

"Quarterly Payment" means each quarterly payment to be made by the Participant to the Paying Agent under Section 502 of the Ordinance.

"Repayment Fund" means the Fund so designated and established by Section 4. The Repayment Fund does not constitute part of the CWSRF Direct Loan Program.

Section 2. DNR Actions. All approvals, notices, consents and other actions of DNR under this Agreement and the Purchase Agreement (other than the execution of this Agreement, the Purchase Agreement and any amendments thereto) will be executed by the Director of the Financial Assistance Center of DNR (or any other person designated from time to time by the Director of DNR by a written instrument filed with the Participant and the Paying Agent), who shall have continued authority to grant such approvals and consents, deliver notices and perform other actions of DNR under this Agreement and the Purchase Agreement.

Section 3. Receipt of Documents. The Paying Agent hereby acknowledges receipt of a certified copy or executed counterpart of each of the Purchase Agreement and the Ordinance. Reference or citation in this Escrow Agreement to any provisions of the Purchase Agreement or the Ordinance will incorporate the same as a part of this Escrow Agreement in the same manner and with the same effect as if they were fully set forth in this Escrow Agreement. On the Closing Date, the Participant will cause the documents described in Section 3.1 of the Purchase Agreement to be delivered to the Paying Agent.

Section 4. Establishment of Funds and Accounts. There are hereby created and established with the Paying Agent the following special and irrevocable separate trust funds and accounts, each of which will be held by the Paying Agent under this Escrow Agreement:

(a) the Debt Service Fund;

(b) the Construction Fund;

(c) the Repayment Fund, consisting of a Principal Account and an Interest Account; and

(d) the Administrative Expense Fund.

Section 5. Deposits of Bond Proceeds.

(a) On or before the Closing Date, the proceeds of the initial Purchase Price Installment in the amount of $52,148.00 will be deposited by the Paying Agent as follows: (i) $0.00 in the Construction Fund; and (ii) $52,148.00 in the Administrative Expense Fund.

(b) Upon receipt, all future Purchase Price Installments received from DNR pursuant to Section 3.3 of the Purchase Agreement will be deposited in the Construction Fund.

Section 6. Debt Service Fund.

(a) There will be deposited in the Debt Service Fund moneys to be transferred from the Construction Fund and the Principal Account and the Interest Account of the Repayment Fund pursuant to Sections 7 and 8 on the dates and in the following order of priority:

(i) *First*, on each Interest Payment Date, from the Construction Fund the investment earnings on moneys in the Construction Fund;

(ii) *Second*, on each Principal Payment Date, from the Principal Account of the Repayment Fund all moneys in the Principal Account to be applied solely to the payment of the principal component of the Bond Debt Service; and

(iii) *Third*, on each Interest Payment Date, to the extent moneys in the Debt Service Fund are not sufficient to pay the Bond Debt Service, from the Interest Account of the Repayment Fund an amount equal to such deficiency.

(b) Except as provided in (d) below, moneys on deposit in the Debt Service Fund will be applied solely to pay the Bond Debt Service as the same becomes due and payable. On each date fixed for redemption of the Bonds, each Principal Payment Date and each Interest Payment Date, the Paying Agent will remit to the Owner an amount from the Debt Service Fund equal to the Bond Debt Service due and payable on such date.

(c) No later than the 15th day of the month after each Interest Payment Date, the Paying Agent will provide a written notice to the Participant of the amount remaining in the Debt Service Fund and the Interest Account of the Repayment Fund, which will constitute a credit against the Bond Payments in accordance with Section 502 of the Ordinance.

(d) Moneys remaining in the Debt Service Fund at the close of business on the date on which the Bonds are paid in full will be transferred to the Participant.

Section 7. Construction Fund.

(a) The Paying Agent will deposit in the Construction Fund the amounts specified in Section 5(a)(i) and (b).

(b) Within two Business Days after the deposit of a Purchase Price Installment in the Construction Fund, the Paying Agent will make the Disbursement from the Construction Fund to the Participant.

(c) Investment earnings on moneys held in the Construction Fund will be deposited into the Construction Fund and then transferred to the Debt Service Fund pursuant to Section 6.

(d) Investment earnings remaining in the Construction Fund on the Completion of Funding will be transferred to the Debt Service Fund.

Section 8. Repayment Fund.

(a) The Paying Agent will deposit (i) in the Principal Account of the Repayment Fund, the principal component of each Quarterly Payment and any other moneys received from the Participant for deposit in the Principal Account, and (ii) in the Interest Account of the Repayment Fund, the balance of the Quarterly Payment and any other moneys received from the Participant for deposit in the Interest Account.

(b) Moneys in the Repayment Fund will be disbursed at the times, in the amounts and in the priority, as follows:

(i) *First*, on each Principal Payment Date, from the Principal Account of the Repayment Fund to the Debt Service Fund, the amount calculated in accordance with Section 6(a)(ii);

(ii) *Second*, on each Interest Payment Date or date on which interest is payable as a result of a redemption of the Bonds, from the Interest Account of the Repayment Fund to the Debt Service Fund, the amount calculated in accordance with Section 6(a)(iii); and

(iii) *Third*, upon the payment in full of the principal of and interest on the Bonds, all moneys remaining on deposit in the Repayment Fund to the Participant in accordance with Section 4.3 of the Purchase Agreement.

(c) If the first transfer in accordance with clause (b)(i) above would not occur by the first anniversary of the Initiation of Operations, the Paying Agent, on the first day of the calendar month next preceding the first anniversary of the Initiation of Operations, will transfer from the Principal Account of the Repayment Fund to the Debt Service Fund an amount equal to one quarterly installment of principal paid under the Ordinance. In addition, on the date set forth in the revised debt service schedule and replacement Exhibit B (Mandatory Sinking Fund Redemption Schedule) provided by DNR pursuant to Section 3.4(b) of the Purchase Agreement, which shall be the first day of the month that is not more than 20 years after the Initiation of Operations (as certified pursuant to Section 3.4 of the Purchase Agreement), all remaining amounts in the Principal Account of the Repayment Fund will be transferred to the Debt Service Fund.

Section 9. Administrative Expense Fund. There will be deposited in the Administrative Expense Fund the amount set forth in Section 5(a)(ii) and such amounts as are received from the Participant for the payment of the Administrative Fee as provided in Section 502 of the Ordinance. On the Closing Date, the Paying Agent will disburse from the Administrative Expense Fund the amounts to the payees as set forth in Schedule 1 to the Participant's Closing Certificate delivered on the Closing Date. The balance of the amount deposited pursuant to Section 5(a)(ii), the Master Trust Bond Expense, will be transferred to the Master Trustee at the written direction of DNR or as DNR may otherwise direct in writing. The Paying Agent will promptly disburse the Administrative Fee to DNR.

Section 10. Calculation of Interest on the Bonds Prior to Completion of Funding. Prior to the Completion of Funding, the Paying Agent will make the calculations of the Quarterly Payments due under the Ordinance for each Interest Period pursuant to this Section. For purposes of the first Quarterly Payment of each Interest Period, the Paying Agent will calculate an estimate of the amount of interest due on the next Interest Payment Date based upon an expected disbursement schedule for the Interest Period provided by the Participant to DNR and the Paying Agent. If no expected disbursement schedule is provided, the Paying Agent will calculate an estimate of the interest due on the Interest Payment Date based upon the total Purchase Price Installments funded at least three Business Days prior to the first Quarterly Payment. For purposes of the second Quarterly Payment, the Paying Agent will calculate the interest due on the next Interest Payment Date based upon the total Purchase Price Installments funded at least three Business Days prior to the second Quarterly Payment Date and the second Quarterly Payment will be calculated so that the amount on deposit in the Interest Account after receipt of the second Quarterly Payment will equal interest payable on the Bonds on the applicable Interest Payment Date.

Section 11. Investments. Moneys in the Construction Fund, the Debt Service Fund and the Repayment Fund will at all times be invested by the Paying Agent in Investment Securities at the written direction of the Participant, provided such Investment Securities will mature at such times and in such amounts as will make cash available for the purposes of such Funds and Accounts as needed. Net investment earnings on the Accounts of each Fund will be credited to such Accounts except that investment earnings on the Principal Account of the Repayment Fund will be deposited in the Interest Account of the Repayment Fund. If an investment is purchased at a premium above par, net earnings on such investment will be deemed to exclude the amount paid that is more than the principal paid upon maturity or sale. If an investment is purchased at a discount, net earnings are deemed to include the amount paid in excess of the discounted purchase price upon maturity or redemption of such investment, at the time such principal amount is received. The term "net earnings" means aggregate earnings less aggregate losses from investments during the applicable period, less any transaction fees incurred in purchasing or selling investments.

Section 12. Assignment of Moneys and Investment Securities. The Participant assigns and pledges to the Paying Agent its right, title and interest in the moneys and Investment Securities hereunder, and all earnings thereon, until used and applied in accordance with this Escrow Agreement for the benefit and security of the Owner to secure (a) the payment of the principal of and interest on the Bonds when due, (b) the payment of all sums due under this Escrow Agreement and the Purchase Agreement in the manner herein and therein described, and (c) the punctual performance by the Participant of all of its obligations under the terms and provisions of this Escrow Agreement, the Ordinance and the Purchase Agreement. The matured principal of and earnings on the Investment Securities and any cash in the Funds and Accounts are hereby pledged and assigned and will be applied solely for the payment of the principal of, redemption premium, if any, and interest on the Bonds, except as otherwise expressly provided herein.

Section 13. Acceptance of the Trusts. The Paying Agent accepts the duties and obligations imposed upon it by this Escrow Agreement, as well as any duties and obligations set forth in the Purchase Agreement and the Ordinance, and agrees to perform the trusts but only upon and subject to the following express terms and conditions, and no implied covenants or obligations will be read into this Escrow Agreement against the Paying Agent:

(a) The Paying Agent undertakes to perform such duties and only such duties as are specifically set forth in this Escrow Agreement, the Purchase Agreement and the Ordinance. The Paying Agent will exercise such of the rights and powers vested in it by this Escrow Agreement and use the same degree of care and skill in their exercise as a prudent corporate trustee under reasonably similar circumstances would exercise or use under the circumstances.

(b) The Paying Agent may execute any of the trusts or powers hereof and perform any of its duties by or through attorneys, agents, receivers, employees or such other professionals as may be reasonably necessary but will be answerable for the conduct of the same if not selected in accordance with the standard specified above, and will be entitled to act upon the opinion or advice of its counsel concerning all matters of trust hereof and the duties hereunder, and, subject to the provisions of Sections 6, 7 and 8, may in all cases pay such reasonable compensation to all such attorneys, agents, receivers, employees and such other professionals as may reasonably be employed in connection with the trusts hereof. The Paying Agent may act or refrain from acting upon the advice or an opinion of counsel, who may be an employee of the Paying Agent, and will not be responsible for any loss or damage resulting from any action or non-action by it taken or omitted to be taken in good faith in reliance upon any such advice or opinion of counsel.

(c) The Paying Agent will not be responsible for any recital herein or in the Ordinance or Purchase Agreement, or for the validity of the execution by the Participant of this Escrow Agreement or for any supplements hereto or instruments of further assurance, or for the sufficiency of the security for the Bonds, and the Paying Agent will not be bound to ascertain or inquire as to the performance or observance of any covenants, conditions or agreements on the part of the Participant in connection with the matters referred to in this Escrow Agreement, except as hereinafter set forth, and the Paying Agent will not be responsible or liable for any loss suffered in connection with any investment of funds made by it in accordance with this Escrow Agreement.

(d) The Paying Agent may engage in or be interested in any financial or other transaction with the Participant.

(e) The Paying Agent will be protected in acting upon any notice, request, consent, certificate, order, affidavit, opinion of counsel, letter, telegram or other paper or document reasonably believed by it to be genuine and correct and to have been signed or sent by the proper person or persons.

(f) As to the existence or non-existence of any fact or as to the sufficiency or validity of any instrument, paper or proceeding, the Paying Agent will be entitled to rely upon a certificate signed on behalf of the Participant by the Authorized Representative as sufficient evidence of the facts therein contained, and prior to the occurrence of a default of which the Paying Agent has been notified as provided in subsection (h) of this Section, or of which by said subsection it is deemed to have notice, the Paying Agent will also be at liberty to accept a similar certificate to the effect that any particular dealing, transaction or action is necessary or expedient, but may at its discretion secure such further evidence deemed necessary or advisable, but will in no case be bound to secure the same. The Paying Agent may accept a certificate of the Authorized Representative to the effect that an ordinance in the form therein set forth has been adopted by the Participant as conclusive evidence that such ordinance has been duly adopted and is in full force and effect.

(g) The permissive right of the Paying Agent to do things enumerated in this Escrow Agreement will not be construed as a duty and the Paying Agent will not, except as provided in subsection (a) of this Section, be answerable for other than its negligence or willful misconduct.

(h) The Paying Agent will not be required to take notice or be deemed to have notice of any default hereunder except failure by the Participant to cause to be made any of the payments to the Paying Agent required to be made by or on behalf of the Participant pursuant to this Escrow Agreement, the Ordinance or the Purchase Agreement unless the Paying Agent will be specifically notified in writing of such default by the Participant or DNR; and all notices or other instruments required by this Escrow Agreement to be delivered to the Paying Agent, must, in order to be effective,

be delivered at the principal corporate trust office of the Paying Agent in St. Louis, Missouri, or such other office as designated by the Paying Agent, and in the absence of such notice so delivered the Paying Agent may conclusively assume there is no default except as aforesaid.

(i) At any and all reasonable times the Paying Agent, and its duly authorized agents, attorneys, experts, engineers, accountants and representatives will have the right, but will not be required, to inspect all books, papers and records of the Participant pertaining to the Purchase Agreement and this Escrow Agreement, and to make copies thereof and take such memoranda therefrom and in regard thereto as may be desired.

(j) The Paying Agent will not be required to give any bond or surety in respect of the execution of the trusts and powers under this Escrow Agreement.

(k) Notwithstanding anything elsewhere in this Escrow Agreement contained, the Paying Agent will have the right, but will not be required, to demand, in respect to the withdrawal of any cash or any action whatsoever within the scope of this Escrow Agreement, any showings, certificates, opinions, appraisals or other information, or action or evidence thereof, in addition to that by the terms hereof required, as a condition of such action, deemed by the Paying Agent desirable for the purpose of establishing the right of the Participant to the withdrawal of any cash or the taking of any other action by the Paying Agent.

(l) Before taking any action under this Escrow Agreement other than any action under Sections 6, 7 and 8, the Paying Agent may, in its discretion, require that satisfactory indemnity be furnished to it by the Owner or other parties for the reimbursement of all expenses which it may incur or advance and to protect it against all liability, except liability which is adjudicated to have resulted from its negligence or willful misconduct, by reason of any action so taken. Notwithstanding the foregoing, any indemnity provided hereunder by the Owner or other parties shall be limited to the extent permitted by law.

(m) All moneys received by the Paying Agent shall, until used or applied or invested as herein provided, be held in trust in the manner and for the purposes for which they were received but need not be segregated from other funds except to the extent required by this Escrow Agreement or law. The Paying Agent will not be under any liability for interest on any moneys received hereunder except such as may be agreed upon.

(n) Pursuant to Section 34.600 of the Revised Statutes of Missouri (the "Anti-Boycott Act"), the Paying Agent hereby certifies to the Participant and DNR that the Paying Agent (including all wholly owned subsidiaries, majority-owned subsidiaries, parent companies or affiliates of the Paying Agent) is not currently engaged in and shall not, for the duration of this Escrow Agreement, engage in a boycott of goods or services from the State of Israel, companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel, or persons or entities doing business in the State of Israel within the meaning of the Anti-Boycott Act. The foregoing certification shall not be deemed an admission or agreement that the Anti-Boycott Act is applicable to this Escrow Agreement but the foregoing certification is provided if the Anti-Boycott Act is applicable. If the Anti-Boycott Act is initially deemed or treated as applicable to this Escrow Agreement but is subsequently determined not to apply to this Escrow Agreement for any reason including by reason of applicable federal law including, without limitation, 50 U.S.C. Section 4607, the repeal or amendment of the Anti-Boycott Act or any ruling of a court of competent jurisdiction as to the unenforceability or invalidity of the Anti-Boycott Act, then the foregoing certification shall cease and not exist.

Section 14. Records; Reporting Requirements.

(a) The Paying Agent's records related to activities performed under this Escrow Agreement are subject to audit and inspection by the State, the Comptroller General of the United States and the EPA in accordance with (i) the Office of Management and Budget's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Grants Guidance) and (ii) 2 CFR Part 200. The Paying Agent will maintain such financial transaction records in accordance with accounting principles generally accepted in the United States of America.

(b) The Paying Agent will provide monthly financial reports to DNR, with a copy of each monthly financial report to the Participant. Each financial report will cover financial activities during the preceding period. These reports will consist of financial transaction registers. Financial transaction register means a register of all financial transactions during the reporting period for each Fund and Account maintained under this Escrow Agreement. Each financial transaction register will identify the Bonds and contain, for each Fund and Account, a date, description and amount for all financial transactions and starting and ending balances.

Section 15. Obligations of Paying Agent Limited. In order to make the payments required by this Escrow Agreement, the Paying Agent is hereby authorized to redeem or otherwise dispose of Investment Securities in order to provide sufficient amounts to make such payments. The liability of the Paying Agent to make the payments required by this Escrow Agreement will be limited solely to the money and Investment Securities in the Funds and Accounts hereunder. The Paying Agent will not be liable for any loss resulting from any investment, sale, transfer or other disposition made pursuant to this Escrow Agreement in compliance with the provisions hereof. The Paying Agent will not be liable for the accuracy of the calculations as to the sufficiency of the Quarterly Payments to make the Bond Debt Service. So long as the Paying Agent applies the amounts in the Funds and Accounts as provided herein, the Paying Agent will not be liable for any deficiencies in the amounts necessary to pay the Bonds caused by such calculations. Notwithstanding the foregoing, the Paying Agent will not be relieved of liability arising from and proximate to its failure to comply fully with the terms of this Escrow Agreement.

Section 16. Fees, Charges and Expenses of the Paying Agent.

(a) The Participant will pay to the Paying Agent reasonable compensation for all services performed by the Paying Agent under this Escrow Agreement, and also the reasonable expenses, charges and other disbursements of the Paying Agent, and those of its attorneys, agents, employees and other professionals as may be reasonably incurred in and about the administration and execution of the trusts hereby created and performance of its powers and duties hereunder; provided that the total amount of the fees and charges for the ordinary services of the Paying Agent under this Escrow Agreement will not exceed the Paying Agent's Fees. Notwithstanding the preceding provisions of this Section, the Paying Agent will be entitled to reimbursement from the Participant of its reasonable out-of-pocket, legal or extraordinary fees, charges and expenses incurred in carrying out the duties, terms or provisions of this Escrow Agreement including, but not limited to, costs incurred for giving notice of the redemption of the Bonds. Claims for such reimbursement may be made to the Participant.

(b) Neither the Paying Agent nor any of its directors, officers or employees shall be liable to anyone for any action taken, or omitted to be taken, by it or any of its directors, officers or employees hereunder except in the case of negligence or willful misconduct. The Participant hereby covenants and agrees, to the extent permitted by law, to indemnify the Paying Agent and hold it harmless without limitation from and against any loss, liability or expense of any nature incurred by the Paying Agent arising out of or in connection with this Escrow Agreement or with the administration of its duties hereunder including, but not limited to, legal fees and expenses and other costs and expenses of defending or preparing to defend against

any claim of liability in the premises, unless such loss, liability or expense shall be caused by the Paying Agent's negligence or willful misconduct.

Section 17. Resignation or Removal of Paying Agent; Successor Paying Agent.

(a) The Paying Agent at the time acting hereunder may at any time resign and be discharged from its duties and responsibilities hereby created by giving written notice by registered or certified mail to the Participant and the Owner not less than 60 days prior to the date when the resignation is to take effect. Such resignation will take effect immediately upon the acceptance by the Participant and the Owner of the resignation, the appointment of a successor Paying Agent (which may be a temporary Paying Agent) by the Participant, with the prior written consent of the Owner, the acceptance of such successor Paying Agent of the terms, covenants and conditions of this Escrow Agreement, the transfer of the Funds and Accounts hereunder, including the money and Investment Securities held therein, to such successor Paying Agent and the completion of any other actions required for the principal of and interest on the Investment Securities to be made payable to such successor Paying Agent rather than the resigning Paying Agent.

(b) The Paying Agent may be removed at any time by an instrument or concurrent instruments in writing, signed by the Owner and delivered to the Paying Agent and the Participant. The Paying Agent may also be removed by the Participant, with the prior written consent of the Owner, by an instrument or concurrent instruments in writing, signed by the Participant and delivered to the Paying Agent, if the Paying Agent fails to make timely payment on any Interest Payment Date or Principal Payment Date to DNR of the amounts required by Section 6 to be paid by it on such Interest Payment Date or Principal Payment Date or fails to perform its other duties or obligation hereunder. Any removal pursuant to this paragraph will become effective upon the appointment of a successor Paying Agent (which may be a temporary successor Paying Agent) by the Participant, with the prior written consent by the Owner, the acceptance of such successor Paying Agent of the terms, covenants and conditions of this Escrow Agreement, the transfer of the Funds and Accounts hereunder, including the money and Investment Securities held therein, to such successor Paying Agent and the completion of any other actions required for the principal of and interest on the Investment Securities to be made payable to such successor Paying Agent rather than the Paying Agent being removed.

(c) If the Paying Agent resigns or is removed, or is dissolved, or is in the course of dissolution or liquidation, or otherwise becomes incapable of acting hereunder, or if the Paying Agent is taken under the control of any public officer or officers, or of a receiver appointed by a court, the Participant, with the prior written consent of the Owner, will appoint a temporary Paying Agent to fill such vacancy until a successor Paying Agent is appointed by the Participant, with the prior written consent of the Owner, in the manner above provided, and any such temporary Paying Agent so appointed by the Participant, with the prior written consent of the Owner, will immediately and without further act be superseded by the successor Paying Agent so appointed.

(d) If no appointment of a successor Paying Agent or a temporary successor Paying Agent has been made by DNR or the Participant, with the prior written consent of the Owner, pursuant to the foregoing provisions of this Section within 60 days after written notice of resignation of the Paying Agent has been given to the Participant and the Owner, the Owner or any retiring Paying Agent may apply to any court of competent jurisdiction for the appointment of a successor Paying Agent, and such court may thereupon, after such notice, if any, as it deems proper, appoint a successor Paying Agent.

(e) No successor Paying Agent will be appointed unless such successor Paying Agent (i) is a corporation with trust powers authorized to do business in the State and organized under the banking or corporate laws of the United States of America or the State, (ii) either (A) has at the time of appointment capital and surplus of not less than $100,000,000, or (B) is owned by a company that has at the time of

appointment capital and surplus of not less than $100,000,000, and (iii) has assets under corporate trust management of not less than $500,000,000.

(f) Every successor Paying Agent appointed under this Escrow Agreement will execute, acknowledge and deliver to its predecessor and to the Participant and the Owner an instrument in writing accepting such appointment hereunder, and thereupon such successor Paying Agent without any further act, deed or conveyance will become fully vested with all the rights, immunities, powers, trusts, duties and obligations of its predecessor, but such predecessor shall, nevertheless, on the written request of such successor Paying Agent, the Participant or the Owner, execute and deliver an instrument transferring to such successor Paying Agent all the estates, properties, rights, powers and trusts of such predecessor hereunder, and every predecessor Paying Agent will deliver all securities and money held by it to its successor. Should any transfer, assignment or instrument in writing from the Participant be required by any predecessor or successor Paying Agent for more fully and certainly vesting in such successor Paying Agent the estates, rights, powers and duties hereby vested or intended to be vested in the predecessor Paying Agent, any such transfer, assignment and instruments in writing shall, on request, be executed, acknowledged and delivered by the Participant.

(g) Any corporation into which the Paying Agent may be merged or consolidated, to which the Paying Agent sells all or substantially all of its corporate trust business, or that results from any merger, conversion, consolidation or reorganization involving the Paying Agent, will be the successor Paying Agent under this Escrow Agreement without the execution or filing of any paper or any other act on the part of the parties hereto.

Section 18. Amendment. This Escrow Agreement is made for the benefit of the Participant and the Owner, and it will not be repealed, revoked, altered or amended without the written consent of the parties hereto and the Owner.

Section 19. Notices. All notices, filings and other communications will be given by overnight or first class mail, postage pre-paid, or sent by electronic mail, telegram, telecopy or telex or other similar communication or delivered by a reputable private courier or overnight delivery service, addressed as follows; provided, however, that notice to the Paying Agent shall be effective only upon receipt:

DNR:

Missouri Department of Natural Resources
Financial Assistance Center
1101 Riverside Drive, P.O. Box 176 (Zip Code 65102)
Jefferson City, Missouri 65101
Attention: Director
Email: deqwpcpfacaccounting@dnr.mo.gov

Paying Agent:

UMB Bank, N.A.
2 South Broadway, Suite 600
St. Louis, Missouri 63102
Attention: Corporate Trust Department

Participant:

City of Springfield, Missouri
840 Boonville Avenue
Springfield, Missouri 65802
Attention: Director of Finance

Each party may change its address by giving written notice of the new address to the other parties.

Section 20. Payments Due on Other Than Business Day. If any Interest Payment Date, Principal Payment Date or other date for the payment of interest on or principal of the Bonds or any other payment is due hereunder is not a Business Day, then such payment shall be made on the next succeeding Business Day with the same force and effect as if made on the scheduled date.

Section 21. Electronic Transactions. The transactions described in this Escrow Agreement may be conducted and related documents may be sent, received or stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

Section 22. Severability of Invalid Provisions. If any one or more of the covenants or agreements provided in this Escrow Agreement on the part of the Paying Agent or the Participant to be performed should be contrary to law, then such covenant or covenants or agreement or agreements will be deemed severable from the remaining covenants and agreements and will in no way affect the validity of the other provisions of this Escrow Agreement.

Section 23. Execution in Counterparts. This Escrow Agreement may be executed in any number of counterparts, each of which will be executed by the Paying Agent and the Participant and all of which will be regarded for all purposes as one original and will constitute and be but one and the same instrument.

Section 24. Survival. This Escrow Agreement, including all representations, warranties, covenants and obligations, will remain in effect until the Paying Agent and the Participant have fully performed all of its obligations hereunder.

Section 25. Applicable Law. This Escrow Agreement will be governed exclusively by the applicable laws of the State including, but not limited to, Section 285.530 of the Revised Statutes of Missouri.

Section 26. Exculpatory Provision. In exercising powers under this Escrow Agreement, the Paying Agent, the Participant and DNR and their members, directors, officers, employees and agents will not be liable to any other party to this Escrow Agreement (a) for any actions taken or omitted by it or its members, officers, directors, employees or agents in good faith and believed by it or them to be authorized or within their discretion or rights or powers conferred upon them, or (b) for any claims based on this Escrow Agreement against any member, director, officer, employee or agent of the Paying Agent, the Participant or DNR in his or her individual capacity.

*[Remainder of Page Intentionally Left Blank]*

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their duly authorized officers or signatories and dated as of the day and year first above written.

UMB BANK, N.A., as Paying Agent

By _____
Title: Vice President

CITY OF SPRINGFIELD, MISSOURI

_____
City Manager

(SEAL)

ATTEST:

_____
City Clerk

Approved as to Form: _____, City Attorney

MISSOURI DEPARTMENT OF NATURAL RESOURCES

# FINANCIAL ASSISTANCE AGREEMENT

**Assistance as described herein is hereby offered and accepted effective upon signature of authorized officials for the dates indicated in Budget Period and Project Period below.**

## RECIPIENT INFORMATION

| RECIPIENT NAME | RECIPIENT TELEPHONE NUMBER WITH AREA CODE |
|---|---|
| City of Springfield | 417-864-1910 |

| ADDRESS | CITY | STATE | ZIP CODE |
|---|---|---|---|
| 840 Boonville Avenue | Springfield | MO | 65802 |

| UNIQUE ENTITY ID | AWARD NUMBER | BUDGET PERIOD | PROJECT PERIOD |
|---|---|---|---|
| VMKPNYHAL941 | C290144-01-25G | 09/01/2026 - 08/31/2029 | 09/01/2026 - 08/31/2029 |

| RECIPIENT PROJECT MANAGER NAME | RECIPIENT PROJECT EMAIL ADDRESS | PROJECT MANAGER TELEPHONE NUMBER WITH AREA CODE |
|---|---|---|
| Errin Kemper | ekemper@springfieldmo.gov | 417-864-1910 |

## PROJECT INFORMATION

RECIPIENT PROJECT TITLE AND PROJECT DESCRIPTION (ATTACH ADDITIONAL PAGES AS NECESSARY)

The grant to the city will be used to complete improvements consistent with the requirements described in the FFY 2026 Clean Water SRF Intended Use Plan. The project includes work in Group Eight of the City of Springfield's Public Sewer Rehabilitation and Inflow and Infiltration Reduction program. Project Group Eight rehabilitation work is characterized as cured in place pipe lining. The Clean Water State Revolving Fund Affordability Grant is for $2,000,000 and the Water Quality Incentive Grant is for $1,420,000 for a total grant award of $3,420,000. The project includes all necessary appurtenances and tasks to complete the project and have an operable system. The project further includes all changes agreed to in writing by the city and DNR.

| TYPE OF ASSISTANCE | SOURCE OF FUNDING | CFDA NUMBER | CFDA NAME |
|---|---|---|---|
| New Award ☑ Amendment ☐ | Federal ☑ State ☐ Other ☐ | 66.458 | Capitalization Grants - Clean Water SRF |

| STATE PROJECT MANAGER NAME | STATE PROJECT MANAGER TELEPHONE NUMBER WITH AREA CODE | INDIRECT COST RATE FOR RECIPIENT |
|---|---|---|
| Kara Simon | 573-522-2551 | |

| RESEARCH AND DEVELOPMENT | RESEARCH AND DEVELOPMENT COMMENTS IF NEEDED |
|---|---|
| YES ☐ NO ☑ | |

| PROJECT FUNDING | Original Amount | Original Percentage | Amended Amount | Amended Percentage | Total Amount | Total Percentage |
|---|---|---|---|---|---|---|
| Federal Award: | $ 3,420,000.00 | 50 % | $ 0.00 | 0 % | $ 3,420,000.00 | 50 % |
| State/Other Award: | $ 0.00 | 0 % | $ 0.00 | 0 % | $ 0.00 | 0 % |
| Recipient Match: | $ 3,358,000.00 | 50 % | $ 0.00 | 0 % | $ 3,358,000.00 | 50 % |
| Total Award: | $ 6,778,000.00 | 100 % | $ 0.00 | 0 % | $ 6,778,000.00 | 100 % |

## AGREEMENT ADMINISTRATION

**THE ATTACHMENTS IDENTIFIED BELOW ARE INCORPORATED BY REFERENCE AS THOUGH FULLY RESTATED HEREIN. THE RECIPIENT AGREES TO ADMINISTER THIS AGREEMENT IN ACCORDANCE WITH ALL APPLICABLE FEDERAL AND STATE LAWS AND REGULATIONS INCLUDING, BUT NOT LIMITED TO:**

| APPLICABLE PROGRAM GUIDELINES | APPLICATION NUMBER | RECIPIENT APPLICATION, AS NEGOTIATED, DATED |
|---|---|---|
| Clean Water State Revolving Fund Water Quality Incentive & Affordability Granst | | 02/04/2025 |

| BUDGET PLAN | DETAILED SCOPE OF WORK | SPECIAL CONDITIONS | GENERAL TERMS AND CONDITIONS | SUSPENSION/DEBARMENT | PUBLIC LAW |
|---|---|---|---|---|---|
| Attachment # | Attachment # | Attachment # 2 | Attachment # 1 | Attachment # | Attachment # |

| PUBLICATIONS | EPA MBE/WBE UTILIZATION | CERTIFICATE REGARDING LOBBYING | INVOICE | ADDITIONAL ATTACHMENTS | |
|---|---|---|---|---|---|
| Attachment # | Attachment # _____ | Attachment # | Attachment # 3 | Attachment # 3 | Attachment # |

## AMENDMENT INFORMATION

| AMENDMENT ID | AMENDMENT DESCRIPTION (ATTACH ADDITIONAL PAGES AS NECESSARY) |
|---|---|
| | |

## FEDERAL AWARD INFORMATION (ATTACH ADDITIONAL PAGES AS NECESSARY)

FEDERAL AWARD PROJECT TITLE AND DESCRIPTION

FFY 2023 Clean Water State Revolving Fund Capitalization Grant - These funds will be used to provide financial assistance for wastewater infrastructure costs in the State of Missouri under Title VI of the Clean Water Act. (The department may use other funding sources it has the legal authority to commit including the Water and Wastewater Loan Revolving Fund.)

| FEDERAL AWARDING AGENCY | FEDERAL AWARD ID NUMBER | PASS THROUGH ENTITY NAME |
|---|---|---|
| Environmental Protection Agency | 4C-977973-02 | MoDNR, DEQ, FAC |

| FEDERAL FUNDING YEAR | FEDERAL AWARD DATE | TOTAL AMOUNT OF FEDERAL AWARD | INDIRECT COST RATE FOR MoDNR |
|---|---|---|---|
| 2023 | 10/31/2023 | $ $57,783,000 | 23.59 % |

HAVE YOU OR AN IMMEDIATE FAMILY MEMBER EVER SERVED IN THE U.S. ARMED FORCES? YES ☐ NO ☐
*This question is optional.

IF YES, WOULD YOU LIKE INFORMATION ABOUT MILITARY-RELATED SERVICES IN MISSOURI? YES ☐ NO ☐
*This question is optional.

| APPROVAL | | |
|---|---|---|
| **I am at least 18 years old, and certify I am duly authorized to accept this award for recipient using electronic signature. The recipient understands and agrees it is a condition precedent to receive reimbursement that recipient comply with and is not in breach or default of all terms and conditions of this award stated above and attached hereto, and that no request for reimbursement will be processed unless it is presented in proper form.** | | |
| RECIPIENT ORGANIZATION AUTHORIZED OFFICIAL NAME AND TITLE (TYPED) | SIGNATURE | DATE |
| DEPARTMENT OF NATURAL RESOURCES DIRECTOR OR DESIGNEE NAME (TYPED)<br>Kurt U. Schaefer, Director | SIGNATURE | DATE |

780-2664 (6-22)

## Instructions for MoDNR staff completing Financial Assistance Agreement Form

Recipient Information: complete all fields

- Recipient Name – Must match the registered name in the System for Award Management (SAM). If the recipient is not yet registered in SAM, then they should be provided with information on how to register (http://www.sam.gov).
- Unique Identifier – Must match the unique identifier number in SAM. Currently it is the recipient's Data Universal Numbering System (DUNS) number which the recipient must have prior to the award. DUNS numbers may be obtained without charge at http://fedgov.dnb.com/webform.

Project Information: complete all fields

- CFDA Number – The Catalog of Federal Domestic Assistance (CFDA) number is found on the Notice of Award.
- CDFA Name – Is found on the Notice of Award.
- Research and Development Comments – Complete field if checking "Yes" in the Research and Development field.
- Project Funding – The Original Amount, Original Percent, Total Amount and Total Percentage fields must be completed. If the original agreement amount is being amended, the Amended Amount and Amended Percentage fields must also be completed.

Agreement Administration: complete all applicable fields.
Attachments included in the agreement packet should all be identified in this section.

Amendment Information: complete all fields if amending the agreement

- Amendment ID – Enter the amendment number (i.e., enter "1" if it is the first amendment, enter "2" if it is the second amendment, etc.).
- Amendment Description – Summarize what is being amended. Example: Original agreement amount is being increased by $500,000 and the Budget Period and Project Periods are being extended six months.

Federal Award Information: Complete all fields if using federal funds for any part of the award. If the award is being funded by multiple federal grants, information on each grant must be included as an attachment.

- Federal Award Project Title and Description – Refer to the Notice of Award from the federal agency.
- Federal Awarding Agency – Designate from which federal agency MoDNR received pass through funds.
- Federal Award ID Number – Refer to the Notice of Award.
- Pass Through Entity Name – Enter information in this format: *Division*, *Program.*
- Federal Funding Year – Federal year the funding is provided.
- Federal Award Date – Date the federal award is signed by the authorized official of the Federal awarding agency. Refer to the Notice of Award.
- Total Amount of Federal Award – Enter the total amount awarded by the federal agency to include any amended amounts. Refer to the Notice of Award.
- Indirect Cost Rate for MoDNR – Current MoDNR rates can be found at http://n-nr1ntra.ads.state.mo.us/das/rates-current.htm .

Approval: complete fields below

- Department of Natural Resources Director Or Designee – Enter the name of the MoDNR director.
- Recipient Organization Authorized Official Name and Title – Enter the name and title of the person who will be signing on behalf of the recipient organization, if known.

**MISSOURI DEPARTMENT OF NATURAL RESOURCES**
**Federal Financial Assistance Agreements**
**General Terms and Conditions**

These general terms and conditions highlight requirements which are especially pertinent to federal assistance agreements made by the Missouri Department of Natural Resources. These general terms and conditions do not set out all of the provisions of the applicable laws and regulations, nor do they represent an exhaustive list of all requirements applicable to this award. These terms and conditions are emphasized here because they are frequently invoked and their violation is of serious concern.

Pursuant to 2 CFR 200.331, the sub-recipient shall require the language of the certifications and terms applicable to financial assistance awards to be included in sub-award document at all tiers and all sub-recipients shall certify and disclose accordingly. This "flow down" requirement imposed on the sponsoring agent by the Department is to ensure the financial assistance agreement is used in accordance with Federal statues, regulations and the terms of the agreement. The sponsoring agent is accountable to the Department for compliance with Federal requirements. In turn, the Department is responsible to federal agency for ensuring sponsoring agents comply with Federal requirements and with federal General Terms and Conditions:

In addition to these terms and conditions, the recipient must comply with all governing requirements of their financial assistance agreement, including the Title 2 Grants and Agreements, Chapter II Part 200 of the Code of Federal Regulation, under the title "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards." The regulations can be found at http://www.ecfr.gov/cgi-bin/text-idx?SID=da74e925e27b89e7f8625019850377cf&tpl=/ecfrbrowse/Title02/2tab_02.tpl.

## I. Administrative Requirements

A. **Method of Payment**. The recipient will be reimbursed by the Department for all allowable expenses incurred in performing the scope of services. The recipient shall report project expenses and submit to the Department original payment requests as required by division/program per the financial assistance agreement. The form must be completed with the Department payment request amount and local share detailed, if applicable. Payment requests must provide a breakdown of project expenses by the budget categories contained in the financial assistance agreement budget. Payment requests must be received by the Department per the financial assistance agreement. No reimbursement will be made for expenditures prior to award unless approval for pre-award costs has been granted. No reimbursements will be made for expenditures incurred after the closing budget date unless a budget time period extension has been granted by the Department prior to the closing budget date.

1. Payments under non-construction grants will be based on the grant sharing ratio as applied to the total agreed project cost for each invoice submitted unless the financial assistance agreement specifically provides for advance

payments. Advance payments may only be made upon a showing of good cause or special circumstances, as determined by the Department and must be as close as is administratively feasible to the actual disbursement. Advance payments will only be made to cover estimated expenditures as agreed. The Department will not advance more than 25% of the total amount of the grant unless the recipient demonstrates good cause.

2. All payment requests must have the following certification by the authorized recipient official: By signing this report, I certify to the best of my knowledge and belief the report is true, complete and accurate and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the financial assistance agreement. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise.

B. **Retention and Custodial Requirements for Records**. The recipient shall retain financial records, supporting documents, statistical records and all other records pertinent to the financial assistance agreement for a period of five years starting from the date of submission of the final payment request. Authorized representatives of federal awarding agencies, the Federal Inspectors General, the Comptroller General of the United States, the State Auditor's Office, the Department or any of their designees shall have access to any pertinent books, documents, and records of recipient in order to conduct audits or examinations. The recipient agrees to allow monitoring and auditing by the Department and/or authorized representative. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the five year period, the recipient shall retain records until all litigations, claims or audit findings involving the records have been resolved and final action taken.

C. **Program Income**.

1. The recipient is encouraged to earn income to defray program costs. Program income means gross income earned that is directly generated by a supported activity or earned as a result of the financial assistance agreement during the period of performance. Program income includes but is not limited to income from: fees for services performed, the use or rental of real or personal property acquired with financial assistance funds, the sale of commodities or items fabricated under the financial assistance agreement, license fees and royalties on patents and copyrights and payments of principal and interest on loans made with financial assistance funds. Program income does not include items such as rebates, credits, discounts, or refunds and interest earned.

2. Program income shall be deducted from total allowable outlays to determine net allowable costs. With prior approval of the federal awarding agency, program income may be added to the federal award or used to meet cost sharing or matching requirements. The default deductive alternative requires that program income be deducted from total allowable costs to determine the net allowable amount to which the respective matching ratios are applied. For example, 50/50 share ratio agreement with total allowable costs of $10,000 that earns $1,000 in program income would result in $4,500 net share and a $4,500 net financial assistance share.

D. **Match or Cost Share Funding**. In general, match or cost sharing represents that portion of project costs not borne by state appropriations. The matching share will usually be prescribed as a minimum percentage. In-kind (noncash) contributions are allowable project costs when they directly benefit and are necessary and reasonable for the accomplishment of the project or program objectives. Any in-kind match must be assigned a fair market value consistent with those paid for similar work in the labor market and be documented and verifiable. Neither costs nor the values of third party in-kind contributions count towards satisfying a cost sharing or matching requirement of a grant agreement if they have been or will be counted towards satisfying a cost sharing or matching requirement of another federal financial assistance agreement, a federal procurement contract, or any other award of federal funds. Federal funds from another federal grant or financial assistance agreement shall not count towards satisfying a cost sharing or matching requirement of a grant agreement.

1. Match or cost share funding will be established by the Department through negotiation with the recipient. Signature by both the Department and recipient on the financial assistance agreement form firmly affixes the match or cost sharing ratios. Full expenditure of recipient match or cost share funding is required over the life of the financial assistance agreement. Recipient must submit payment requests to the Department, as required by the financial assistance agreement, and provide financial records for total expenditure of state and match or cost share funding. The Department will reimburse the recipient for its percentage portion agreed to less any negotiated withholding.

2. Failure to provide 100% of the match or cost share ratio of total expenditures as identified in the financial assistance agreement may cause the recipient to become ineligible to receive additional financial assistance from the Department. Failure to provide the required match may result in other enforcement remedies as stated in Y. for noncompliance.

E. **Financial Management Systems**. The financial management systems of the recipient must meet the following standards:

1. Financial Reporting. Accurate, current, and complete disclosure of financial results of financially assisted activities must be made in accordance with the financial reporting requirements of the financial assistance agreement;

2. Accounting Records. Maintain records which adequately identify the source and application of funds provided for financially assisted activities to include the CFDA title and number, Federal Award Identification Number (FAIN) and year, name of the federal agency and pass-thru entity. These records must contain information pertaining to financial assistance awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays or expenditures, and income;

3. Internal Control. Effective written internal controls and accountability must be maintained for all recipient cash, real and personal property, and other assets. The recipient must adequately safeguard all such property and must assure that it is used solely for authorized purposes. These internal controls should be in compliance with guidance in the "Standards for Internal Control in the Federal Government" and the "Internal Control Integrated Framework";

4. Budget Control. Actual expenditures or outlays must be compared with budgeted amounts for each financial assistance agreement;

5. Allowable Costs. OMB cost principles, applicable federal agency program regulations, and the financial assistance agreement scope of work will be followed in determining the reasonableness, allowability and allocability of costs;

6. Source Documentation. Records must adequately identify the source and application of funds for federally funded activities. These records must contain information pertaining to Federal awards, authorizations, obligations, unobligated balances, assets, expenditures, income and interest and be supported by source documentation. The documentation must be made available by the recipient at the Department's request or any of the following: authorized representatives of the federal awarding agency, the Federal Inspector General, the Comptroller General of the United States, State Auditor's Office or any of their designees;

7. The recipient shall have written procedures in place to minimize the time lapsed between money disbursed by the Department and spent by the recipient.

F. **Reporting of Program Performance**. The recipient shall submit to the Department a performance report for each program, function, or activity as specified by the financial assistance agreement or at least annually and/or after completion of the project. Performance report requirements, if not expressly stated in the scope of work, should include, at a minimum, a comparison of actual accomplishments to the goals established, reasons why goals were not met, including analysis and explanation of cost overruns or higher unit cost when appropriate, and other pertinent information. Representatives of the Department, the federal awarding agency, the Federal Inspector General, the Comptroller General of the United States, State Auditor's Office or any of their designees shall have the right to visit the project site(s) during reasonable hours for the duration of the contract period and for five years thereafter.

G. **Budget and Scope of Work Revisions**. The recipient is permitted to rebudget within the approved direct cost budget to meet unanticipated requirements. The following is a non-exclusive listing of when a recipient must request approval in writing to revise budgets and scopes of work under the following conditions:

1. For non-construction grants, the recipient shall obtain the prior approval of the Department, unless waived by the Department, for cumulative transfers among direct cost categories, or, if applicable, among separately budgeted programs, projects, functions or activities when the accumulative amounts of such transfers exceed or are expected to exceed 10% of the current total approved budget whenever the Department's share exceeds the simplified acquisition amount threshold.

2. For construction and non-construction projects, the recipient shall obtain prior written approval from the Department for any budget revision which would result in the need for additional funds.

3. For combined non-construction and construction projects, the recipient must obtain prior written approval from the Department before making any fund or budget transfer from the non-construction to construction or vice versa.

4. A recipient under non-construction projects must obtain prior written approval from the Department whenever contracting out, subgranting, or otherwise obtaining a third party to perform activities which are central to the purpose of the award.

5. Changes to the scope of services, including changes to key personnel described in the financial assistance agreement, must receive prior approval from the Department. Approved changes in the scope of work or budget shall be incorporated by written amendment to the financial assistance agreement.

6. The disengagement from the project for more than three months, or a 25 percent reduction in time devoted to the project, by the approved project director or principal investigator.

7. Changes in the amount of approved cost-sharing or matching provided by the recipient. No other prior approval requirements for specific items may be imposed unless a deviation has been approved.

8. Initiate a one-time extension of the period of performance by up to 12 months unless one or more of the conditions outlined below apply. For one-time extensions, the recipient must notify the Department in writing with the supporting reasons and revised period of performance at least 90 calendar days before the end of the period of performance specified in the financial assistance agreement. This one-time extension may not be exercised merely for the purpose of using unobligated balances. Extensions require explicit prior approval from Department when:

    a. The terms and conditions of the financial assistance agreement prohibit the extension.

    b. The extension requires additional funds.

    c. The extension involves any change in the approved objectives or scope of the project.

    d. Carry forward unobligated balances to subsequent period of performance.

9. Extending the agreement past the original completion date requires approval of the Department.

H. **Equipment Use**. The recipient agrees that any equipment purchased pursuant to this agreement shall be used for the performance of services under this agreement during the term of this agreement. The recipient may not use equipment purchased pursuant to this agreement for any other purpose without approval from the Department. The equipment shall not be moved from the State of Missouri without approval from the Department. State agencies shall follow the Code of State Regulations. The following standards shall govern the utilization and disposition of equipment acquired with financial assistance funds:

1. Title to equipment acquired under this financial assistance agreement will vest with the recipient on acquisition. Equipment means an article of nonexpendable, tangible personal property (including information technology systems) having a useful life of more than one year and a per unit acquisition cost which equals or exceed the lesser of the capitalization level established by the recipient for financial statement purposes or $5,000.

a. Equipment shall be used by the recipient in the program or project for which it was acquired as long as needed, whether or not the project or program continues to be supported by Department funds. When no longer needed for the original program or project, the equipment may be used in other activities currently or previously supported by the Department or the federal agency. If the Department puts the recipient on notice that it believes assistance assets are not being used for the intended purpose, the recipient shall not sell, give away, move or abandon the assets without the Department's prior written approval.

b. The recipient shall also make equipment available for use on other projects or programs currently or previously supported by the Department, providing such use will not interfere with the work on the projects or program for which it was originally acquired. User fees should be considered if appropriate.

c. The recipient must not use equipment acquired with funding from this financial assistance agreement to provide services for a fee to compete unfairly with private companies that provide equivalent services, unless specifically permitted or contemplated by state or federal law. This fee may be considered program income under Section C, Program Income.

d. When acquiring replacement equipment, the recipient may use the equipment to be replaced as a trade-in or sell the property and use the proceeds to offset the cost of the replacement property, subject to the approval of the Department.

2. Equipment Management. The recipient's procedures for managing equipment, whether acquired in whole or in part with financial assistance funds, will, at a minimum, meet the following requirements until disposition takes place:

a. The recipient must maintain property records that include a description of the equipment, a serial number or other identification number, the source of funding, the acquisition date, cost of the property, percentage of federal or state participation in the cost of the property, the location, use and condition of the property and disposition information including the date of the disposal and sale price of the property.

b. A physical inventory of the property must be taken and the results reconciled with the property records at least once every two years.

c. A control system must be developed to ensure adequate safeguards to prevent against loss, damage, or theft of the property. Any loss, damage, or theft shall be reported to and investigated by local authorities. The recipient shall procure and maintain insurance covering loss or damage to equipment purchased with a financial assistance agreement, with financially sound and reputable insurance companies or through self-insurance. Amounts and coverage of such risks should be that which are usually carried by companies engaged in the same or similar business and similarly situated.

d. The recipient must develop adequate maintenance procedures to keep the property in good condition.

e. If the recipient is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return.

3. Disposition. When original or replacement equipment acquired under the financial assistance agreement is no longer needed for the original project or program or for other activities currently or previously supported by the Department, the recipient shall dispose of the equipment as follows:

a. Items of equipment with a current per-unit fair market value $5,000 or less may be retained, sold or otherwise disposed of with no further obligation to the Department.

b. For items of equipment with a current per unit fair market value of more than $5,000, the Department shall have a right to an amount calculated by multiplying the current market value or proceeds from sale by the Department's share of the equipment. Disposition instructions must be requested from the Department when equipment is no longer needed.

c. In cases where a recipient fails to take appropriate disposition actions, the Department may direct the recipient how to dispose of the equipment.

d. If the Department puts the recipient on notice that it believes assistance assets are not being used for the intended purpose, the recipient shall not sell, give away, move or abandon the asset without Department's written approval.

I. **Supplies**. The recipient agrees that all supplies purchased pursuant to this agreement shall be used for the performance of services under this agreement during the term of this agreement. Title to supplies acquired under a financial assistance agreement will

vest, upon acquisitions, with the recipient. If there is a residual inventory of unused supplies exceeding $5,000 in total aggregate fair market value upon termination or completion of the award, and if the supplies are not needed for any other federally sponsored programs or projects, the recipient shall compensate the department for its share. The recipient must not use supplies acquired with funding from this financial assistance agreement to provide services for a fee to compete unfairly with private companies that provide equivalent services, unless specifically permitted or contemplated by state or federal law. This fee may be considered program income under Section C, Program Income.

J. **Inventions and Patents**. If any recipient produces subject matter, which is or may be patentable in the course of work sponsored by this financial assistance agreement, the recipient shall promptly and fully disclose such subject matter in writing to the Department. In the event that the recipient fails or declines to file Letters of Patent or to recognize patentable subject matter, the Department reserves the right to file the same. The Department grants to the recipient the opportunity to acquire an exclusive license, including the right to sublicense, with a royalty consideration paid to the Department. Payment of royalties by recipient to the Department will be addressed in a separate royalty agreement.

K. **Copyrights**. Except as otherwise provided in the terms and conditions of this financial assistance agreement, the author or the recipient is free to copyright any books, publications, or other copyrightable material developed in the course of this agreement. However, the Department and federal awarding agency reserve a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use, with the approval of the Department, the work for government purposes.

L. **Prior Approval for Publications**. The recipient shall submit to the Department two draft copies of each publication and other printed materials which are intended for distribution and are financed, wholly or in part, by financial assistance funds.The recipient shall not print or distribute any publication until receiving written approval by the Department.

M. **Mandatory Disclosures.** The recipient agrees that all statements, press releases, requests for proposals, bid solicitations, and other documents describing the program/project for which funds are now being awarded will include a statement of the percentage of the total cost of the program/project which is financed with federal and state money, and the dollar amount of federal and state funds for the program/project.

N. **Procurement Standards**. The recipient shall use their own documented procurement procedures that reflect applicable state and local laws and regulations provided that procurement conforms to standards set forth in the "Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards."

1. No work or services paid for wholly or in part with state or federal funds, will be contracted without the written consent of the Department.

2. The recipient agrees that any contract, interagency agreement, or equipment to be procured under this award which was not included in the approved work plan must receive formal Department approval prior to expenditure of funds associated with that contract, interagency agreement, or equipment purchase.

O. **Audit Requirements**. The Department and the State Auditor's Office have the right to conduct audits of recipients at any time. The recipient shall arrange for independent audits as prescribed in "Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, Subpart F", as applicable. Audits must confirm that records accurately reflect the operations of the recipient; the internal control structure provides reasonable assurance that assets are safeguarded, and recipient is in compliance with applicable laws and regulations. When the recipient has its yearly audit conducted by a governmental agency or private auditing firm, the relevant portion(s) of the audit report will be submitted to the Department. Other portions of the audit shall be made available at the Department's request.

P. **Freedom of Information Act.** In response to a Freedom of Information Act (FOIA) request for research data relating to published research findings produced under a Federal award that were used by the Federal government in developing an agency action that has the force and effect of law, the Department must request, and the recipient must provide, within a reasonable time, the research data so that they can be made available to the public through the procedures established under the FOIA. If the Department obtains the research data solely in response to a FOIA request, the Department may charge the requester a reasonable fee equaling the full incremental cost of obtaining the research data. This fee should reflect costs incurred by the Department and the recipient. This fee is in addition to any fees the Federal awarding agency may assess under the FOIA (5 U.S.C. 552(a)(4)(A)).

Q. **Conflicts of Interest**. The recipients must have written standards and policies covering conflicts of interest. No party to this financial assistance agreement, nor any officer, agent, or employee of either party to this assistance agreement, shall participate in any decision related to such assistance agreement which could result in a real or apparent conflict of interest, including any decision which would affect their personal or pecuniary interest, directly or indirectly. The recipient is advised that, consistent with Chapter 105, RSMo, no state employee shall perform any service for consideration paid by the recipient for one year after termination of the employee's state employment by which the former state employee attempts to influence a decision of a state agency. A state employee who leaves state employment is permanently banned from performing any service for any consideration in relation to any case, decision, proceeding, or application in which the employee personally participated during state employment.

R. **State Appropriated Funding**. The recipient agrees that funds expended for the purposes of this financial assistance agreement must be appropriated and made available by the Missouri General Assembly for each fiscal year included within the financial assistance agreement period, as well as being awarded by the federal or state agency supporting the project. Therefore, the financial assistance agreement shall automatically terminate without penalty or termination costs if such funds are not appropriated and/or granted. In the event that funds are not appropriated and/or granted for the financial assistance agreement, the recipient shall not prohibit or otherwise limit the Department's right to pursue alternate solutions and remedies as deemed necessary for the conduct of state government affairs. The requirements stated in this paragraph shall apply to any amendment or the execution of any option to extend the financial assistance agreement.

S. **Eligibility, Debarment and Suspension** (SubPart C). By applying for this financial assistance agreement, the recipient verifies that it, its board of directors, and all of its principals are currently in compliance with all state and federal environmental laws and court orders issued pursuant to those laws, and that all environmental violations have been resolved (for example, no pending or unresolved Notice of Violation (NOV)) at the time of application. If compliance issues exist, the recipient shall disclose to the Department all pending or unresolved violations noted in a NOV, administrative order, or civil and criminal lawsuit, but only where those alleged violations occurred in the State of Missouri. If a NOV occurs during the financial assistance period, the recipient must notify the Department immediately. The Department will not make any award or payment at any time to any party which is debarred or suspended, under federal or state authority, or is otherwise excluded from or ineligible for participation in federal assistance under Executive Order 12549, "Debarment and Suspension." The recipient may access the Excluded Parties List at www.sam.gov.

T. **Restrictions on Lobbying**. No portion of this agreement may be expended by the recipient to pay any person for influencing or attempting to influence the executive or legislative branch with respect to the following actions: awarding of a contract; making of an assistance agreement; making of a loan; entering into a cooperative agreement; or the extension, continuation, renewal, amendment or modification of any of these as prohibited by Section 319, Public Law 101-121 (31 U.S.C. 1352).

   In accordance with the Byrd Anti-Lobbying Amendment, any recipient who makes a prohibited expenditure under Title 40 CFR Part 34 or fails to file the required certification or lobbying forms shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such expenditure.

U. **Recycled Paper.** Consistent with Federal Executive Order 13423 and EPA Executive Order 1000.25, the recipient shall use recycled paper consisting of at least 30% post-consumer fiber and double sided printing for all reports which are prepared as a part of this assistance agreement and delivered to the Department. The recipient must use

recycled paper for any materials that it produces and makes available to any parties. The chasing arrows symbol representing the recycled content of the paper will be clearly displayed on at least one page of any materials provided to any parties.

V. **Contracting with Small and Minority Firms, Women's Business Enterprise, and Labor Surplus Area Firms**. To the extent permitted by law and state and federal executive orders, all recipients shall make every feasible effort to target the percentage of goods and services procured from certified minority business enterprises (MBE) and women business enterprises (WBE) to 10% and 10%, respectively, when utilizing financial assistance funds to purchase supplies, equipment, construction and services related to this financial assistance agreement.

1. The recipient agrees to take all necessary affirmative steps required to assure that small and minority firms and women's business enterprises are used when possible as sources when procuring supplies, equipment, construction and services related to the financial assistance agreement. The recipient agrees to include information about these requirements in solicitation documents. Affirmative steps shall include:

    a. Placing qualified small and minority business and women's business enterprises on solicitation lists;

    b. Ensuring that small and minority business and women's business enterprises are solicited whenever they are potential sources;

    c. Dividing total requirements, when economically feasible, into small tasks or quantities to permit maximum participation by small and minority business and women's business enterprises;

    d. Establishing delivery schedules, where the requirements of work will encourage participation by small and minority business and women's business enterprises;

    e. Using the services of the Small Business Administration, the Minority Business Development Agency of the U.S. Department of Commerce and the MO Office of Equal Opportunity, and;

    f. Requiring any prime contractor or other subrecipients, if subagreements are to be allowed, to take the affirmative steps in subparagraphs a. through e. of this section.

2. For EPA funded financial assistance agreements, the recipient agrees to include disadvantaged business enterprises in the affirmative steps indicated above.For EPA funded financial assistance agreements, when

required the recipient shall utilize EPA form 5700-52A to report to Department procurements under the financial assistance agreement.

W. **Disputes**. The recipient and the Department should attempt to resolve disagreements concerning the administration or performance of the financial assistance agreement. If an agreement cannot be reached, the Department will provide a written decision. Such decision of the Department shall be final unless a request for review is submitted to the division director within ten (10) business days after the decision. Such request shall include: (1) a copy of the Department's final decision; (2) a statement of the amount in dispute; (3) a brief description of the issue(s) involved; and (4) a concise statement of the objections to the final decision. A decision by the Department shall constitute final action.

X. **Termination**

1. Termination for Cause. The Department may terminate any financial assistance agreement, in whole or in part, at any time before the date of completion whenever it is determined that the recipient has failed to comply with the terms and conditions of the financial assistance agreement. The Department shall promptly notify the recipient in writing of such a determination and the reasons for the termination, together with the effective date. The Department reserves the right to withhold all or a portion of agreement funds if the recipient violates any term or condition of this financial assistance agreement. Termination for cause may be considered for evaluating future applications. The recipient may object to terminations with cause and may provide information and documentation challenging the termination.

2. Termination for Convenience. Both the Department and the recipient may terminate the financial assistance agreement, in whole or in part, when both parties agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds.

3. Financial assistance agreements are not transferable to any person or entity.

4. Department and the recipient remain responsible for compliance with all closeout requirements.

Y. **Enforcement; Remedies for Noncompliance**. If the recipient falsifies any award document or materially fails to comply with any term of this financial assistance agreement, the Department may take one or more of the following actions, as appropriate:

1. Suspend or terminate, in whole or part, the current agreement;

2. Disallow all or part of the cost of the activity or action not in compliance;

3. Temporarily withhold cash payments pending the recipient's correction of the deficiency;

4. Withhold further awards from the recipient;

5. Order the recipient not to transfer ownership of equipment purchased with assistance money without prior Department approval; or

6. Take other remedies that may be legally available, including cost recovery, breach of contract, and suspension or debarment.

Z. **Subgrantee's Signature**. The recipient's signature on the application and the award documents signifies the recipient's agreement to all of the terms and conditions of the financial assistance agreement.

AA. **Human Trafficking. This requirement applies to non-profit recipients or subrecipients.** The recipient, their employees, subrecipients under this agreement, and subrecipients' employees may not engage in severe forms of trafficking in persons during the period of time that the agreement is in effect; procure a commercial sex act during the period of time that the award is in effect; or use forced labor in the performance of the agreement or subagreements under the award. The department has the right to terminate unilaterally: (1) implement section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended, noncompliance that are available to the recipient under this agreement.

BB. **Illegal Immigration.** Any municipality that enacts or adopts a sanctuary policy will be ineligible for moneys provided through financial assistance agreements administered by any state agency or department until the policy is repealed or is no longer in effect (Missouri Statutes – RSMo 67.307 (2)). No business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri (RSMo 285.525 – 285.530).

CC. **Management Fees.** Management fees or similar charges in excess of the direct costs and approved indirect rates are not allowable. The term "management fees or similar charges" refers to expenses added to the direct costs in order to accumulate and reserve funds for ongoing business expenses, unforeseen liabilities, or for other similar costs which are not allowable under this agreement. Management fees or similar charges may not be used to improve or expand the project funded under this agreement, except to the extent authorized as a direct cost of carrying out the scope of work.

DD. **Federal Funding Accountability and Transparency Act (FFATA) Requirements.** If the original assistance agreement amount is $30,000 or more or an amendment increases the award amount to $30,000 or greater, the recipient must submit the following to the Department prior to Department signing the amendment (Subrecipient Informational Form):

1. Location of the entity receiving the financial assistance and primary location of performance under the award, including city, state, congressional district and county;

2. A unique entity identifier of the entity receiving the financial assistance;

3. A unique entity identifier of the parent entity of the recipient; and

,4. Names and total compensation for the five most highly compensated officers for the preceding completed fiscal year

EE. **Executive Compensation.** If FFATA reporting requirements apply and if the agreement period will exceed 12 months, the recipient must provide to the Department updated compensation information for their five most highly compensated officers using the Subrecipient Informational Form at the end of each 12 month period.

FF. **Competency**. The recipient ensures that all personnel associated with this financial assistance agreement, including staff, contractors and subrecipients, possess adequate education, training and experience to satisfactorily perform all technical tasks to be performed in order to fulfill the requirements of this agreement.

**GG. Prohibition on certain telecommunications and video surveillance service or equipment.** Recipient is prohibited from obligating or expending funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Consistent with 2 CFR 200.471, cost incurred for telecommunications and video surveillance services or equipment such as phones, internet, video surveillance, and cloud servers are allowable except for the following circumstances:

a. Obligating or expending funds for covered telecommunications and video surveillance services or equipment or services as described in 2 CFR 200.216 to:
    a. Procure or obtain, extend or renew a contract to procure or obtain;
    b. Enter into a contract (or renew a contract) to procure, or
    c. Obtain the equipment, services, or systems

II. **Statutory Requirements**

The recipient must comply with all federal, state and local laws relating to employment, construction, research, environmental compliance, and other activities associated with grants from the Department. Failure to abide by these laws is sufficient grounds to cancel the agreement. For a copy of state and federal laws that typically apply to financial assistance agreements contact the Department. By applying for this financial assistance agreement, the recipient certifies that the recipient, its board of directors and principals are in compliance with the specific federal and state laws set out below. Further, the recipient shall report to the Department any instance in which the recipient or any member of its board of directors or principals is determined by any administrative agency or by any court in connection with any judicial proceeding to be in noncompliance with any of the specific federal or state laws set forth below. Such report shall be submitted within ten (10) working days following such determination. Failure to comply with the reporting requirement may be grounds for termination of this financial assistance agreement or suspension or debarment of the recipient.

A. Laws and regulations related to nondiscrimination:

1. Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin, including Limited English Proficiency (LEP);

2. Title VII of the Civil Rights Act of 1964 found at 42 U.S.C. §2000(e) et.seq. which prohibits discrimination on the basis of race, color, religion, national origin, or sex:

3. Title IX of the Education Amendments of 1972, as amended (U.S.C. §§ 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex;

4. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability;

5. Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 621-634), which prohibits discrimination on the basis of age;

6. Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;

7. Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;

8. Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;

9. Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing;

10. Chapter 213 of the Missouri Revised Statutes which prohibits discrimination on the basis of race, color, religion, national origin, sex, age, and disability.

11. The Americans with Disabilities Act (P. L. 101-336), 42 U. S. C. §12101 et seq., relating to nondiscrimination with respect to employment, public services, public accommodations and telecommunications.

12. Any other nondiscrimination provisions in the specific statute(s) and regulations under which application for federal assistance is being made.

13. The requirements of any other nondiscrimination statute(s) and regulations which may apply to the application.

B. State and Federal Environmental Laws:

1. The Federal Clean Air Act, 42 U.S.C. § 7606, as amended, prohibiting award of assistance by way of grant, loan, or contract to noncomplying facilities.

2. The Federal Water Pollution Control Act, 33 U.S.C. § 1368, as amended, prohibiting award of assistance by way of grant, loan, or contract to noncomplying facilities.

3. The National Environmental Policy Act of 1969, 42 U.S.C. § 4321 et seq., as amended, particularly as it relates to the assessment of the environmental impact of federally assisted projects.

4. The National Historic Preservation Act of 1966, 16 U.S.C. § 470 et seq., as amended, relating to the preservation of historic landmarks.

5. Earthquakes - Seismic Building and Construction Ordinances, §§ 319.200 - 319.207, RSMo (Cum. Supp. 1990), relating to the adoption of seismic design and construction ordinances by certain cities, towns, villages and counties.

6. The Missouri Clean Water Law, Sections 644.006 to 644.141, RSMo.

7. The Missouri Hazardous Waste Management Law, Section, 260.350 to 260.430, RSMo.

8. The Missouri Solid Waste Management Law, Sections 260.200 to 260.245, RSMo.

9. The Missouri Air Conservation Law, Sections 643.101 to 643.190, RSMo.

C. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. §§ 4601 and 4651 et seq., relating to acquisition of interest in real property or any displacement of persons, businesses, or farm operations.

D. The Hatch Act, 5 U.S.C. § 1501 et seq., as amended, relating to certain political activities of certain State and local employees.

E. The Archaeological and Historic Preservation Act of 1974 (Public Law 93-291) relating to potential loss or destruction of significant scientific, historical, or archaeological data in connection with federally assisted activities.

F. The Wild and Scenic Rivers Act of 1968 (16 U.S.C. § 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

G. The flood insurance purchase requirements of § 102(a) of the Flood Disaster Protection Act of 1973 (Public Law 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

H. The Privacy Act of 1974, P.L. 93-579, as amended prohibiting the maintenance of information about any individual in a manner which would violate the provision of the Act.

I. Public Law 93-348 regarding the protection of human subjects involved in research, development and related activities supported by this award of assistance.

J. The Laboratory Animal Welfare Act of 1966 (P. L. 89-544), 7 U.S.C. § 2131 et seq., pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.

K. The following additional requirements apply to projects that involve construction:

1. The Davis-Bacon Act, as amended, 40 U.S.C. § 276a et seq., respecting wage rates for federally assisted construction contracts in excess of $2000.

2. The Copeland (Anti-Kickback) Act, 18 U.S.C. § 874, 40 U.S.C. § 276c.

3. The Contract Work Hours and Safety Standards Act, 40 U.S.C. § 327 et seq.

4. Convict labor shall not be used on construction projects unless by convicts who are on work release, parole, or probation.

5. The Lead-Based Paint Poisoning Prevention Act (42 U. S. C. § 4801 et seq.) which prohibits the use of lead paint in construction or rehabilitation of residence structures.

**Terms of Financial Assistance Agreement**
**Clean Water State Revolving Fund**

## I. Administrative Terms

1. The recipient also agrees to include in all solicitation documents the following:

   *"Sub recipients who request or receive from the recipient a subgrant, contract, or subcontract exceeding $100,000, at any tier under a federal grant shall comply with the Anti-Lobbying Act, Section 319 of Public Law 101-121, and file an Anti-Lobbying Certification form, and the Disclosure of Lobbying Activities form, if required, to the next tier above."*

2. General Compliance, 40 Code of Federal Regulations (CFR) Part 33 - The recipient agrees to comply with the requirements of U.S. Environmental Protection Agency's (USEPA's) Program for Utilization of Disadvantaged Business Enterprises (DBE) in procurement under assistance agreements, contained in 40 CFR Part 33. The recipient must create and maintain a bidders list of all contractors and their subcontractors bidding or quoting USEPA assisted projects. The recipient must keep the bidders list until the project period for the financial assistance has ended. The following information must be obtained from all prime and subcontractors:
   a. Entity's name and point of contact;
   b. Entity's mailing address, telephone number, and e-mail address;
   c. The procurement on which the entity bid or quoted, and when; and
   d. Entity's status as a DBE or Non-DBE.

3. The recipient agrees to an ongoing, good faith effort to maintain a drug-free work place pursuant to the specific requirements set forth in Title 2 CFR 1536.225. Additionally, in accordance with these regulations, the recipient must identify all known workplaces under its federal awards and keep this information on file during the performance of the award.

   Recipients classified as individuals must comply with the drug-free provisions set forth in 2 CFR 1536.300.

   Recipients may find details concerning violations of this condition under 2 CFR 1536.500.

4. The recipient agrees to ensure that all space for conferences, meetings, conventions or training funded in whole or in part with Federal funds comply with the Hotel and Motel Fire Safety Act of 1990.

5. The recipient agrees to follow the requirements set out in Section 6002 of the Resource Conservation and Recovery Act (RCRA) (42 U.S.C. § 6962). RCRA Section 6002 states

that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in the guidelines contained in 40 CFR 247.

6. The recipient and all subrecipients shall be subject to the Federal False Claims Act (31 U.S.C. §§ 3729-3733). The law applies to any federally funded contract or program and establishes liability for any person who knowingly presents or causes to be presented a false or fraudulent claim to the United States government for payment.

## II. Programmatic Terms

1. The recipient understands that the use of their work force to perform State Revolving Fund (SRF) funded construction oversight is not eligible for reimbursement under Missouri's SRF program.

2. The recipient agrees to meet the project schedule provided with the funding application or the most recent amended schedule approved by the Missouri Department of Natural Resources (department) project manager unless justifiable delays occur due to unexpected circumstances. Whenever significant schedule changes occur, the recipient will provide the department project manager with an amended schedule and an explanation for the changes.

3. The recipient agrees to make prompt payment to its contractor(s) of sums due under this funding agreement and to retain only amounts as may be justified by specific circumstances and provisions of this funding agreement or the construction contract(s).

4. The recipient agrees to properly operate and maintain all facilities and systems funded in whole or part by this agreement for the useful life of those facilities and systems.

5. The recipient agrees that a manual or manuals describing the proper operation and maintenance of each system will be prepared prior to works in operation.

6. The recipient agrees to submit the reimbursement request along with supporting documentation for approval and reimbursement, no more frequently than monthly. The department will pay each eligible invoice in accordance with the maximum grant percentage outlined in the Clean Water SRF Intended Use Plan (IUP) from the recipient's most current fiscal year of application as listed on the IUP. In addition, the recipient shall pay any ineligible invoice amount and 100 percent of costs that exceed the federal award amount listed on the FAA.

   The recipient should submit documentation to:
   a. deqwpcpfacaccounting@dnr.mo.gov (preferred), or
   b. Department of Natural Resources – Financial Assistance Center
      Attn: FAC Accounting
      P.O. Box 176, 1101 Riverside Drive
      Jefferson City, MO 65102-0176

7. Generally Accepted Accounting Principles. In accordance with Sec. 602(b)(9) of the Federal Water Pollution Control Act, the recipient shall maintain project accounts in accordance with generally accepted government accounting standards, including standards relating to the reporting of infrastructure assets.

8. Architectural and Engineering (A/E) Procurement. The procurement of A/E services shall be in accordance with Sec. 602(b)(14) of the Federal Water Pollution Control Act.

9. American Iron and Steel Products. In accordance with Sec. 608(a) of the Federal Water Pollution Control Act, the recipient assures that it, as well as its contractors and subcontractors, will only use iron and steel products in the project which are produced in the United States in a manner consistent with United States obligations under international agreements. The term "iron and steel products" means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials. The recipient understands that this requirement may only be waived by the applicable federal agency in limited situations as set out in Sec. 608(d) of the Federal Water Pollution Control Act.

10. In accordance with the National Defense Authorization Act, Section 889, as described in Public Law 115-232 and 2 CFR 200.216, known as the *Prohibition on certain telecommunications and video surveillance services or equipment*, SRF recipients and subrecipients are prohibited from obligating or expending loan or grant funds to
    a. Procure or obtain;
    b. Extend or renew a contract to procure or obtain; or
    c. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Covered telecommunications equipment includes those produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
        i. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
        ii. Telecommunications or video surveillance services provided by such entities or using such equipment.
        iii. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Exhibit F

Budget Adjustment
0009

Revenues:

| Fund | Dept | Org | Account | P&G | Location | Amount | Description |
|---|---|---|---|---|---|---|---|
| 53350 | 08 | 33520 | 408070 | 000000 | 00000 | $ 3,358,000 | 2026 SRF Loan Proceeds (estimated) - Group 8 Public Sewer Rehabilitation Project |
| 53020 | 08 | 33520 | 416010 | 000000 | 00000 | 2,000,000 | 2026 SRF Affordability Federal Grant - Group 8 Public Sewer Rehabilitation Project |
| 53020 | 08 | 33520 | 416010 | 000000 | 00000 | 1,420,000 | 2026 Water Quality Incentive Federal Grant - Group 8 Public Sewer Rehabilitation Project |
| Net Revenue Adjustment | | | | | | $ 6,778,000 | |

Expenditures:

| Fund | Dept | Org | Account | P&G | Location | Amount | Description |
|---|---|---|---|---|---|---|---|
| 53350 | 08 | 33520 | 509110 | 000000 | 00000 | $ 3,305,852 | Group 8 Public Sewer Rehabilitation Project - SRF Loan |
| 53350 | 08 | 33520 | 509350 | 000000 | 00000 | 52,148 | SRF Loan Issuance & Other Financing Costs |
| 53020 | 08 | 33520 | 509110 | 000000 | 00000 | 3,420,000 | Group 8 Public Sewer Rehabilitation Project - Federal Grant |
| Net Expenditure Adjustment | | | | | | 6,778,000 | |

Fund Balance Appropriation:

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

Explanation: To amend the FY 2026-2027 budget by appropriating 2026 SRF loan proceeds and a 2026 SRF Affordability Federal Grant and a 2026 Water Quality Incentive Federal Grant for the Group 8 Public Sewer Rehabilitation Project and any related issuance and/or other financing costs.

Requested By:

08/04/26
Department Head Date

Approved By:

08/04/26
Director of Finance Date

City Manager Date

Authorization:

Council Bill No. 2026-185
Ordinance No.
1st Reading
2nd Reading
Journal Imp No.

EXHIBIT G

OUTSTANDING SYSTEM SPECIAL OBLIGATION BONDS

| Name of Bond Issue | Authorizing Ordinance | Date of Bonds | Final Maturity | Amount Issued |
|---|---|---|---|---|
| Special Obligation Bonds (State Revolving Fund Program) Series 2007 | 25156[1] | May 1, 2007 | January 1, 2028 | $7,855,000[2] |
| Special Obligation Bonds (State of Missouri – Direct Loan Program – ARRA) Series 2010 | 25707[3] | January 15, 2010 | July 1, 2030 | Not to Exceed $13,000,000 |
| Special Obligation Bonds (Sewer System Improvement Project), Series 2015 | 26567[4] | May 28, 2015 | April 1, 2035 | $43,140,000 |
| Special Obligation Bonds (State of Missouri – Direct Loan Program) Series 2021 | 27466[5] | March 3, 2021 | January 1, 2041 | Not to Exceed $15,010,000 |
| Special Obligation Refunding Bonds, Series 2022 | 27608[6] | January 20, 2022 | April 1, 2032 | $14,290,000 |
| Special Obligation Bonds (State of Missouri – Direct Loan Program) Series 2023 | 27894[7] | August 30, 2023 | July 1, 2043 | Not to Exceed $4,877,000 |

[1] Adopted March 26, 2007
[2] Special Ordinance No. 25156 authorized an issuance of not to exceed $8,250,000 of the City's Special Obligation Bonds (State Revolving Fund Program) Series 2007. The final amount issued was $7,855,000.
[3] Adopted January 11, 2010
[4] Adopted May 11, 2015.
[5] Adopted February 22, 2021
[6] Adopted November 29, 2021
[7] Adopted August 21, 2023

| | | | | |
|---|---|---|---|---|
| Special Obligation Bonds (State of Missouri – Direct Loan Program) Series 2024 | 28077[8] | December 9, 2024 | January 1, 2039 | Not to Exceed $6,501,000 |

[8] Adopted December 3, 2024

CITY OF Springfield

## EXPLANATION TO COUNCIL BILL 2026-186 (HARDINGER)

**FILED:** 08/31/2026

**ORIGINATING DEPARTMENT:** Economic Vitality

**TITLE:** A special ordinance authorizing the City Manager, or designee, to accept Workforce Innovation and Opportunity Act Title I Adult and Youth formula grant funding from Missouri's Department of Higher Education and Workforce Development in the amount of $497,307; and amending the Fiscal Year 2026-2027 budget of the Department of Economic Vitality and Workforce Development in the amount of $231,081 in adult funding and $266,226 in youth funding.

**PURPOSE:** Authorizing the City Manager, or designee, to accept Workforce Innovation and Opportunity Act (WIOA) Title I Adult and Youth formula grant funding from Missouri's Department of Higher Education and Workforce Development (DHEWD) amending the Division of Workforce Development's budget for Fiscal Year 2026 to reflect the additional allocation of $231,081 in WIOA Adult funding (Exhibit 1) and $266,226 in WIOA Youth funding (Exhibit 2).

**BACKGROUND INFORMATION:** Missouri's DHEWD allocates Title I WIOA formula funds to workforce areas statewide to provide comprehensive workforce development services. Funding allocations for the Ozark Region exceeded initial projections and budget estimates. These additional resources will enhance service delivery and better address local workforce needs.

WIOA Adult Program Allocation: The additional $231,081 in WIOA Adult funding (Exhibit 1) will support core employment and training services aimed at improving jobseeker skills, credential attainment, and placement into self-sustaining wages.

WIOA Youth Program Allocation: The additional $266,226 WIOA Youth funding (Exhibit 2) will enhance service strategies for eligible local youth, particularly out-of-school youth and individuals with barriers to employment.

FUNDING STRUCTURE AND TIMELINE: This additional formula funding is allocated through DHEWD with a project performance period aligned with the active WIOA grant cycle. This formula funding does not require matching funds.

FISCAL IMPACT: The additional allocation provides external federal/state pass-through funding to support Division operations and direct participant services without impacting the General Fund.

**REMARKS**: This program directly supports the following City Council Priorities: Economic Vitality and Public Safety

**Submitted By:** Ericka Schmeeckle, Assistant Director of Workforce Development

**Authorized for inclusion on the agenda pursuant to City Code section 2-33:**
Anita Cotter, City Clerk 09/02/2026

**Attachments:**
1. WIOA Budget Adjustment
2. BA0011 WFD 2026 WIOA Budget Adjustment_exh1
3. BA0012 WFD 2026 WIOA Budget Adjustment_exh2

One-rdg. _____
P. Hrngs. _____
Pgs. _____
Filed: 08-18-26

Sponsored by: Hardinger

First Reading: _____ Second Reading: _____

COUNCIL BILL 2026-186 SPECIAL ORDINANCE _____

AN ORDINANCE

AUTHORIZING the City Manager, or designee, to accept Workforce Innovation and Opportunity Act Title I Adult and Youth formula grant funding from Missouri's Department of Higher Education and Workforce Development in the amount of $497,307; and amending the Fiscal Year 2026-2027 budget of the Department of Economic Vitality and Workforce Development in the amount of $231,081 in adult funding and $266,226 in youth funding.

_____

WHEREAS, the Missouri Department of Higher Education and Workforce Development allocates Title I Workforce Innovation and Opportunity Act ("WIOA") formula funds to workforce regions statewide to provide comprehensive workforce development service; and

WHEREAS, funding allocations for the Ozark Region exceeded initial projections and budget estimates by $231,081 in adult funding and $266,226 in youth funding, for a total additional funding amount of $497,307; and

WHEREAS, this additional formula funding has a project performance period aligned with the active WIOA grant cycle; and

WHEREAS, this formula funding does not require matching funds; and

WHEREAS, an amendment to the budget of the Department of Workforce and Economic Vitality for Fiscal Year 2026-2027 totaling $497,307 has been recommended by the City Manager, with $231,081 in adult funding and $266,226 in youth funding.

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 accept Title I WIOA formula grant funding from Missouri's Department of Higher Education and

Workforce Development in the amount of $497,307.

Section 2 – The budget of the Department of Economic Vitality and Workforce Development for Fiscal Year 2026-2027 is hereby amended in the accounts and in the amounts as shown on Budget Adjustments 0011 and 0012, copies of which are attached hereto and incorporated herein by reference as “Exhibit 1” and “Exhibit 2,” respectively.

Section 3 – City Council finds that the budget adjustments made above have 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 – 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

CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Exhibit 1

Budget Adjustment
0011

Revenues:

| Fund | Dept | Org | Account | P&G | Location | Amount | Description |
|---|---|---|---|---|---|---|---|
| 24090 | 21 | 28210 | 416010 | 103760 | 00000 | $ 36,930 | DHEWD WIOA PY26 Formula Adult Funding |
| 24090 | 21 | 28210 | 416010 | 103761 | 00000 | 194,151 | DHEWD WIOA FY27 Formula Adult Funding |
| Net Revenue Adjustment | | | | | | $ 231,081 | |

Expenditures:

| Fund | Dept | Org | Account | P&G | Location | Amount | Description |
|---|---|---|---|---|---|---|---|
| 24090 | 21 | 28210 | 500110 | 103760 | 00000 | 19,521 | Salaries |
| 24090 | 21 | 28210 | 500210 | 103760 | 00000 | 2,631 | Lagers |
| 24090 | 21 | 28210 | 500250 | 103760 | 00000 | 1,494 | FICA |
| 24090 | 21 | 28210 | 500260 | 103760 | 00000 | 1,631 | Health Insurance |
| 24090 | 21 | 28210 | 500280 | 103760 | 00000 | 574 | Workmens Comp |
| 24090 | 21 | 28210 | 502645 | 103760 | 00000 | 11,079 | Tuition Assistance - ITA |
| 24090 | 21 | 28210 | 500110 | 103761 | 00000 | 102,625 | Salaries |
| 24090 | 21 | 28210 | 500210 | 103761 | 00000 | 13,832 | Lagers |
| 24090 | 21 | 28210 | 500250 | 103761 | 00000 | 7,852 | FICA |
| 24090 | 21 | 28210 | 500260 | 103761 | 00000 | 8,577 | Health Insurance |
| 24090 | 21 | 28210 | 500280 | 103761 | 00000 | 3,020 | Workmens Comp |
| 24090 | 21 | 28210 | 502645 | 103761 | 00000 | 58,245 | Tuition Assistance - ITA |
| Net Expenditure Adjustment | | | | | | $ 231,081 | |

Fund Balance Appropriation:

| Fund | | Title | Amount |
|---|---|---|---|
| 24090 | | | |

Explanation: To amend the FY2026-27 budget by appropriating funds from federal grant revenue to support the Department of Workforce Development and Economic Viality's DHEWD WIOA Adult PY26/FY27 funding.

Requested By:

08/06/26
Department Head Date

Approved By:

08/06/26
Director of Finance Date

City Manager Date

Authorization:

Council Bill No. 2026-186
Ordinance No.
1st Reading
2nd Reading
Journal Imp No.

CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Exhibit 2

Budget Adjustment
0012

Revenues:

| Fund | Dept | Org | Account | P&G | Location | Amount | Description |
|---|---|---|---|---|---|---|---|
| 24110 | 21 | 28210 | 416010 | 103764 | 00000 | $ 266,226 | DHEWD WIOA PY26 Formula Youth Funding |
| Net Revenue Adjustment | | | | | | $ 266,226 | |

Expenditures:

| Fund | Dept | Org | Account | P&G | Location | Amount | Description |
|---|---|---|---|---|---|---|---|
| 24110 | 21 | 28210 | 500110 | 103764 | 00000 | 160,824 | Salaries |
| 24110 | 21 | 28210 | 500210 | 103764 | 00000 | 21,677 | Lagers |
| 24110 | 21 | 28210 | 500250 | 103764 | 00000 | 12,306 | FICA |
| 24110 | 21 | 28210 | 500260 | 103764 | 00000 | 13,441 | Health Insurance |
| 24110 | 21 | 28210 | 500280 | 103764 | 00000 | 4,733 | Workmens Comp |
| 24110 | 21 | 28210 | 502530 | 103764 | 00000 | 45,258 | Participant Wages |
| 24110 | 21 | 28210 | 502540 | 103764 | 00000 | 7,987 | Participant Fringe |
| Net Expenditure Adjustment | | | | | | $ 266,226 | |

Fund Balance Appropriation:

| Fund | | Title | Amount |
|---|---|---|---|
| 24110 | | | |

Explanation: To amend the FY2026-27 budget by appropriating funds from federal grant revenue to support the Department of Workforce Development and Economic Viality's DHEWD WIOA Youth PY26 funding.

Requested By:

08/06/2026
Department Head Date

Approved By:

08/06/26
Director of Finance Date

City Manager Date

Authorization:

Council Bill No. 2026-186
Ordinance No.
1st Reading
2nd Reading
Journal Imp No.

## EXPLANATION TO COUNCIL BILL 2026-188 (HARDINGER)

**FILED:** 08/31/2026

**ORIGINATING DEPARTMENT:** Public Works

**TITLE:** A special ordinance authorizing the City Manager, or designee, to enter into a Joint Funding Agreement for Water Resource Investigations with the United States Department of the Interior in the amount of $71,350 for the purpose of operating and maintaining six streamgages.

**PURPOSE:** Authorizing the City Manager, or designee, to enter into a Joint Funding Agreement with the United States Department of the Interior for the purpose of operating and maintaining six streamgages.

**BACKGROUND INFORMATION:** Streamgages are an important tool for public entities when it comes to water resources. The United States Geological Survey ("USGS") operates and maintains over 12,000 gages across the country of which 274 are in Missouri. Streamgages provide real-time, continuous data of gage height (water-surface elevation) and stream flow, which is used when designing highways and bridges, mapping floodplains, issuing flood warnings during major storm events, water-quality monitoring studies, watershed planning purposes, and education and research. The City of Springfield has shared in the cost of three streamgages since 1998. These streamgages are located on Wilsons Creek at Scenic Avenue, Wilsons Creek at Farm Road 156, and South Creek at Highway FF. A fourth streamgage was added in 2004 on Pearson Creek at Farm Road 148. Two additional gages, (Wilsons Creek near Brookline and James River near Boaz) were added in 2025. Data from these streamgages is also used by the National Weather Service to create river forecasts during times of flooding.

The Joint Funding Agreement ("Exhibit A") is for October 1, 2026, to September 30, 2027, to continue the operation and maintenance of these six streamgages. The total cost for maintaining these six streamgages ("Exhibit B") is $101,400, with $71,350 funded by the City of Springfield, $21,600 funded by USGS, and the remaining $8,450 provided by the Missouri Department of Transportation (specifically for the Pearson Creek gage). Funds budgeted annually for the Public Works Stormwater Services Division and Environmental Services will be used for the City's portion of the cost and no budget adjustment is needed.

Supports the following City Council Priorities:

- Operational Excellence

**REMARKS**: Public Works recommends approval of this Council bill.

**Submitted By:** Brett Foster, Assistant Director of Public Works

**Authorized for inclusion on the agenda pursuant to City Code section 2-33:**
Anita Cotter, City Clerk 09/02/2026

**Attachments:**
1. USGS Streamgages_ord
2. USGS Stream Gages_Exh A_Agree
3. USGS Stream Gages_Exh B_Streamgages_List

One-rdg. _____
P. Hrngs. _____
Pgs. _____
Filed: 08-18-26

Sponsored by: Hardinger

First Reading: _____ Second Reading: _____

COUNCIL BILL 2026-188 SPECIAL ORDINANCE _____

AN ORDINANCE

AUTHORIZING the City Manager, or designee, to enter into a Joint Funding Agreement for Water Resource Investigations with the United States Department of the Interior in the amount of $71,350 for the purpose of operating and maintaining six streamgages.

_____

WHEREAS, the U.S. Geological Survey ("USGS"), which is part of the Department of the Interior, maintains over 12,000 streamgages across the country, with 274 being located in the state of Missouri; and

WHEREAS, these gauges provide real-time, continuous data of water-surface elevation and stream flow; and

WHEREAS, this data is used when designing highways and bridges, mapping floodplains, issuing flood warnings due to major storm events, water-quality monitoring studies, watershed planning purposes, and for education and research; and

WHEREAS, the City has shared in the costs of three streamgages since 1998, with a fourth streamgage added in 2004, and a fifth and sixth streamgage added in 2025; and

WHEREAS, the proposed Joint Funding Agreement would authorize the City and USGS to share in the cost of six streamgages located on Wilson's Creek at Scenic Avenue, Wilson's Creek at Farm Road 156, South Creek at Highway FF, Pearson Creek at Farm Road 148, Wilson's Creek near Brookline, and James River near Boaz for a one-year period from October 1, 2026, to September 30, 2027; and

WHEREAS, the total annual cost to operate and maintain these six streamgages is $101,400, with $71,350 funded by the City of Springfield and already budgeted as part of the Fiscal Year 2026-2027 General Fund Budget for the Department of Public Works and Department of Environmental Services.

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 Joint Funding Agreement for Water Resource Investigations with the U.S. Department of the Interior in the amount of $71,350 for the purpose of operating and maintaining six streamgages, with said Agreement to be in substantially similar form as that document attached hereto and incorporated herein by reference as "Exhibit A."

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: _____, Assistant City Attorney

Approved for Council action: _____, City Manager

# United States Department of the Interior

U.S. GEOLOGICAL SURVEY
CENTRAL MIDWEST WATER SCIENCE CENTER

MISSOURI
1028 S. Bishop Ave., PMB 206
Rolla, MO 65401

ILLINOIS
405 N. Goodwin Ave.
Urbana, IL 61801

IOWA
400 S. Clinton St. Rm 269
Iowa City, IA 52240


July 20, 2026

Chris Dunnaway
Principal Engineer
City of Springfield - Public Works
P.O. Box 8368
Springfield, MO 65802

Dear Chris Dunnaway:

Enclosed is our standard joint-funding agreement **27NEJFA212** between the U.S. Geological Survey Central Midwest Water Science Center and **City of Springfield - Public Works** for operation and maintenance of six (6) streamgages; Pearson Creek near Springfield, MO, Wilson Creek at Springfield, MO, Wilson Creek near Springfield, MO, South Creek near Springfield, MO, Wilson Creek near Brookline, MO, James River near Boaz, MO, during the period **October 1, 2026** through **September 30, 2027** in the amount of **$71,350.00** from your agency. U.S. Geological Survey contributions for this agreement are $21,600.00 for a combined total of $92,950.00. Please sign and return one fully-executed original to Megan Miller at memiller@usgs.gov.

Federal law requires that we have a signed agreement before we start or continue work. Please return the signed agreement by **October 1, 2026**. If, for any reason, the agreement cannot be signed and returned by the date shown above, please contact Jon Lageman at (815) 901-5530 or email jlageman@usgs.gov to make alternative arrangements.

This is a fixed cost agreement to be billed **quarterly** via Down Payment Request (automated Form DI-1040). Please allow 30-days from the end of the billing period for issuance of the bill. If you experience any problems with your invoice(s), please contact Megan Miller at phone number (319) 358-3655 or memiller@usgs.gov.

The results of all work performed under this agreement will be available for publication by the U.S. Geological Survey. We look forward to continuing this and future cooperative efforts in these mutually beneficial water resources studies.

Sincerely,

WADE KRESS

Digitally signed by WADE KRESS
Date: 2026.07.20 12:15:13 -05'00'

Wade Kress
Acting Director, Central Midwest WSC

Enclosure
27NEJFA212

**Form 9-1366**
**(May 2018)**

**U.S. Department of the Interior**
**U.S. Geological Survey**
**Joint Funding Agreement**
**FOR**
**Water Resource Investigations**

**Customer #: 6000001460**
**Agreement #: 27NEJFA212**
**Project #: NE009KT**
**TIN #: 44-0553154**

**Fixed Cost Agreement YES[ X ] NO[ ]**

THIS AGREEMENT is entered into as of October 1, 2026, by the U.S. GEOLOGICAL SURVEY, Central Midwest Water Science Center, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the City of Springfield - Public Works party of the second part.

1. The parties hereto agree that subject to the availability of appropriations and in accordance with their respective authorities there shall be maintained in cooperation for **operation and maintenance of six (6) streamgages; Pearson Creek near Springfield, MO, Wilson Creek at Springfield, MO, Wilson Creek near Springfield, MO, South Creek near Springfield, MO, Wilson Creek near Brookline, MO, James River near Boaz, MO,** herein called the program. The USGS legal authority is 43 USC 36C; 43 USC 50, and 43 USC 50b.

2. The following amounts shall be contributed to cover all of the cost of the necessary field and analytical work directly related to this program. 2(b) include In-Kind-Services in the amount of $0.00

(a) $21,600 by the party of the first part during the period October 1, 2026 to September 30, 2027

(b) $71,350 by the party of the second part during the period October 1, 2026 to September 30, 2027

(c) Contributions are provided by the party of the first part through other USGS regional or national programs, in the amount of: $0

Description of the USGS regional/national program:

(d) Additional or reduced amounts by each party during the above period or succeeding periods as may be determined by mutual agreement and set forth in an exchange of letters between the parties.

(e) The performance period may be changed by mutual agreement and set forth in an exchange of letters between the parties.

3. The costs of this program may be paid by either party in conformity with the laws and regulations respectively governing each party.

4. The field and analytical work pertaining to this program shall be under the direction of or subject to periodic review by an authorized representative of the party of the first part.

5. The areas to be included in the program shall be determined by mutual agreement between the parties hereto or their authorized representatives. The methods employed in the field and office shall be those adopted by the party of the first part to insure the required standards of accuracy subject to modification by mutual agreement.

6. During the course of this program, all field and analytical work of either party pertaining to this program shall be open to the inspection of the other party, and if the work is not being carried on in a mutually satisfactory manner, either party may terminate this agreement upon 60 days written notice to the other party.

7. The original records resulting from this program will be deposited in the office of origin of those records. Upon request, copies of the original records will be provided to the office of the other party.

8. The maps, records or reports resulting from this program shall be made available to the public as promptly as possible. The maps, records or reports normally will be published by the party of the first part. However, the party of the second part reserves the right to publish the results of this program, and if already published by the party of the first part shall, upon request, be furnished by the party of the first part, at cost, impressions suitable for purposes of reproduction similar to that for which the original copy was prepared. The maps, records or reports published by either party shall contain a statement of the cooperative relations between the parties. The Parties acknowledge that scientific information and data developed as a result of the Scope of Work (SOW) are subject to applicable USGS review, approval, and release requirements, which are available on the USGS Fundamental Science Practices website (https://www.usgs.gov/office-of-science-quality-and-integrity/fundamental-science-practices).

**Form 9-1366**
**(May 2018)**

**U.S. Department of the Interior**
**U.S. Geological Survey**
**Joint Funding Agreement**
**FOR**
**Water Resource Investigations**

**Customer #: 6000001460**
**Agreement #: 27NEJFA212**
**Project #: NE009KT**
**TIN #: 44-0553154**

9. Billing for this agreement will be rendered **quarterly**. Invoices not paid within 60 days from the billing date will bear Interest, Penalties, and Administrative cost at the annual rate pursuant the Debt Collection Act of 1982, (codified at 31 U.S.C. § 3717) established by the U.S. Treasury.

**USGS Technical Point of Contact**

Name: Jon Lageman
Acting Associate Director for Networks
Address: 1425 W. Lincoln Hwy
DE Kalb, IL 60115
Telephone: (815) 901-5530
Fax: (217) 328-9770
Email: jlageman@usgs.gov

**Customer Technical Point of Contact**

Name: Chris Dunnaway
Principal Engineer
Address: P.O. Box 8368
Springfield, MO 65802
Telephone: (417) 864-1876
Fax: (417) 864-1907
Email: cdunnaway@springfieldmo.gov

**USGS Billing Point of Contact**

Name: Megan Miller
Budget Analyst
Address: 400 S Clinton St Rm 269
Iowa City, IA 52240
Telephone: (319) 358-3655
Fax: (217) 328-9770
Email: memiller@usgs.gov

**Customer Billing Point of Contact**

Name: Chris Dunnaway
Principal Engineer
Address: P.O. Box 8368
Springfield, MO 65802
Telephone: (417) 864-1876
Fax: (417) 864-1907
Email: cdunnaway@springfieldmo.gov

**U.S. Geological Survey**
**United States**
**Department of Interior**

**Signature**

**By** WADE KRESS Digitally signed by WADE KRESS Date: 2026.07.20 12:15:40 -05'00' **Date:** 7/20/26

**Name:** Wade Kress

**Title: Acting Director, Central Midwest WSC**

**City of Springfield - Public Works**

**Signatures**

**By**_____ **Date:** _____
**Name:**
**Title:**

**By**_____ **Date:** _____
**Name:**
**Title:**

**By**_____ **Date:** _____
**Name:**
**Title:**

# City of Springfield - Public Works

Attachment for 27NEJFA212
2026-10-01 to 2027-09-30

## SURFACE WATER

| SITE NUMBER | DESCRIPTION | CODE | NO. UNITS | DIFF FACTOR | USGS FUNDS | CUST. CASH | OTHER FUNDS | TOTAL COST |
|---|---|---|---|---|---|---|---|---|
| 07050690 | Pearson Creek near Springfield, MO<br>Full Range Streamflow Station | QCONT | 0.5 | 1 | | $8,450 | | |
| | | | | **SW Total:** | | | | **$8,450** |
| 07052000 | Wilson Creek at Springfield, MO<br>Full Range Streamflow Station | QCONT | 1 | 1 | $7,200 | $9,700 | | |
| | | | | **SW Total:** | | | | **$16,900** |
| 07052100 | Wilson Creek near Springfield, MO<br>Full Range Streamflow Station | QCONT | 1 | 1 | $7,200 | $9,700 | | |
| | | | | **SW Total:** | | | | **$16,900** |
| 07052120 | South Creek near Springfield, MO<br>Full Range Streamflow Station | QCONT | 1 | 1 | $7,200 | $9,700 | | |
| | | | | **SW Total:** | | | | **$16,900** |
| 07052152 | Wilson Creek near Brookline, MO<br>Full Range Streamflow Station | QCONT | 1 | 1 | | $16,900 | | |
| | | | | **SW Total:** | | | | **$16,900** |
| 07052250 | James River near Boaz, MO<br>Full Range Streamflow Station | QCONT | 1 | 1 | | $16,900 | | |
| | | | | **SW Total:** | | | | **$16,900** |
| | | | | **SW Grand Total:** | **$21,600** | **$71,350** | | **$92,950** |

**SUMMARY FOR**

| TYPE | USGS FUNDS | CUST. CASH | OTHER FUNDS | TOTAL COST |
|---|---|---|---|---|
| **SURFACE WATER (SW)** | **$21,600** | **$71,350** | | **$92,950** |
| **GRAND TOTAL** | **$21,600** | **$71,350** | | **$92,950** |

# Exhibit B

**City of Springfield - U.S. Geological Survey**

**Cooperative Streamgaging Program**

**October 1, 2026 - September 30, 2027**

| Station Number | Station Name | Cost | | | |
|---|---|---|---|---|---|
| | | Springfield | USGS | MoDOT | Total |
| 07050690 | Pearson Creek near Springfield, MO | $8,450 | $0 | $8,450 | $16,900 |
| 07052000 | Wilson Creek at Springfield, MO | $9,700 | $7,200 | $0 | $16,900 |
| 07052100 | Wilson Creek near Springfield | $9,700 | $7,200 | $0 | $16,900 |
| 07052120 | South Creek near Springfield | $9,700 | $7,200 | $0 | $16,900 |
| 07052152 | Wilson Creek near Springfield | $16,900 | $0 | $0 | $16,900 |
| 07052250 | South Creek near Springfield | $16,900 | $0 | $0 | $16,900 |
| | Total | $71,350 | $21,600 | $8,450 | $101,400 |

CITY OF Springfield

## EXPLANATION TO COUNCIL BILL 2026-189 (HOSMER)

**FILED:** 08/31/2026

**ORIGINATING DEPARTMENT:** Environmental Services

**TITLE:** A special ordinance authorizing the City of Springfield, Missouri, to enter into a Contract of Obligation with the Missouri Department of Natural Resources whereby the City agrees to financially secure the future closure and post-closure care of all currently active and previously completed portions of the City's Noble Hill Sanitary Landfill.

**PURPOSE:** To authorize the City Manager, or designee, on behalf of the City, to enter into an amended Contract of Obligation ("Exhibit A"), with the Missouri Department of Natural Resources ("MoDNR"), whereby the City agrees to financially secure the future closure and post-closure care of all currently active and previously completed portions of the City's Sanitary Landfill.

**BACKGROUND INFORMATION:** In accordance with applicable state and federal solid waste regulations, the City is required to submit and maintain a Financial Assurance Instrument ("FAI") acceptable to the MoDNR, to secure the future closure and post-closure care of all currently active and previously closed solid waste disposal areas within the City's permitted Sanitary Landfill. The FAI must also be amended periodically to account for the effects of inflation and any changes to operational costs previously calculated and approved engineering cost estimates. State regulations also permit a city or county to submit and amend a Contract of Obligation to satisfy this requirement.

On June 9, 2025, City Council adopted Special Ordinance No. 28156 authorizing the City Manager to enter into an amended Contract of Obligation in the amount of $18,023,565 to secure the future closure and post-closure care of all currently approved disposal areas of the Sanitary Landfill. The City's Contract of Obligation is secured by a pledge of future city sales tax reserves, if necessary, for this purpose.

For the current year, the Solid Waste Management Division ("SWMD") proposes to amend the Existing FAI Contract of Obligation by increasing $545,057 to $18,568,622.

**REMARKS**: As presented in the attached letter report ("Exhibit B") from SCS ENGINEERS dated March 30, 2026, the net effect of this proposed amendment will be to increase the City's current liability for landfill closure and post-closure care by $545,057 to $18,568,622. These cost estimates have been reviewed and accepted by the staff of the Solid Waste Management Division and the Finance Department.

**Submitted By:** Erick Roberts, Assistant Director of Environmental Services

**Authorized for inclusion on the agenda pursuant to City Code section 2-33:**

Anita Cotter, City Clerk 09/02/2026

**Attachments:**
1. Landfill FAI 2026_ord
2. 2025 Landfill Financial Assurance Instrument_ExhA_Contract of Obligation
3. 2025 Landfill Financial Assurance Instrument_ExhB_Cost Worksheet

One-rdg. _____
P. Hrngs. _____
Pgs. _____
Filed: 08-18-26

Sponsored by: Hosmer

First Reading: _____ Second Reading: _____

COUNCIL BILL 2026-189 SPECIAL ORDINANCE _____

AN ORDINANCE

AUTHORIZING the City of Springfield, Missouri, to enter into a Contract of Obligation with the Missouri Department of Natural Resources whereby the City agrees to financially secure the future closure and post-closure care of all currently active and previously completed portions of the City's Noble Hill Sanitary Landfill.

WHEREAS, the City of Springfield, Missouri, (the "City") has both closed and active sanitary landfills that are subject to environmental closure and post-closure requirements by Missouri state statutes; and

WHEREAS, pursuant to Missouri state statutes the City must provide a financial assurance instrument, or Contract of Obligation, to the Missouri Department of Natural Resources ("MDNR") that affirms and accepts the financial obligations of closure and post-closure; and

WHEREAS, each year, the Contract of Obligation is revised to reflect the changing cost of the environmental closure and post-closure obligations; and

WHEREAS, the current cost estimate is $18,568,622, an increase of $545,057.

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 Contract of Obligation with the Missouri Department of Natural Resources ("MDNR"), said agreement to be substantially in form and content as "Exhibit A," which is attached hereto and incorporated herein by this reference.

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: _____, Assistant City Attorney

Approved for Council action: _____, City Manager

Exhibit A

# CONTRACT OF OBLIGATION

THIS AGREEMENT is made and entered into by and between the City of Springfield, Missouri, hereinafter referred to as City, and the Department of Natural Resources, hereinafter referred to as MoDNR.

WHEREAS, the City has submitted a permit application for the construction, operation and maintenance of a solid waste disposal area to MoDNR pursuant to the requirements of sections 260.200 to 260.345, RSMo, the Missouri Solid Waste Management Law (Law) and the rules promulgated thereunder; and

WHEREAS, pursuant to the Missouri Solid Waste Management Rules, 10 CSR 80-2.030(4)(D) 7., a municipality or county may execute a "Contract of Obligation" (CO) to satisfy the requirements for a Financial Assurance Instrument (FAI) in applying for a permit to operate a solid waste disposal area.

NOW THEREFORE, in consideration of the issuance of Permit No. 107704 by MoDNR to the City for the operation of a solid waste disposal area and in consideration of the mutual covenants contained herein, MoDNR and the City hereby agree as follows:

1. The City is hereby bound unto MoDNR in the sum of $18,568,622 and hereby authorizes the Director of MoDNR, or designee, to collect said sum from any funds being disbursed or to be disbursed by the state of Missouri to the City, upon failure of the City to close and/or provide post-closure care for the solid waste disposal area in accordance with the requirements of the Law, the regulations duly promulgated thereunder and the approved closure and or post-closure plans.

2. Should MoDNR find that the City has failed to properly close and/or provide post closure care for the solid waste disposal area, MoDNR shall notify the City of such finding and pursuant to 260.235, RSMo, shall afford the opportunity for administrative and judicial review of such findings.

3. The City hereby authorizes the Director of the Department of Revenue and the State Treasurer to withhold from any funds being disbursed or to be disbursed by the state of Missouri to the City, the sum of $18,568,622 upon receiving notice from the Director of MoDNR of the City's failure to properly close and/or provide post closure care for the solid waste disposal area.

4. This contract shall terminate upon written notice from MoDNR that the City is released from the requirements for a Financial Assurance Instrument for closure and/or post-closure care, as required by the Law and the rules promulgated thereunder.

5. If the City desires to terminate this contract prior to completing proper closure and/or post-closure for the solid waste disposal area it must:

(a) Send a notice of termination in writing, addressed and delivered to the MoDNR, 120 days before the termination will occur; and

(b) Post with the MoDNR an acceptable alternative Financial Assurance Instrument, as provided for by the Law or by any rules adopted pursuant to the Law within 90 days after the notice of termination is received by the department; and

(c) Receive a written acknowledgment from MoDNR of receipt by MoDNR of an acceptable alternative Financial Assurance Instrument. If the City does not provide an acceptable alternative Financial Assurance Instrument within the time limit specified above, this contract shall remain in effect until terminated as specified in 4 of this contract.

6. The City has by ordinance, attached hereto as Attachment A, and which by this reference is incorporated herein, and expressly made a part of this agreement authorized the signatory hereof to execute this contract of obligation and bind the City to the terms thereof.

7. The effective date of this contract is the date this contract is signed by the Director of the Missouri Department of Natural Resources.

IN WITNESS WHEREOF the parties hereto have set their hands and seals.

| CITY OF SPRINGFIELD, MISSOURI | MISSOURI DEPARTMENT OF NATURAL RESOURCES |
|---|---|
| BY: _____ | BY:_____ |
| City Manager or his/her designee | Director |
| DATE: _____ | DATE:_____ |

**CERTIFICATE OF DIRECTOR OF FINANCE**

I certify that the expenditure contemplated by this document is within the purpose of the appropriation to which it is to be charged and that there is an unencumbered balance of appropriated and available funds to pay therefor.

_____
Director of Finance or Acting Director

**APPROVED AS TO FORM**

_____
City Attorney or Assistant City Attorney

March 30, 2026
File No. 27221318.75

Mr. Dave Drilling, P.E.
Engineering Section Chief
Waste Management Program
1730 East Elm Street
P.O. Box 176
Jefferson City, MO 65102

**EXHIBIT B**

Subject: City of Springfield Noble Hill Sanitary Landfill
Revised 2025 Closure and Post-Closure Cost Estimate Update

Dear Mr. Drilling:

On behalf of the City of Springfield, SCS Engineers has revised the previously submitted City's closure and post-closure financial assurance instrument (FAI) documents. Please find attached a letter that summarizes the changes in costs since last year along with the referenced documents.

Please contact Bret Clements at 913-749-0711 or at bclements@scsengineers.com if you have questions or comments.

Sincerely,

Marilyn Jones
Project Manager
SCS Engineers

Bret H Clements
Bret Clements, P.E.
Vice President
SCS Engineers

AMP/MBJ/BHC

cc: Erick Roberts, City of Springfield
Dan Jessen, City of Springfield

March 30, 2026
File No. 27221318.75

Mr. Dan Jessen
City of Springfield
Department of Environmental Services
Solid Waste Division
290 East Central Street
Springfield, Missouri 65802

Subject: City of Springfield Noble Hill Sanitary Landfill
Revised2025 Closure and Post-Closure Cost Estimate Update

Dear Mr. Jessen:

This letter provides the revised closure and post-closure cost estimates updated for use in funding the City's financial assurance instrument (FAI) for Noble Hill Sanitary Landfill as required by Missouri Solid Waste Regulations. Included are the updated Closure and Post-Closure Cost Worksheets for the landfill and the revised costs supporting documents.

To adjust for inflation, the most recently published Implicit Price Deflator (IPD) for the Gross Domestic Product as determined by the U.S. Department of Commerce was used as required by Missouri Solid Waste Regulations. The most recently published IPD is for the **2nd Quarter of 2025 (IPD = 128.248)**. The 2nd Quarter 2004 IPD was used as the base (IPD = 78.824). A copy of the IPD table is included as an attachment to this letter. The revised cost estimates are as follows.

## Revisions to the Landfill Affecting the FAI Since Last Year

Leachate Treatment Cost: Increased from $0.00549/gal to $0.00589/gal.
Copies of the wastewater treatment costs memorandums that document updated rates are included as an attachment to this letter.

Clay Volume: Decreased from 1,575,209 CY to 1,429,931 CY.
The facility utilized approximately 145,278 cubic yards of clay for landfill operations and screening activities. This reduced the overall quantity of clay available in the borrow area.

IPD Factor: Increased from 124.916 (2Q 2024) to 128.248 (2Q 2025).

## CLOSURE AND POST-CLOSURE COST ESTIMATE UPDATE SUMMARY

To update the 2004 costs to current dollars, the percent change multiplier was calculated by dividing the 2nd quarter 2025 IPD by the 2nd quarter 2004 IPD. The calculations are provided in the table below.

| Description | Total Cost (2004 Dollars) | Implicit Price Deflator | | | FAI Obligation (2025 Dollars) |
|---|---|---|---|---|---|
| | | 2004 (Q2) | 2025 (Q2) | % Change Multiplier | |
| Closure | $7,337,112.44 | 78.824 | 128.248 | 1.627 | $11,937,481.93 |
| Post-Closure | $4,075,685.23 | 78.824 | 128.248 | 1.627 | $6,631,139.87 |
| Total | $11,412,797.66 | | | | **$18,568,621.80** |

Total Cost (2004 Dollars) referenced from the attached Missouri Department of Natural Resources (MDNR) worksheets. IPDs referenced from the Bureau of Economic Analysis Table 1.1.9 Implicit Price Deflators for Gross Domestic Product Last Revised on March 13, 2026.

Based on the updated costs, the City's FAI should be adjusted to reflect the revised closure and post-closure cost estimate total. The 2024 FAI approved cost estimate was $18,023,565.21; based on the adjustments, the new FAI total increased to $18,568,621.80.

SCS Engineers appreciates the opportunity to continue providing solid waste engineering services to the City of Springfield. Should you have questions or would like more information, please do not hesitate to call Bret Clements at (913) 749-0711.

Sincerely,

Marilyn Jones
Project Manager
SCS Engineers

Bret Clements, P.E.
Vice President
SCS Engineers

cc: Erick Roberts, City of Springfield

Attachments: Closure and Post-Closure Cost Estimate Worksheets
Implicit Price Deflator Table
Waste Water Treatment Costs Memorandums
Drawing 1 – Proposed Active GCCS Components Necessary to Close Landfill

Closure and Post-Closure Cost Estimate Worksheets

MISSOURI DEPARTMENT OF NATURAL RESOURCES
SOLID WASTE MANAGEMENT PROGRAM

# CLOSURE AND POST-CLOSURE COST WORKSHEET

**THIS WORKSHEET IS ONLY REQUIRED FOR THOSE FACILITIES THAT ACCEPT WASTE AFTER JAN. 1, 2004. OTHERS MAY USE THE WORKSHEET IF THEY CHOOSE.**

| DATE | NAME OF FACILITY | PERMIT NUMBER |
|---|---|---|
| MARCH 23, 2026 | CITY OF SPRINGFIELD NOBLE HILL SANITARY LANDFILL | 107704 |

| TOTAL PERMITTED ACREAGE (INCLUDING UNDEVELOPED AREAS) | | TOTAL ACREAGE WITH WASTE IN PLACE (INCLUDING OFFICIALLY CLOSED AREAS) | | TOTAL ACREAGE WITH OFFICIAL CLOSURE APPROVAL | |
|---|---|---|---|---|---|
| SUBTITLE D | NON-SUBTITLE D | SUBTITLE D | NON-SUBTITLE D | SUBTITLE D | NON-SUBTITLE D |
| 93.08 | 119.87 | 32.87 | 119.87 | 0 | 12.16 |

1. How many acres is this financial assurance instrument intended for?

   140.58 acres for closure  152.74 acres for post-closure

2. Description of area (cell number, etc.)

   NOBLE HILL, CELL 1, NORTH RAVINE, COMPOUND CELL, SOUTH RAVINE PHASE 1 & 2, CELL 2 PHASE 1 & 2

3. What is the approved final cover system design?

   ☒ Subtitle D: one foot of compacted clay overlain with a geomembrane, a drainage layer and two feet of vegetative soil.
   ☒ Standard soil cover: two feet of compacted clay overlain with one foot of vegetative soil.
   (If your facility has both subtitle D and non-subtitle D areas, separate worksheets are advisable for these areas to avoid confusion.)

4. Has an easement been granted to the Missouri Department of Natural Resources for access to and use of the borrow material for cap construction?

   ☒ Yes ☐ No

5. What is the average round-trip distance from the landfill (or phase) to the borrow area? Round trip distance should be to the nearest ½ mile if less than five miles. If more than five miles, round trip distance should be to the nearest mile. If the department does not have an easement to the borrow area, the round trip haul distance is assumed to be 10 miles.

   2 miles

6. What is the approximate volume of soil remaining in the borrow area?

   1429931 Clay (cubic yards)

   733000 Vegetative soil (cubic yards)

7. What is the approved gas control system design?

   ☒ Active extraction system ☐ Passive venting system ☐ No gas control system

   If you have an active extraction system, check the appropriate box.
   ☐ a. Required to control gas migration
   ☒ b. Required under NSPS
   ☐ c. Required by other agency (city, county, etc.)
   ☐ d. Specified only by design engineer

   If you check box “d”, is any part of the active gas system constructed at this time?
   ☒ Yes ☐ No If yes, provide a general description of the portion(s) of the system installed.

Note: Owners of Subtitle D facilities must provide a closure financial assurance instrument for either an active extraction system or a passive venting system. You must provide a closure FAI for an active system only when you are: 1) Required to install the system by the department to control off-site gas migration, or 2) Required to install the system under the Federal New Source Performance Standards, or NSPS, or 3) Required to install the system by another regulatory agency (city, county, etc.).
If you own a Subtitle D facility and meet any of the conditions, complete Form A. If you own a Subtitle D facility and do not meet any of these conditions, you are only required to provide a closure FAI for a passive venting system. Complete Form B if you own a non-Subtitle D facility (with a soil cap), you are not required to provide a closure FAI for a gas control system at all unless you also meet at least one of the above conditions. If you have installed any portion of an active gas control system, you must provide post-closure maintenance funds for the portion of the system constructed. Do this by checking the appropriate box on the post-closure cost worksheet and adding that amount to the total.

8. How many ground water monitoring wells do you have?
16 wells

9. List the primary and secondary wastewater treatment plants used for leachate disposal, and the cost of disposal.
(Primary plant) $ 0.00589 per gallon (Secondary Plant) $ N/A per gallon.
■ Check if the facility discharges directly to a wastewater treatment plant.

10. What is the estimated post-closure leachate generation rate and how was it derived?
59 (gal/acre/day) ■ HELP model ■ Other (please explain.)

AS SUBMITTED IN THE CONSTRUCTION PERMIT APPLICATION, REVISION DATE NOVEMBER 2018, APPENDIX 26, TABLE 9 SUMMARIZES THE RESULTS OF THE AVERAGE ANNUAL LEACHATE VOLUME FOR CLOSED CONDITIONS FOR NOBLE HILL/CELL 1, CELL 1, NORTH RAVINE, COMPOUND CELL, SOUTH RAVINE PHASE 1 & 2, AND CELL 2 PHASE 1 & 2. THE HELP MODEL WAS USED TO MODEL LEACHATE GENERATION USING THE FOLLOWING PARAMETERS:
1. AREAS RECEIVED ADDITIONAL WASTE AS PART OF VERTICAL EXPANSION OF PERMIT 107704;
2. EACH AREA RECEIVED APPLICABLE FINAL COVER SYSTEM AS INCLUDED IN PERMIT 107704.

THE SUMMATION OF THE AVERAGE ANNUAL LEACHATE VOLUMES LISTED IN TABLE 9 - VERTICAL EXPANSION HELP MODEL RESULTS AND INPUT PARAMETERS FOR CLOSED CONDITIONS IS 437,920 FT3/YR. THE AREAS LISTED ABOVE HAVE A TOTAL FOOTPRINT OF 152.74 ACRES. THEREFORE, THIS WORKS OUT TO BE 2,867 FT3/ACRE/YR = 21,439 GAL/ACRE/YR = ~59 GAL/ACRE/DAY. (3,275,870 GAL./YR.))

**OFFICIALLY CLOSED AREAS**

11. If any areas of the landfill have been officially closed, list the following information.

| | | | | |
|---|---|---|---|---|
| Area NOBLE HILL | consisting of 12.16 | acres received official closure 4/18/06 | , 19 | years post-closure. |
| Area | consisting of | acres received official closure | , | years post-closure. |
| Area | consisting of | acres received official closure | , | years post-closure. |
| Area | consisting of | acres received official closure | , | years post-closure. |
| Area | consisting of | acres received official closure | , | years post-closure. |

## CLOSURE COSTS

**Final Cover System**

| | | | | |
|---|---|---|---|---|
| Subtitle D (Composite cover) | 32.87 | acres x $ 78200 (From Table One) | per acre = | $ 2,570,491.35 |
| Non – Subtitle D (soil cover) | 107.71 | acres x $ 43590 (From Table One) | per acre = | $ 4,694,980.35 |

**Gas Control System**

| | | |
|---|---|---|
| Active extraction system (Complete Form A and write the amount in the right column.) | $ | 47,553.74 |
| Passive gas venting system (Complete Form B and write the amount in the right column.) | $ | 0.00 |

Note: Owners are not required to provide an FAI for an **active** gas system unless required to install the system for one of the reasons listed under section 7 of this worksheet. However, owners of Subtitle D landfills are required to provide an FAI for a **passive** gas system if they do not provide one for an active system.

**Other Critical Design Features** STORM WATER STRUCTURES FOR CLOSED PHASE OF NOBLE HILL

| | | |
|---|---|---|
| Include total cost for construction of other critical design features. Attach separate sheet(s) for cost calculations. | $ | 24,087.00 |
| **Total Closure Cost (sum of all lines) (2004 Dollars)** | **$** | 7,337,112.44 |

*** Inflation Update**

Adjust amount from 2004 dollars to present value.

128.248/78.824 = 1.627

Total closure cost 2004 dollars $ 7,337,112.44 x current Implicit Price Deflator * /*Please contact the Solid Waste Management Program, 573-526-5401, for the current IPD

$ 11,937,481.93

## POST-CLOSURE COSTS

**Inseparable Annual Costs**

| | | | | |
|---|---|---|---|---|
| Annual landfill inspection and reporting | | | $ | 1,000 |
| Gas monitoring and reporting | | | $ | 4,450 |
| Annual groundwater sampling and analysis cost. | 16 | wells x 2,000 = | $ | 32,000.00 |
| Annual groundwater monitoring system maintenance and statistics cost. | | | $ | 13,700 |
| ■ Leachate system maintenance (Check if applicable and write this amount in the space provided.) | $3,100 | | $ | 3,100.00 |
| ■ Leachate testing (Check if applicable and write this amount in the space provided.) | $2,250 | | $ | 2,250.00 |
| ■ Active gas extraction system maintenance and utilities (Check if applicable and write this amount in the space provided.) | $17,600 | | $ | 17,600.00 |
| ☐ Passive gas system maintenance (Check if applicable and write this amount in the space provided.) | $1,600 | | $ | 0.00 |

**Separable Annual Costs**

| | | | | |
|---|---|---|---|---|
| Cap repair and maintenance | 152.74 | acres x $278 (From Table One) | = $ | 42,461.30 |
| | 3,275,870 GAL/YR X $0.00589/GAL | | | |
| ■ Leachate treatment (check if applicable) | acres x | x (Cost per gallon) (Gal/Acre/Year) | = $ | 19,294.87 |
| ☐ Leachate hauling (check if applicable) | acres x | x $0.05 (Gal/Acre/Year) | = $ | 0.00 |

**Annual Costs for Other Critical Design Features**

Include total annual cost for maintenance of other critical design features. Attach separate sheet(s) for cost calculations. $ 0.00

**Total Annual Post- Closure Cost (2004 Dollars)** $135,856.17

**Adjust for Inflation**

Adjust Amount for 2004 dollars to present value

$135,856.17

Annual closure cost 2004 Dollars $ x current Implicit Price Deflator*/* Please contact the Solid Waste Management Program, 573-526-5401, for the current IPD = $ 128.248 ÷ 78.824 = 1.627

Sum of all annual post – closure costs $221,038.00

(Reduction. On the sixth anniversary of receiving official closure, a facility can reduce the post-closure FAI by one year's worth of fund.)

**Total Post-Closure Cost**

Annual post-closure costs x 30 years $6,631,139.87

MISSOURI DEPARTMENT OF NATURAL RESOURCES
SOLID WASTE MANAGEMENT PROGRAM

# FORM A – ACTIVE GAS SYSTEM WORKSHEET

Complete this form only if you checked boxes 7a, 7b or 7c of the Closure Post-Closure Cost Worksheet.

## GAS EXTRACTION SYSTEM INSTALLATION

1. DRILLING, CASING, SCREEN

5 # wells x 50.0 (AVG. DEPTH) ft x $79 / ft = $ 19,750.00

2. VALVES, FITTINGS AND SEALS

5 # wells x $721 each = $ 3,605.00

3. CONDENSATE HEADER

0.0 total linear feet of condensate header pipe x $5.40 / ft = $ 0.00

4. GAS HEADER

900.0 total linear feet of gas header pipe x $21 / ft = $ 18,900.00

5. CONDENSATE KNOCKOUT

0 # condensate knockouts x $3,760 = $ 0.00

6. BLOWER AND FLARE SYSTEM

6a 0 # 2100 CFM candlestick blower/flare systems x $87,300 = $ 0.00

6b 0 # 3000 CFM candlestick blower/flare systems x $123,600 = $ 0.00

6c 0 # 1600 CFM enclosed blower/flare systems x $175,800 = $ 0.00

6d 0 # 2600 CFM enclosed blower/flare systems x 212,500 = $ 0.00

6e blower/flare installation cost $ 0.00

7. TOTAL EXTRACTION SYSTEM INSTALLATION COST

(sum lines 1 through 6e) $ 42,255.00

## PROFESSIONAL SERVICES

8. DESIGN ENGINEER

Total from line 7 x 6.0% = $ 2,535.30

9. FIELD SERVICES

Total from line 7 x 3.7% = $ 1,563.44

10. FINAL REPORT

$ 1,200.00

11. TOTAL PROFESSIONAL SERVICES

(sum lines 8, 9 and 10) $ 5,298.74

## TOTAL GAS EXTRACTION SYSTEM COST

(sum of lines 7 and 11) $ 47,553.74

Implicit Price Deflator Table

# Table 1.1.9. Implicit Price Deflators for Gross Domestic Product

**[Index numbers, 2017=100] Seasonally adjusted**

*Last Revised on: March 13, 2026 - Next Release Date April 9, 2026*

| Line | | 2004 Q1 | 2004 Q2 | 2004 Q3 | 2004 Q4 | 2005 Q1 | 2005 Q2 | 2005 Q3 | 2005 Q4 | 2006 Q1 | 2006 Q2 | 2006 Q3 | 2006 Q4 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 1 | **Gross domestic product** | **78.193** | **78.824** | **79.324** | **79.939** | **80.578** | **81.158** | **81.898** | **82.571** | **83.156** | **83.882** | **84.468** | **84.770** |
| 2 | **Personal consumption expenditures** | **79.056** | **79.587** | **79.979** | **80.662** | **81.131** | **81.644** | **82.526** | **83.184** | **83.617** | **84.352** | **84.959** | **84.818** |
| 3 | Goods | 93.604 | 94.127 | 94.196 | 95.289 | 95.117 | 95.464 | 97.050 | 97.151 | 97.075 | 97.821 | 98.391 | 96.700 |
| 4 | Durable goods | 127.196 | 127.072 | 126.092 | 126.262 | 125.994 | 125.818 | 124.911 | 124.621 | 124.097 | 123.521 | 122.972 | 122.191 |
| 5 | Nondurable goods | 80.042 | 80.797 | 81.259 | 82.694 | 82.556 | 83.100 | 85.661 | 85.912 | 86.007 | 87.267 | 88.277 | 86.239 |
| 6 | Services | 72.732 | 73.265 | 73.791 | 74.299 | 75.041 | 75.625 | 76.203 | 77.100 | 77.753 | 78.482 | 79.106 | 79.638 |
| 7 | **Gross private domestic investment** | **86.226** | **87.107** | **87.858** | **88.733** | **89.774** | **90.606** | **91.404** | **92.577** | **93.464** | **93.988** | **94.353** | **94.932** |
| 8 | Fixed investment | 85.358 | 86.265 | 86.995 | 87.860 | 88.790 | 89.655 | 90.673 | 91.707 | 92.572 | 93.152 | 93.645 | 94.359 |
| 9 | Nonresidential | 90.716 | 91.257 | 91.486 | 92.123 | 92.975 | 93.569 | 93.904 | 94.633 | 95.218 | 95.689 | 96.279 | 97.033 |
| 10 | Structures | 59.001 | 60.320 | 61.948 | 63.790 | 65.655 | 67.376 | 69.788 | 72.541 | 74.418 | 76.269 | 77.659 | 79.661 |
| 11 | Equipment | 108.032 | 108.428 | 107.834 | 108.028 | 108.532 | 108.418 | 107.460 | 106.974 | 106.735 | 106.454 | 106.803 | 107.035 |
| 12 | Intellectual property products | 95.788 | 95.647 | 95.533 | 95.494 | 95.750 | 96.175 | 96.271 | 96.721 | 97.185 | 97.321 | 97.387 | 97.579 |
| 13 | Residential | 70.987 | 72.407 | 73.873 | 75.032 | 76.004 | 77.236 | 79.277 | 80.759 | 82.074 | 82.841 | 83.143 | 83.739 |
| 14 | Change in private inventories | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| 15 | **Net exports of goods and services** | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| 16 | Exports | 84.647 | 85.578 | 86.024 | 86.966 | 87.950 | 88.518 | 89.044 | 89.582 | 90.120 | 91.344 | 92.443 | 92.452 |
| 17 | Goods | 90.246 | 91.383 | 91.729 | 92.631 | 93.655 | 94.246 | 94.556 | 95.166 | 95.677 | 97.009 | 98.289 | 98.288 |
| 18 | Services | 74.368 | 74.904 | 75.551 | 76.579 | 77.492 | 78.021 | 78.989 | 79.386 | 79.987 | 81.007 | 81.749 | 81.779 |
| 19 | Imports | 86.696 | 87.733 | 88.718 | 90.905 | 91.689 | 92.653 | 94.493 | 96.101 | 96.315 | 97.486 | 98.444 | 97.306 |
| 20 | Goods | 88.737 | 90.085 | 91.095 | 93.371 | 94.117 | 95.340 | 97.499 | 99.447 | 99.539 | 100.661 | 101.657 | 100.162 |
| 21 | Services | 78.428 | 78.103 | 78.988 | 80.801 | 81.771 | 81.572 | 81.981 | 82.068 | 82.846 | 84.252 | 85.043 | 85.481 |
| 22 | **Government consumption expenditures and gross investment** | **71.606** | **72.480** | **73.457** | **74.515** | **75.306** | **76.161** | **77.218** | **78.209** | **78.808** | **79.767** | **80.493** | **81.176** |
| 23 | Federal | 77.399 | 78.072 | 78.788 | 79.555 | 80.602 | 81.330 | 82.180 | 82.772 | 83.472 | 84.054 | 84.675 | 85.110 |
| 24 | National defense | 77.903 | 78.498 | 79.280 | 80.154 | 81.293 | 82.079 | 83.083 | 83.791 | 84.462 | 85.146 | 85.868 | 86.335 |
| 25 | Nondefense | 76.710 | 77.522 | 78.125 | 78.707 | 79.598 | 80.226 | 80.806 | 81.199 | 81.951 | 82.358 | 82.807 | 83.187 |
| 26 | State and local | 68.132 | 69.110 | 70.226 | 71.441 | 72.087 | 73.010 | 74.179 | 75.389 | 75.926 | 77.099 | 77.881 | 78.703 |
| | Addendum: | | | | | | | | | | | | |
| 27 | Gross national product | 78.214 | 78.845 | 79.346 | 79.962 | 80.600 | 81.181 | 81.922 | 82.596 | 83.181 | 83.907 | 84.493 | 84.795 |

| Line | | 2007 Q1 | 2007 Q2 | 2007 Q3 | 2007 Q4 | 2008 Q1 | 2008 Q2 | 2008 Q3 | 2008 Q4 | 2009 Q1 | 2009 Q2 | 2009 Q3 | 2009 Q4 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 1 | **Gross domestic product** | **85.576** | **86.171** | **86.642** | **86.993** | **87.315** | **87.738** | **88.399** | **88.613** | **88.543** | **88.396** | **88.501** | **88.781** |
| 2 | **Personal consumption expenditures** | **85.593** | **86.319** | **86.808** | **87.691** | **88.407** | **89.269** | **90.222** | **88.781** | **88.181** | **88.531** | **89.141** | **89.828** |
| 3 | Goods | 97.375 | 98.431 | 98.638 | 99.847 | 100.869 | 102.123 | 103.836 | 99.201 | 97.457 | 98.542 | 99.758 | 100.563 |
| 4 | Durable goods | 121.559 | 120.977 | 120.137 | 119.619 | 119.263 | 118.476 | 118.095 | 117.260 | 116.647 | 116.356 | 115.474 | 115.875 |
| 5 | Nondurable goods | 87.437 | 89.145 | 89.770 | 91.668 | 93.222 | 95.266 | 97.779 | 91.736 | 89.588 | 91.160 | 93.147 | 94.101 |
| 6 | Services | 80.456 | 81.039 | 81.649 | 82.391 | 82.973 | 83.670 | 84.307 | 84.178 | 84.047 | 84.106 | 84.470 | 85.107 |
| 7 | **Gross private domestic investment** | **95.152** | **95.480** | **96.115** | **95.658** | **95.411** | **96.167** | **96.485** | **98.674** | **97.190** | **95.443** | **94.584** | **93.902** |
| 8 | Fixed investment | 94.831 | 94.889 | 94.861 | 94.845 | 95.053 | 95.187 | 95.797 | 96.697 | 95.996 | 94.722 | 93.720 | 93.495 |
| 9 | Nonresidential | 97.506 | 97.692 | 97.655 | 97.626 | 98.047 | 98.351 | 99.379 | 100.884 | 100.157 | 98.817 | 97.689 | 97.232 |
| 10 | Structures | 80.640 | 81.029 | 81.753 | 82.756 | 83.905 | 84.773 | 86.320 | 88.047 | 87.022 | 84.496 | 82.315 | 82.266 |
| 11 | Equipment | 107.054 | 106.968 | 106.208 | 105.299 | 104.912 | 104.562 | 105.514 | 108.207 | 107.801 | 107.091 | 106.019 | 104.582 |
| 12 | Intellectual property products | 98.178 | 98.539 | 98.731 | 98.825 | 99.578 | 100.142 | 100.585 | 100.197 | 99.463 | 98.719 | 98.548 | 98.797 |
| 13 | Residential | 84.160 | 83.924 | 83.939 | 84.007 | 83.667 | 83.326 | 82.607 | 81.467 | 80.838 | 79.790 | 79.239 | 79.829 |
| 14 | Change in private inventories | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| 15 | **Net exports of goods and services** | **---** | **---** | **---** | **---** | **---** | **---** | **---** | **---** | **---** | **---** | **---** | **---** |
| 16 | Exports | 93.406 | 94.623 | 95.314 | 96.768 | 98.656 | 100.702 | 102.052 | 95.911 | 92.675 | 92.637 | 93.660 | 94.826 |
| 17 | Goods | 99.307 | 100.670 | 101.398 | 103.054 | 105.499 | 108.240 | 109.729 | 101.499 | 97.497 | 98.015 | 99.253 | 100.319 |
| 18 | Services | 82.612 | 83.555 | 84.181 | 85.261 | 86.095 | 86.791 | 87.848 | 85.636 | 83.716 | 82.716 | 83.348 | 84.674 |
| 19 | Imports | 97.941 | 99.580 | 100.953 | 104.690 | 108.679 | 113.840 | 116.493 | 103.878 | 95.269 | 96.563 | 99.608 | 102.422 |
| 20 | Goods | 100.807 | 102.552 | 103.983 | 108.283 | 112.954 | 118.819 | 121.937 | 106.853 | 96.592 | 98.481 | 102.279 | 105.366 |
| 21 | Services | 86.052 | 87.233 | 88.375 | 89.754 | 90.931 | 93.180 | 93.909 | 90.969 | 88.324 | 87.521 | 87.938 | 89.696 |
| 22 | **Government consumption expenditures and gross investment** | **82.401** | **83.203** | **83.987** | **84.993** | **86.118** | **87.202** | **88.179** | **87.365** | **86.391** | **86.515** | **86.891** | **87.535** |
| 23 | Federal | 85.831 | 86.514 | 87.112 | 87.818 | 88.572 | 89.486 | 90.159 | 89.724 | 88.961 | 88.970 | 89.238 | 89.924 |
| 24 | National defense | 86.975 | 87.589 | 88.375 | 89.292 | 90.007 | 90.988 | 91.843 | 91.118 | 90.111 | 89.852 | 90.298 | 91.126 |
| 25 | Nondefense | 84.053 | 84.859 | 85.128 | 85.462 | 86.286 | 87.081 | 87.430 | 87.520 | 87.187 | 87.664 | 87.618 | 88.057 |
| 26 | State and local | 80.209 | 81.079 | 81.967 | 83.143 | 84.484 | 85.668 | 86.826 | 85.782 | 84.679 | 84.875 | 85.317 | 85.935 |
| | Addendum: | | | | | | | | | | | | |
| 27 | Gross national product | 85.602 | 86.197 | 86.667 | 87.022 | 87.348 | 87.774 | 88.437 | 88.641 | 88.565 | 88.419 | 88.526 | 88.809 |

| Line | | 2010 Q1 | 2010 Q2 | 2010 Q3 | 2010 Q4 | 2011 Q1 | 2011 Q2 | 2011 Q3 | 2011 Q4 | 2012 Q1 | 2012 Q2 | 2012 Q3 | 2012 Q4 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 1 | **Gross domestic product** | **89.036** | **89.471** | **89.743** | **90.264** | **90.726** | **91.326** | **91.876** | **91.985** | **92.525** | **92.907** | **93.417** | **93.885** |
| 2 | **Personal consumption expenditures** | **90.175** | **90.314** | **90.488** | **91.068** | **91.833** | **92.737** | **93.166** | **93.474** | **94.093** | **94.320** | **94.594** | **95.124** |
| 3 | Goods | 100.707 | 100.116 | 100.090 | 101.209 | 102.788 | 104.520 | 104.878 | 105.112 | 105.764 | 105.423 | 105.409 | 105.882 |
| 4 | Durable goods | 115.252 | 114.227 | 113.377 | 113.017 | 113.022 | 113.301 | 113.118 | 112.664 | 112.514 | 111.855 | 111.213 | 110.831 |
| 5 | Nondurable goods | 94.536 | 94.115 | 94.406 | 96.095 | 98.284 | 100.580 | 101.151 | 101.664 | 102.650 | 102.445 | 102.696 | 103.533 |
| 6 | Services | 85.532 | 85.967 | 86.222 | 86.579 | 87.008 | 87.568 | 88.025 | 88.363 | 88.966 | 89.428 | 89.820 | 90.372 |
| 7 | **Gross private domestic investment** | **93.737** | **93.897** | **93.574** | **93.922** | **94.316** | **94.365** | **94.992** | **95.074** | **95.378** | **95.795** | **95.806** | **96.414** |
| 8 | Fixed investment | 93.009 | 92.933 | 92.928 | 93.229 | 93.490 | 93.962 | 94.133 | 94.336 | 94.797 | 95.078 | 95.465 | 95.609 |
| 9 | Nonresidential | 96.581 | 96.644 | 96.639 | 96.904 | 97.190 | 97.707 | 97.915 | 98.160 | 98.767 | 99.044 | 99.361 | 99.339 |
| 10 | Structures | 82.695 | 83.234 | 83.750 | 84.303 | 84.589 | 85.662 | 86.646 | 87.795 | 89.134 | 90.342 | 90.724 | 90.628 |
| 11 | Equipment | 102.899 | 102.492 | 102.453 | 102.368 | 102.293 | 102.634 | 102.507 | 102.625 | 102.894 | 102.841 | 103.136 | 103.467 |
| 12 | Intellectual property products | 98.471 | 98.727 | 98.341 | 98.829 | 99.576 | 99.917 | 100.001 | 99.732 | 100.259 | 100.264 | 100.564 | 100.084 |
| 13 | Residential | 79.953 | 79.390 | 79.393 | 79.843 | 80.001 | 80.290 | 80.306 | 80.339 | 80.200 | 80.513 | 81.202 | 82.019 |
| 14 | Change in private inventories | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| 15 | **Net exports of goods and services** | **---** | **---** | **---** | **---** | **---** | **---** | **---** | **---** | **---** | **---** | **---** | **---** |
| 16 | Exports | 95.806 | 96.932 | 97.218 | 99.410 | 101.978 | 104.001 | 104.560 | 103.453 | 104.099 | 104.289 | 104.223 | 104.579 |
| 17 | Goods | 101.426 | 102.705 | 102.948 | 105.875 | 109.163 | 111.608 | 112.136 | 110.537 | 111.114 | 111.081 | 110.990 | 111.183 |
| 18 | Services | 85.436 | 86.291 | 86.662 | 87.513 | 88.758 | 90.005 | 90.614 | 90.409 | 91.179 | 91.780 | 91.759 | 92.418 |
| 19 | Imports | 104.146 | 103.693 | 103.115 | 105.463 | 109.710 | 113.003 | 112.868 | 112.551 | 113.641 | 112.757 | 110.945 | 112.104 |
| 20 | Goods | 107.414 | 106.669 | 105.810 | 108.437 | 113.599 | 117.407 | 117.190 | 116.934 | 118.155 | 116.983 | 114.686 | 115.958 |
| 21 | Services | 90.203 | 90.807 | 91.301 | 92.567 | 93.244 | 94.519 | 94.721 | 94.175 | 94.725 | 94.968 | 95.076 | 95.771 |
| 22 | **Government consumption expenditures and gross investment** | **88.282** | **88.912** | **89.334** | **90.077** | **90.950** | **91.938** | **92.346** | **92.227** | **93.014** | **93.103** | **93.504** | **94.229** |
| 23 | Federal | 90.500 | 91.197 | 91.562 | 92.310 | 93.140 | 93.984 | 94.310 | 94.183 | 94.507 | 94.715 | 94.898 | 95.017 |
| 24 | National defense | 91.560 | 92.087 | 92.364 | 93.077 | 94.153 | 95.049 | 95.445 | 95.278 | 95.638 | 95.875 | 96.124 | 96.337 |
| 25 | Nondefense | 88.887 | 89.880 | 90.398 | 91.205 | 91.615 | 92.369 | 92.575 | 92.515 | 92.777 | 92.937 | 93.013 | 92.979 |
| 26 | State and local | 86.793 | 87.379 | 87.840 | 88.579 | 89.480 | 90.567 | 91.030 | 90.917 | 92.019 | 92.027 | 92.574 | 93.708 |
| | Addendum: | | | | | | | | | | | | |
| 27 | Gross national product | 89.066 | 89.498 | 89.769 | 90.290 | 90.757 | 91.361 | 91.908 | 92.019 | 92.561 | 92.940 | 93.447 | 93.917 |

| Line | | 2013 Q1 | 2013 Q2 | 2013 Q3 | 2013 Q4 | 2014 Q1 | 2014 Q2 | 2014 Q3 | 2014 Q4 | 2015 Q1 | 2015 Q2 | 2015 Q3 | 2015 Q4 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 1 | **Gross domestic product** | **94.258** | **94.461** | **94.924** | **95.426** | **95.788** | **96.330** | **96.726** | **96.822** | **96.769** | **97.325** | **97.583** | **97.581** |
| 2 | **Personal consumption expenditures** | **95.458** | **95.506** | **95.899** | **96.252** | **96.694** | **97.126** | **97.392** | **97.263** | **96.827** | **97.311** | **97.563** | **97.488** |
| 3 | Goods | 105.756 | 104.788 | 104.914 | 104.745 | 104.903 | 105.010 | 104.799 | 103.486 | 101.347 | 101.874 | 101.613 | 100.573 |
| 4 | Durable goods | 110.550 | 109.816 | 109.219 | 108.647 | 107.722 | 107.001 | 106.616 | 105.818 | 105.057 | 105.112 | 104.475 | 103.848 |
| 5 | Nondurable goods | 103.472 | 102.402 | 102.847 | 102.860 | 103.502 | 103.987 | 103.858 | 102.308 | 99.526 | 100.273 | 100.192 | 98.955 |
| 6 | Services | 90.898 | 91.379 | 91.885 | 92.461 | 93.025 | 93.599 | 94.073 | 94.464 | 94.781 | 95.245 | 95.727 | 96.085 |
| 7 | **Gross private domestic investment** | **96.522** | **96.453** | **96.444** | **96.911** | **97.486** | **98.006** | **98.400** | **99.022** | **99.016** | **98.890** | **99.052** | **98.840** |
| 8 | Fixed investment | 95.636 | 95.939 | 96.240 | 96.795 | 97.446 | 97.649 | 98.178 | 98.383 | 98.626 | 98.599 | 98.651 | 98.455 |
| 9 | Nonresidential | 99.046 | 99.140 | 99.224 | 99.495 | 99.834 | 100.033 | 100.290 | 100.500 | 100.647 | 100.488 | 100.330 | 99.918 |
| 10 | Structures | 90.369 | 90.998 | 91.566 | 92.850 | 94.279 | 95.555 | 96.934 | 97.980 | 97.944 | 97.476 | 97.807 | 97.649 |
| 11 | Equipment | 103.270 | 102.989 | 102.821 | 102.371 | 102.185 | 102.201 | 102.060 | 102.055 | 101.951 | 101.733 | 101.295 | 101.023 |
| 12 | Intellectual property products | 99.612 | 99.838 | 99.903 | 100.427 | 100.685 | 100.295 | 100.242 | 100.104 | 100.770 | 100.944 | 100.812 | 100.005 |
| 13 | Residential | 83.292 | 84.393 | 85.501 | 87.122 | 88.971 | 89.180 | 90.764 | 90.937 | 91.532 | 91.994 | 92.813 | 93.396 |
| 14 | Change in private inventories | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| 15 | **Net exports of goods and services** | **---** | **---** | **---** | **---** | **---** | **---** | **---** | **---** | **---** | **---** | **---** | **---** |
| 16 | Exports | 104.896 | 104.206 | 104.405 | 104.329 | 105.084 | 105.126 | 104.869 | 103.012 | 100.461 | 100.253 | 99.324 | 97.768 |
| 17 | Goods | 111.377 | 110.135 | 110.182 | 109.724 | 110.548 | 110.175 | 109.464 | 106.719 | 103.122 | 102.608 | 101.026 | 98.901 |
| 18 | Services | 92.965 | 93.286 | 93.769 | 94.403 | 95.036 | 95.835 | 96.422 | 96.221 | 95.591 | 95.933 | 96.197 | 95.679 |
| 19 | Imports | 112.278 | 110.852 | 110.356 | 110.127 | 111.475 | 110.783 | 110.116 | 107.984 | 103.417 | 102.050 | 100.956 | 98.755 |
| 20 | Goods | 116.051 | 114.222 | 113.521 | 112.985 | 114.524 | 113.521 | 112.632 | 110.085 | 104.660 | 102.932 | 101.611 | 99.040 |
| 21 | Services | 96.266 | 96.499 | 96.859 | 97.903 | 98.467 | 99.073 | 99.338 | 98.939 | 98.034 | 98.227 | 98.116 | 97.505 |
| 22 | **Government consumption expenditures and gross investment** | **94.848** | **95.205** | **95.795** | **96.703** | **97.075** | **97.416** | **97.909** | **97.906** | **97.276** | **97.727** | **97.799** | **97.518** |
| 23 | Federal | 94.956 | 95.113 | 95.448 | 96.913 | 96.653 | 97.057 | 97.512 | 97.640 | 97.451 | 97.641 | 97.731 | 97.612 |
| 24 | National defense | 96.031 | 96.050 | 96.332 | 97.459 | 97.460 | 97.726 | 98.094 | 98.125 | 97.934 | 98.127 | 98.162 | 97.989 |
| 25 | Nondefense | 93.320 | 93.705 | 94.125 | 96.133 | 95.458 | 96.076 | 96.664 | 96.940 | 96.753 | 96.938 | 97.107 | 97.068 |
| 26 | State and local | 94.775 | 95.259 | 96.012 | 96.567 | 97.339 | 97.641 | 98.159 | 98.073 | 97.172 | 97.781 | 97.844 | 97.465 |
| | Addendum: | | | | | | | | | | | | |
| 27 | Gross national product | 94.289 | 94.492 | 94.954 | 95.456 | 95.820 | 96.361 | 96.756 | 96.851 | 96.795 | 97.349 | 97.606 | 97.602 |

| Line | | 2016 Q1 | 2016 Q2 | 2016 Q3 | 2016 Q4 | 2017 Q1 | 2017 Q2 | 2017 Q3 | 2017 Q4 | 2018 Q1 | 2018 Q2 | 2018 Q3 | 2018 Q4 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 1 | **Gross domestic product** | **97.496** | **98.159** | **98.410** | **98.886** | **99.390** | **99.650** | **100.162** | **100.778** | **101.419** | **102.136** | **102.577** | **103.019** |
| 2 | **Personal consumption expenditures** | **97.535** | **98.154** | **98.492** | **98.943** | **99.520** | **99.720** | **100.073** | **100.672** | **101.377** | **101.910** | **102.252** | **102.640** |
| 3 | Goods | 99.518 | 99.960 | 99.565 | 99.797 | 100.331 | 99.712 | 99.744 | 100.213 | 100.748 | 101.012 | 100.840 | 100.645 |
| 4 | Durable goods | 103.348 | 103.034 | 101.983 | 101.053 | 100.976 | 100.376 | 99.499 | 99.224 | 99.092 | 98.842 | 98.363 | 98.243 |
| 5 | Nondurable goods | 97.635 | 98.439 | 98.365 | 99.172 | 100.012 | 99.383 | 99.872 | 100.721 | 101.599 | 102.132 | 102.121 | 101.889 |
| 6 | Services | 96.628 | 97.327 | 97.998 | 98.550 | 99.148 | 99.726 | 100.227 | 100.887 | 101.671 | 102.329 | 102.913 | 103.575 |
| 7 | **Gross private domestic investment** | **98.280** | **98.763** | **98.803** | **99.092** | **99.421** | **99.914** | **100.200** | **100.438** | **100.905** | **101.393** | **101.785** | **102.075** |
| 8 | Fixed investment | 98.114 | 98.432 | 98.566 | 99.072 | 99.405 | 99.909 | 100.254 | 100.412 | 100.945 | 101.448 | 101.837 | 102.034 |
| 9 | Nonresidential | 99.372 | 99.434 | 99.207 | 99.506 | 99.721 | 100.016 | 100.135 | 100.119 | 100.180 | 100.333 | 100.554 | 100.635 |
| 10 | Structures | 97.131 | 97.686 | 97.576 | 98.241 | 99.079 | 99.884 | 100.593 | 100.457 | 100.263 | 100.704 | 101.131 | 102.633 |
| 11 | Equipment | 100.624 | 100.276 | 100.034 | 99.888 | 100.082 | 100.037 | 99.976 | 99.911 | 99.802 | 99.750 | 100.162 | 99.972 |
| 12 | Intellectual property products | 99.226 | 99.504 | 99.221 | 99.847 | 99.682 | 100.079 | 100.050 | 100.178 | 100.627 | 100.846 | 100.682 | 100.189 |
| 13 | Residential | 93.792 | 94.997 | 96.378 | 97.604 | 98.328 | 99.541 | 100.662 | 101.429 | 103.643 | 105.428 | 106.442 | 107.082 |
| 14 | Change in private inventories | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| 15 | **Net exports of goods and services** | **---** | **---** | **---** | **---** | **---** | **---** | **---** | **---** | **---** | **---** | **---** | **---** |
| 16 | Exports | 96.269 | 97.280 | 97.797 | 98.460 | 99.145 | 99.232 | 100.115 | 101.458 | 102.357 | 103.620 | 103.838 | 103.486 |
| 17 | Goods | 96.106 | 97.449 | 97.901 | 98.386 | 99.165 | 99.018 | 100.183 | 101.571 | 102.551 | 104.021 | 104.180 | 103.420 |
| 18 | Services | 96.565 | 96.974 | 97.612 | 98.601 | 99.108 | 99.622 | 99.990 | 101.247 | 101.996 | 102.865 | 103.191 | 103.615 |
| 19 | Imports | 97.004 | 97.516 | 98.235 | 98.527 | 99.589 | 99.682 | 99.742 | 100.953 | 102.502 | 102.790 | 102.923 | 102.436 |
| 20 | Goods | 96.892 | 97.437 | 98.311 | 98.578 | 99.780 | 99.632 | 99.561 | 100.991 | 102.649 | 102.894 | 102.961 | 102.336 |
| 21 | Services | 97.466 | 97.848 | 97.916 | 98.318 | 98.774 | 99.891 | 100.490 | 100.791 | 101.865 | 102.343 | 102.762 | 102.877 |
| 22 | **Government consumption expenditures and gross investment** | **96.989** | **97.641** | **97.975** | **98.454** | **99.197** | **99.429** | **100.144** | **101.216** | **102.394** | **103.310** | **104.089** | **104.658** |
| 23 | Federal | 97.503 | 98.021 | 98.404 | 98.890 | 99.358 | 99.679 | 100.116 | 100.833 | 101.791 | 102.489 | 103.020 | 103.773 |
| 24 | National defense | 97.753 | 98.280 | 98.629 | 99.016 | 99.484 | 99.688 | 100.060 | 100.754 | 101.699 | 102.424 | 102.975 | 103.430 |
| 25 | Nondefense | 97.145 | 97.651 | 98.081 | 98.708 | 99.176 | 99.668 | 100.198 | 100.947 | 101.923 | 102.582 | 103.085 | 104.279 |
| 26 | State and local | 96.683 | 97.415 | 97.720 | 98.195 | 99.101 | 99.280 | 100.160 | 101.445 | 102.756 | 103.804 | 104.734 | 105.190 |
| | Addendum: | | | | | | | | | | | | |
| 27 | Gross national product | 97.518 | 98.179 | 98.431 | 98.908 | 99.412 | 99.673 | 100.186 | 100.708 | 101.354 | 102.070 | 102.512 | 102.953 |

| Line | | 2019 Q1 | 2019 Q2 | 2019 Q3 | 2019 Q4 | 2020 Q1 | 2020 Q2 | 2020 Q3 | 2020 Q4 | 2021 Q1 | 2021 Q2 | 2021 Q3 | 2021 Q4 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 1 | **Gross domestic product** | **103.328** | **103.862** | **104.192** | **104.516** | **105.032** | **104.614** | **105.572** | **106.230** | **107.583** | **109.258** | **110.938** | **112.847** |
| 2 | **Personal consumption expenditures** | **102.848** | **103.423** | **103.670** | **104.076** | **104.436** | **104.004** | **104.818** | **105.346** | **106.535** | **108.148** | **109.620** | **111.455** |
| 3 | Goods | 100.217 | 100.695 | 100.333 | 100.459 | 100.209 | 98.720 | 99.628 | 100.056 | 101.425 | 103.505 | 105.313 | 108.104 |
| 4 | Durable goods | 98.485 | 97.974 | 97.384 | 96.953 | 96.738 | 95.854 | 96.859 | 97.639 | 98.029 | 101.264 | 103.571 | 105.989 |
| 5 | Nondurable goods | 101.116 | 102.110 | 101.867 | 102.285 | 102.008 | 100.206 | 101.062 | 101.294 | 103.253 | 104.636 | 106.155 | 109.160 |
| 6 | Services | 104.083 | 104.706 | 105.251 | 105.799 | 106.464 | 106.583 | 107.348 | 107.934 | 109.025 | 110.373 | 111.656 | 112.973 |
| 7 | **Gross private domestic investment** | **102.536** | **103.006** | **103.132** | **102.921** | **103.575** | **103.372** | **104.140** | **104.788** | **105.445** | **106.597** | **108.076** | **110.271** |
| 8 | Fixed investment | 102.545 | 102.965 | 103.179 | 103.145 | 103.548 | 103.904 | 104.423 | 105.066 | 105.797 | 106.898 | 108.633 | 110.786 |
| 9 | Nonresidential | 101.123 | 101.550 | 101.596 | 101.347 | 101.625 | 102.067 | 101.998 | 102.203 | 102.139 | 102.243 | 103.229 | 104.946 |
| 10 | Structures | 103.722 | 104.931 | 105.726 | 106.569 | 107.276 | 106.907 | 106.718 | 106.448 | 106.540 | 108.208 | 110.523 | 116.626 |
| 11 | Equipment | 100.146 | 100.192 | 99.985 | 99.592 | 99.660 | 99.834 | 99.504 | 98.900 | 99.488 | 98.762 | 100.066 | 101.353 |
| 12 | Intellectual property products | 100.668 | 101.071 | 100.969 | 100.251 | 100.561 | 101.739 | 102.000 | 103.262 | 102.439 | 102.604 | 102.626 | 102.751 |
| 13 | Residential | 107.687 | 108.075 | 108.917 | 109.682 | 110.503 | 110.543 | 113.148 | 115.300 | 118.705 | 123.192 | 127.540 | 131.258 |
| 14 | Change in private inventories | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| 15 | **Net exports of goods and services** | **---** | **---** | **---** | **---** | **---** | **---** | **---** | **---** | **---** | **---** | **---** | **---** |
| 16 | Exports | 102.639 | 103.454 | 102.822 | 102.404 | 101.853 | 96.993 | 100.045 | 101.590 | 106.481 | 111.129 | 113.784 | 115.613 |
| 17 | Goods | 102.040 | 102.651 | 101.552 | 101.163 | 99.977 | 93.901 | 97.478 | 99.176 | 105.164 | 111.086 | 114.155 | 116.160 |
| 18 | Services | 103.788 | 104.986 | 105.228 | 104.764 | 105.474 | 102.964 | 105.034 | 106.318 | 108.889 | 110.844 | 112.660 | 114.120 |
| 19 | Imports | 101.236 | 101.735 | 100.648 | 100.362 | 100.035 | 96.746 | 98.828 | 99.563 | 102.413 | 105.482 | 107.109 | 108.835 |
| 20 | Goods | 100.782 | 101.374 | 100.085 | 99.632 | 99.156 | 95.470 | 97.685 | 98.360 | 101.473 | 104.713 | 106.296 | 108.146 |
| 21 | Services | 103.208 | 103.307 | 103.115 | 103.598 | 104.011 | 102.682 | 104.080 | 105.184 | 106.589 | 108.741 | 110.616 | 111.750 |
| 22 | **Government consumption expenditures and gross investment** | **104.703** | **104.928** | **105.222** | **105.750** | **106.705** | **106.569** | **107.878** | **108.557** | **110.349** | **112.164** | **114.240** | **116.019** |
| 23 | Federal | 104.731 | 104.036 | 104.133 | 104.510 | 104.877 | 104.942 | 105.540 | 106.325 | 107.124 | 108.252 | 109.509 | 110.861 |
| 24 | National defense | 103.519 | 103.929 | 104.184 | 104.624 | 104.954 | 104.726 | 105.505 | 106.279 | 107.329 | 108.569 | 109.814 | 111.248 |
| 25 | Nondefense | 106.548 | 104.189 | 104.053 | 104.339 | 104.762 | 105.232 | 105.596 | 106.399 | 106.855 | 107.839 | 109.111 | 110.355 |
| 26 | State and local | 104.676 | 105.462 | 105.878 | 106.501 | 107.818 | 107.555 | 109.322 | 109.926 | 112.355 | 114.615 | 117.218 | 119.270 |
| | Addendum: | | | | | | | | | | | | |
| 27 | Gross national product | 103.260 | 103.793 | 104.121 | 104.445 | 104.960 | 104.545 | 105.501 | 106.157 | 107.508 | 109.182 | 110.860 | 112.768 |

| Line | | 2022 Q1 | 2022 Q2 | 2022 Q3 | 2022 Q4 | 2023 Q1 | 2023 Q2 | 2023 Q3 | 2023 Q4 | 2024 Q1 | 2024 Q2 | 2024 Q3 | 2024 Q4 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 1 | **Gross domestic product** | **115.126** | **117.728** | **119.031** | **120.164** | **121.288** | **121.920** | **122.914** | **123.405** | **124.374** | **125.167** | **125.696** | **126.450** |
| 2 | **Personal consumption expenditures** | **113.563** | **115.647** | **116.980** | **118.172** | **119.304** | **120.184** | **120.993** | **121.539** | **122.614** | **123.401** | **123.921** | **124.695** |
| 3 | Goods | 111.225 | 113.957 | 114.609 | 114.788 | 115.005 | 115.094 | 115.193 | 114.856 | 114.708 | 114.820 | 114.353 | 114.285 |
| 4 | Durable goods | 108.294 | 108.610 | 109.320 | 108.951 | 108.868 | 108.810 | 107.568 | 106.699 | 106.622 | 105.906 | 105.301 | 105.228 |
| 5 | Nondurable goods | 112.751 | 116.873 | 117.491 | 117.985 | 118.376 | 118.553 | 119.450 | 119.432 | 119.245 | 119.851 | 119.470 | 119.406 |
| 6 | Services | 114.534 | 116.272 | 117.959 | 119.672 | 121.276 | 122.566 | 123.741 | 124.743 | 126.445 | 127.576 | 128.603 | 129.811 |
| 7 | **Gross private domestic investment** | **112.684** | **115.191** | **117.222** | **118.022** | **118.870** | **118.664** | **119.022** | **119.660** | **119.989** | **120.726** | **121.358** | **121.927** |
| 8 | Fixed investment | 113.263 | 115.949 | 117.900 | 118.925 | 119.761 | 119.631 | 120.020 | 120.713 | 120.939 | 121.750 | 122.557 | 123.091 |
| 9 | Nonresidential | 106.588 | 108.703 | 110.512 | 111.359 | 112.699 | 112.640 | 112.665 | 113.160 | 113.379 | 114.071 | 114.702 | 115.137 |
| 10 | Structures | 121.254 | 126.392 | 131.336 | 133.977 | 135.630 | 135.332 | 134.007 | 135.181 | 134.356 | 134.939 | 134.697 | 134.805 |
| 11 | Equipment | 103.199 | 105.427 | 107.035 | 108.556 | 110.383 | 110.460 | 111.160 | 111.442 | 112.423 | 112.949 | 113.539 | 113.753 |
| 12 | Intellectual property products | 102.868 | 103.544 | 104.154 | 103.608 | 104.362 | 104.279 | 104.340 | 104.689 | 104.749 | 105.635 | 106.702 | 107.478 |
| 13 | Residential | 136.686 | 141.469 | 143.982 | 145.736 | 144.335 | 143.901 | 145.900 | 147.438 | 147.682 | 148.969 | 150.523 | 151.470 |
| 14 | Change in private inventories | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| 15 | **Net exports of goods and services** | **---** | **---** | **---** | **---** | **---** | **---** | **---** | **---** | **---** | **---** | **---** | **---** |
| 16 | Exports | 120.513 | 126.188 | 123.244 | 121.332 | 121.308 | 120.203 | 121.498 | 120.780 | 121.526 | 122.419 | 122.225 | 122.186 |
| 17 | Goods | 122.412 | 129.945 | 125.153 | 121.383 | 120.457 | 118.484 | 119.811 | 118.675 | 118.929 | 119.690 | 118.784 | 118.288 |
| 18 | Services | 116.168 | 118.013 | 118.840 | 120.701 | 122.495 | 123.128 | 124.352 | 124.466 | 126.176 | 127.321 | 128.496 | 129.326 |
| 19 | Imports | 112.342 | 115.380 | 114.108 | 112.806 | 112.290 | 110.948 | 111.110 | 111.084 | 111.738 | 112.274 | 112.485 | 112.327 |
| 20 | Goods | 112.122 | 115.308 | 113.403 | 111.379 | 110.609 | 108.971 | 109.092 | 109.153 | 109.596 | 110.099 | 110.133 | 110.055 |
| 21 | Services | 112.957 | 115.296 | 116.968 | 118.951 | 119.610 | 119.600 | 119.949 | 119.545 | 121.107 | 121.782 | 122.755 | 122.258 |
| 22 | **Government consumption expenditures and gross investment** | **118.299** | **121.547** | **122.319** | **123.358** | **123.981** | **123.845** | **125.345** | **125.768** | **126.877** | **127.454** | **128.093** | **128.647** |
| 23 | Federal | 112.602 | 114.643 | 116.194 | 117.324 | 118.634 | 119.414 | 120.536 | 121.384 | 122.629 | 123.558 | 124.298 | 125.039 |
| 24 | National defense | 113.275 | 115.867 | 117.050 | 118.100 | 119.138 | 120.025 | 121.515 | 122.810 | 124.249 | 125.091 | 125.733 | 126.428 |
| 25 | Nondefense | 111.727 | 113.055 | 115.085 | 116.319 | 117.980 | 118.623 | 119.269 | 119.536 | 120.531 | 121.571 | 122.441 | 123.243 |
| 26 | State and local | 121.898 | 125.913 | 126.198 | 127.180 | 127.366 | 126.651 | 128.388 | 128.542 | 129.564 | 129.920 | 130.493 | 130.927 |
| | Addendum: | | | | | | | | | | | | |
| 27 | Gross national product | 115.045 | 117.643 | 118.946 | 120.078 | 121.200 | 121.832 | 122.825 | 123.315 | 124.284 | 125.077 | 125.605 | 126.359 |

| Line | | 2025 Q1 | 2025 Q2 | 2025 Q3 | 2025 Q4 |
|---|---|---|---|---|---|
| 1 | **Gross domestic product** | **127.577** | **128.248** | **129.430** | **130.651** |
| 2 | **Personal consumption expenditures** | **125.751** | **126.416** | **127.284** | **128.206** |
| 3 | Goods | 114.915 | 114.973 | 115.428 | 116.000 |
| 4 | Durable goods | 105.456 | 106.262 | 106.394 | 106.616 |
| 5 | Nondurable goods | 120.281 | 119.884 | 120.533 | 121.315 |
| 6 | Services | 131.086 | 132.064 | 133.145 | 134.245 |
| 7 | **Gross private domestic investment** | **122.170** | **122.265** | **123.632** | **124.851** |
| 8 | Fixed investment | 123.316 | 123.375 | 124.819 | 125.980 |
| 9 | Nonresidential | 115.087 | 114.981 | 116.422 | 117.720 |
| 10 | Structures | 135.162 | 134.806 | 135.934 | 137.773 |
| 11 | Equipment | 113.930 | 114.870 | 116.508 | 117.518 |
| 12 | Intellectual property products | 107.047 | 106.113 | 107.499 | 108.824 |
| 13 | Residential | 152.920 | 153.740 | 155.081 | 155.479 |
| 14 | Change in private inventories | --- | --- | --- | --- |
| 15 | **Net exports of goods and services** | **---** | **---** | **---** | **---** |
| 16 | Exports | 123.844 | 123.429 | 124.295 | 124.748 |
| 17 | Goods | 120.084 | 119.544 | 120.068 | 119.819 |
| 18 | Services | 130.715 | 130.543 | 132.060 | 133.854 |
| 19 | Imports | 112.821 | 112.468 | 112.531 | 113.141 |
| 20 | Goods | 110.480 | 109.611 | 109.737 | 110.197 |
| 21 | Services | 123.063 | 124.996 | 124.801 | 126.019 |
| 22 | **Government consumption expenditures and gross investment** | **130.086** | **131.155** | **132.613** | **135.041** |
| 23 | Federal | 126.835 | 129.000 | 130.341 | 135.206 |
| 24 | National defense | 128.003 | 129.919 | 131.090 | 134.553 |
| 25 | Nondefense | 125.328 | 127.828 | 129.404 | 136.254 |
| 26 | State and local | 132.141 | 132.532 | 134.063 | 135.029 |
| | Addendum: | | | | |
| 27 | Gross national product | 127.485 | 128.155 | 129.337 | --- |

Waste Water Treatment Costs Memorandums

INTEROFFICE MEMORANDUM

**TO:** DAN JESSEN

**FROM:** LIZ MACK

**SUBJECT:** LANDFILL LEACHATE TREATMENT, 07/01/2024-09/30/2024

**DATE:** 10/15/2024

Please find the following charges for landfill leachate discharged to the Northwest Cleanwater Plant from July 1st, 2024 – September 30th, 2024.

July 1st, 2024 – September 30th, 2024 (1sth Qtr. 2025 Fiscal Year) **5,497,900 Gallons**

5,497,900 Gallons/748 = 7,351 CCF

7,351 CCF x $ 2.88 = **$ 21,170.88**

**$ 21,170.88 is requested to be transferred to:**

**Fund 53010**

**Dept 08**

**Org 31010**

**Acct 413030**

INTEROFFICE MEMORANDUM

**TO:** DAN JESSEN

**FROM:** LIZ MACK

**SUBJECT:** INDUSTRIAL PRETREATMENT FEES, 07/01/2024 – 06/30/2025

**DATE:** 07/26/24

Please find the following charges for the annual Industrial Pretreatment fees associated with the Springfield Sanitary Landfill from July 1, 2024 through June 30, 2025.

| | | |
|---|---|---|
| 2025 Fiscal Year | **SIU Charge -** | **$ 5,265.65** |
| | **Lab Costs-** | **1,012.00** |
| | **PFAS Lab Costs** | **418.35** |
| | **Total** | **$ 6,696.00** |

**$ 6,696.00 is requested to be transferred to:**

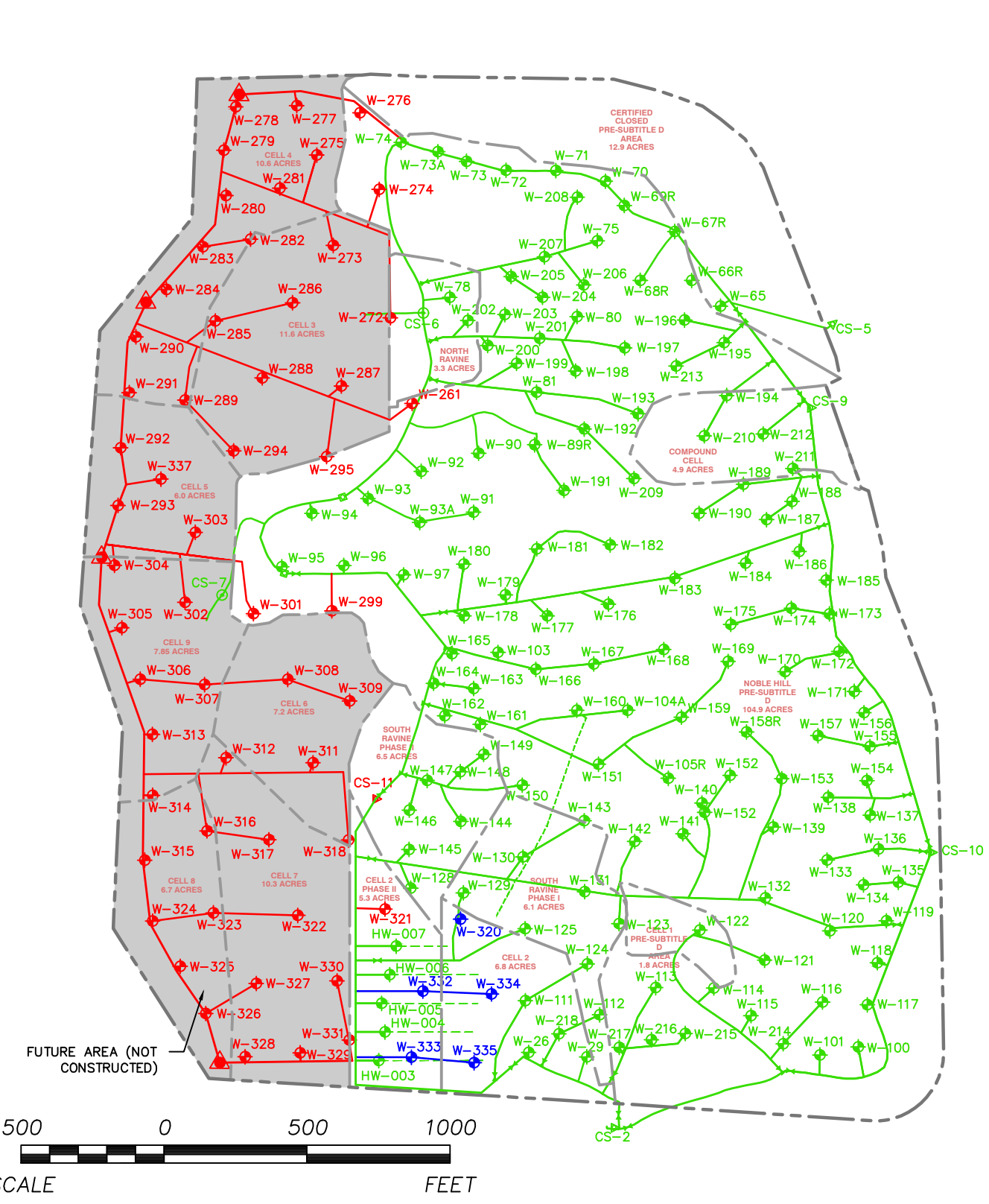
**Fund 53010**

**Dept 08**

**Org 31210**

**Acct 412030**

Drawing 1 – Proposed Active GCCS Components Necessary to Close Landfill




**NOTE:**

1. EXISTING GCCS COMPONENTS ARE SHOWN IN GREEN.
2. PROPOSED PERMITTED GCCS COMPONENTS ARE SHOWN IN RED.
3. BLUE LINES INDICATE NEW GAS PIPELINES.
4. BLUE WELL LABELS INDICATE ADDITIONAL WELL INSTALLS NEEDED IF THE LANDFILL WAS CLOSED OUT IN EXISTING CONDITION.


**SCS ENGINEERS**

8575 W 110TH STREET, SUITE 100
OVERLAND PARK, KANSAS 66210
PH. (913) 681-0030 FAX. (913) 681-0012


**PROPOSED ACTIVE GCCS COMPONENTS NECESSARY TO CLOSE LANDFILL**

**NOBLE HILL SANITARY LANDFILL**

**SPRINGFIELD, MO**

| CHK. BY: MBJ | DWN. BY: AMP | DSN. BY: BHC | PROJ. NO. 27221318.75 |
|---|---|---|---|
| PROJ. MGR: BHC | DATE: 9/3/25 | CADD FILE: NHSLF 2025 FAI GCCS FIGURE.DWG | DRAWING NO. 1 |

T:\27221318.75\Data and Calculations\CAD\NHSLF 2025 FAI GCCS Figure.dwg; Sep 03, 2025 - 10:49am; Layout Name: Layout1; By: apatterson

## EXPLANATION TO COUNCIL BILL 2026-190 (CARROLL)

**FILED:** 08/31/2026

**ORIGINATING DEPARTMENT:** City Manager

**TITLE:** A special ordinance authorizing the City Manager, or designee, to enter into a Torch Relay Agreement with the 2028 Los Angeles Olympic & Paralympic Committee and the City of Springfield as a selected partner city for the Olympic Games of 2028.

**PURPOSE:** A special ordinance authorizing the City Manager, or designee, to enter into a Torch Relay Agreement between the 2028 Los Angeles Olympic & Paralympic Committee and the City of Springfield as a selected partner city for the Olympic Games of 2028.

**BACKGROUND INFORMATION:** The City of Springfield has been selected as a partner city with the 2028 Los Angeles Olympic & Paralympic Committee for the Olympic Games of 2028. This partnership entails the City providing planning, advisory, and operational support services to the 2028 Los Angeles Olympic & Paralympic Committee. This includes establishing a community task force comprised of the City's relevant stakeholders and appointment of a law enforcement representative to serve as part of the community task force to ensure the integration of events into public safety planning, as well as provision of certain City services such as emergency medical, waste management, and traffic management services. In turn, the 2028 Los Angeles Olympic & Paralympic Committee will highlight Springfield as a selected City in the 2028 Olympic Games. To memorialize these terms, the City asks for authorization to enter into the Torch Relay Agreement.

**Submitted By:** Collin Quigley, Deputy City Manager

**Authorized for inclusion on the agenda pursuant to City Code section 2-33:**
Anita Cotter, City Clerk 09/02/2026

**Attachments:**
1. Olympic Torch Relay Agreement_Ord
2. Olympic Torch Relay Agreement_Exh A

One-rdg. _____
P. Hrngs. _____
Pgs. _____
Filed: 08-18-26

Sponsored by: Carroll

First Reading: _____ Second Reading: _____

COUNCIL BILL 2026-190 SPECIAL ORDINANCE _____

AN ORDINANCE

AUTHORIZING the City Manager, or designee, to enter into a Torch Relay Agreement with the 2028 Los Angeles Olympic & Paralympic Committee and the City of Springfield as a selected partner city for the Olympic Games of 2028.

_____

WHEREAS, the City of Springfield has been selected as a partner city with the 2028 Los Angeles Olympic & Paralympic Committee for the Olympic Games of 2028; and

WHEREAS, this partnership entails the City of Springfield providing planning, advisory, and operational support services to the 2028 Los Angeles Olympic & Paralympic Committee; and

WHEREAS, these services include establishing a community task force comprised of the City's relevant stakeholders and appointment of a law enforcement representative to serve as part of the community task force to ensure the integration of events into public safety planning, as well as provision of certain City services such as emergency medical, waste management, and traffic management services; and

WHEREAS, in turn, the 2028 Los Angeles Olympic & Paralympic Committee will highlight Springfield as a selected City in the 2028 Olympic Games.

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 Torch Relay Agreement between the 2028 Los Angeles Olympic & Paralympic Committee and the City of Springfield as a selected partner city for the Olympic Games of 2028, and to execute necessary contracts on forms approved by the City Attorney, to be substantially similar to "Exhibit A," attached hereto and incorporated by reference.

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

Exhibit A

# TORCH RELAY

## Invitation Letter & Agreement

South Park Center
1150 S Olive St. Suite 700
Los Angeles, CA 90015

May 18, 2026

Jeff Schrag
Mayor
840 Boonville Avenue
Springfield, MO 65802

RE: Olympic Torch Relay

Dear Mayor Schrag,

The Los Angeles Organizing Committee for the Olympic and Paralympic Games 2028 (LA28) greatly appreciates your interest in hosting the Olympic Torch Relay in Springfield, Missouri as part of the 2028 Olympic Games. For the first time in history the Olympic Flame will make its way across all fifty states, showcasing the cultural and civic diversity that makes our nation unique, before arriving in Los Angeles at the Opening Ceremony on July 14, 2028.

Few traditions reflect the spirit and heritage of the Olympic Games as profoundly as the Flame's journey. Starting from Olympia, Greece, the Torch Relay will be planned in close collaboration between LA28 and each participating city. While LA28 will lead the overall delivery of the Relay, its success will rely on key support services from the City of Springfield to ensure a safe and seamless passage through your community. Enclosed is the Torch Relay Agreement, which outlines the primary areas where LA28 will need the City's partnership to deliver this historic event.

It is critical that the route and the City of Springfield's involvement remain strictly confidential until LA28 issues the official public announcement. Upon receipt of the executed Torch Relay Agreement, LA28 will provide additional information to support the City of Springfield prior to the public announcement of its participation in the Relay.

The 2028 Olympic Torch Relay will create a meaningful legacy in your city and offer your community a unique opportunity to participate in the 2028 Games. This year, I had the incredible and unforgettable honor of participating in the Milano-Cortina 2026 Winter Olympic Torch Relay. The torch is a powerful global symbol of unity across nations, and we have an opportunity to make history as we carry that same spirit and energy across our country. Together, we will ensure the 2028 Olympic & Paralympic Games reflect the heart and soul of America. We hope that the City of Springfield will join us in this momentous event, and we look forward to working alongside you to shine a global spotlight on your community.

Sincerely,

Reynold N. Hoover

Chief Executive Officer
Los Angeles Organizing Committee for the Olympic and Paralympic Games 2028

Enclosures: Torch Relay Agreement

**CONFIDENTIAL**

# TORCH RELAY AGREEMENT

This Torch Relay Agreement (the "Agreement") is entered as of the date of the last signature set forth below between the Los Angeles Organizing Committee for the Olympic Games 2028 ("LA28") and the City of Springfield ("City"). Collectively, these entities shall be known herein as the "Parties" or individually as a "Party." Capitalized terms used in this Agreement have the meanings set forth in Addendum C ("Definitions").

I. REQUIREMENTS

1. Roles of the Parties.

1.1 LA28's Role. LA28 has the overall responsibility for staging the Relay within the City Jurisdiction with the principal objectives of: (i) showcasing the City, community, and surrounding region whenever possible, and (ii) promoting the Games and the Olympic Movement.

1.2 City's Role. The City agrees to provide planning, advisory and operational support services, without any charge to LA28 or Associated Parties, that include, but is not limited to: (i) assisting LA28 with the staging of the Relay and associated events (including, as applicable, Cauldron Lighting or Celebration events) within the City Jurisdiction; and (ii) ensuring that no other major events are staged in the City Jurisdiction on the day of the Relay. The City's rights and responsibilities in relation to the Relay within the City Jurisdiction are as set forth in this Agreement. The City will carry out such responsibilities as are applicable to the City and will, through its membership and representation on the Community Task Force, cause the Community Task Force to carry out such responsibilities as are assigned to the Community Task Force.

The City acknowledges that, LA28 possesses the exclusive right in connection with the Relay to make sponsorship, marketing, merchandising and concessionaire arrangements.

The City hereby appoints the following individuals to act as the principal and secondary points of contact and liaisons between LA28, on the one hand, and the City and Community Task Force, on the other:

City's Primary Contact:

Name: _____

Title: _____

Address: _____

Telephone: _____

E-mail: _____

City's Secondary Contact:

Name: _____

Title: _____

Address: _____

Telephone: _____

E-mail: _____

1.3 Community Task Force Establishment and Management. In coordination with LA28, the City shall establish a Community Task Force, composed of City's relevant stakeholders. The Community Task Force plans and coordinates all aspects of the City's participation in the Relay and assists and advises LA28 on other Relay aspects. The City shall appoint a law enforcement representative to serve as part of the Community Task Force to ensure the integration of Relay requirements into public safety planning.

1.4 Community Planning Guide. LA28 shall provide the City with the CPG, which is hereby referenced and incorporated herein. The CPG shall serve as a guide to the City and Community Task Force in the planning process as the City plans and executes its responsibilities related to the Relay and any associated events within the City Jurisdiction. The CPG will include recommended best practices for operations, including environmental sustainability efforts. Taking into account the protection of Confidential Information, City agrees to distribute copies of the CPG to appropriate members of the Community Task Force and other City persons responsible for the Relay (and any associated events) that are necessary in order to allow City to meet its obligations under this Agreement. The City agrees that LA28 may from time to time provide the City with an updated and/or amended version the CPG, whereupon the City will treat such updated and/or amended version as the CPG for all purposes of this Agreement.

1.5 Status Reports. At LA28's request from time to time, the City shall provide LA28 with status reports regarding the performance of the City's obligations pursuant to this Agreement, and of the City's activities in connection with the Relay generally, at such intervals as LA28 may reasonably request.

2. Taxes and Permits. Except for sales tax or business tax, in the event any tax, permit, license, variance, easement, fee, and/or other requisite permissions as may be required in connection with the staging and broadcast of the Relay and/or any associated events within the City Jurisdiction, City agrees to either: (i) waive all such tax, licenses, permits, and/or fees, etc.; or (ii) issue all such permits, licenses, or permissions (without regard for differences in local terminology) without the need for LA28 or the relevant

Associated Parties to lodge any further application with the City and at no cost to LA28 or the relevant Associated Parties.

3. City Torchbearer Selection.

3.1 The City and Community Task Force shall have the right to select torchbearers to carry the Olympic Flame in the City. The number of torchbearers City may select shall be determined by LA28 in its sole discretion and provided to the City as part of the CPG. Torchbearers must be selected based on LA28 criteria and shall be subject to a security background check. Torchbearer slots are merit-based and cannot be sold, exchanged for donations or value of any kind, or given away as a prize. LA28 will provide guidance on the process and timelines for selecting City torchbearers in the CPG. Elected officials and/or political candidates will not be eligible for torchbearer selection.

4. Relay Route.

4.1 The Relay route within the City Jurisdiction is a collaborative partnership between LA28 and the City. LA28 will work with the City and Community Task Force to identify priority locations to be included in the Relay route within the City Jurisdiction (subject to timing, security, financial and logistical limitations). The Parties shall mutually agree upon and document the Relay route within the City Jurisdiction.

4.2 For any city in which no Cauldron Lighting or Celebration event takes place within the City Jurisdiction, the City shall have the right to request a brief stop at a strategic location (with local cultural, historic, or community significance) on the Relay route within the City Jurisdiction where the City intends to conduct a brief Photo Moment, which shall comply with all terms and conditions of this Agreement. LA28 will provide criteria to support the selection and use of the location.

5. City Facilities. The operation of the Relay may require the use of City venues or facilities, such as City buildings, museums, schools, sports and community centers, etc. These may be used as locations for photography/filming opportunities, break locations during the Relay, parking locations for Relay vehicles or as meeting points for torchbearers. LA28 and the City will review the route and jointly determine the appropriate locations that may be used for the Relay operation. The City will provide the facility(ies) and appropriate personnel it controls to manage the facility(ies) free of charge to LA28. The City shall also provide reasonable assistance and support to LA28 to locate and secure non-City controlled facilities that may be necessary to support the Relay within the City Jurisdiction.

6. City Services. Taking into account requisite criteria provided by LA28, the City shall: (i) develop a formal plan for each of the following services sufficient to accommodate an event of similar scope and magnitude; and (ii) implement such services according to such plans, as necessary to support the Relay and associated events (including, as applicable, Cauldron Lighting or Celebration events) within the City Jurisdiction:

6.1 Medical Services. The City shall provide emergency medical services to members of the public and Relay participants, considering spectators along the Route of the Relay, torchbearers, Relay staff, and attendees of the Cauldron Lighting/Celebration (to the extent applicable).

6.2 Sanitation and Waste Management Services. The City shall provide sanitation and waste management services for the Relay and any associated events within the City Jurisdiction.

6.3 Traffic Management. The City shall implement, as appropriate, road closures, traffic control system management, barricades, parking suspension, public transit changes, and towing, among any other necessary transit-related measures, to ensure the continuous, safe, and secure movement of the Relay convoy through the City Jurisdiction and the execution of any Relay associated events.

7. Public Safety and Security. The City, through both City and law enforcement agencies under its jurisdiction, shall:

(1) assist LA28 in the development of the Relay route to account for local safety and security considerations;
(2) cooperate with LA28 to implement Relay security standards and participate in any local, federal, state, or LA28 security working group(s) established for the purpose of setting Relay security standards and developing Relay plans;

(3) integrate with, cooperate with, and assist other non-City public safety agencies, (e.g., federal and state police, highway patrol, etc.) into local Relay security planning;
(4) liaise with the LA28 Relay security function on any known or perceived security threats to the Relay and participate in Relay intelligence gathering and risk assessment activities;
(5) provide resources to ensure an agreed upon level of safety and security for spectators, the Relay convoy, and all Relay personnel;
(6) plan for and provide a law enforcement response capability in the event of any security incidents;
(7) provide law enforcement and other personnel for crowd control along the Relay route within the City Jurisdiction and at any associated event sites; and
(8) provide appropriate resources to facilitate the passage of the Relay convoy through the City Jurisdiction and implement measures to provide for the smooth movement of the Relay convoy on entry to and exit from the City Jurisdiction.

8. Ambush Marketing. City shall not enter into any sponsorship, marketing, merchandising or concessionaire, promotional or other commercial arrangements directly in connection with the Relay without prior written authorization of LA28 or the IOC.

8.1 Furthermore, City agrees to make reasonable efforts, as permitted by applicable law:

(1) to cooperate with LA28 and the IOC to prevent Ambush Marketing, including promptly notifying LA28 of any actual or suspected Ambush Marketing activities (and to assist LA28 and the IOC to effectuate prompt take-down of Ambush Marketing activities);
(2) to work to ensure that, to the extent permitted by law, the Relay route and the Relay event sites (including the Cauldron Lighting/Celebration site) are free of advertising or promotional material not otherwise approved by LA28 or the IOC (and to assist LA28 in selecting alternative routes/sites as appropriate to avoid proximity to such unsanctioned advertising/promotion in the event requested by LA28);
(3) to ensure that all facilities and equipment (e.g., barriers, tents, chairs, umbrellas, portable restrooms, concessionaire tents or vans, clothing of featured speakers and entertainers, etc.) provided by or for the City and used along the Relay Route or at Relay event sites (including the Cauldron Lighting/Celebration site), are free of all branding, advertising or other commercial messages;
(4) to implement adequate resources to prevent/cure/remedy, to the extent permitted by law, any Ambush Marketing activities, including the distribution of non-authorized product samples, premiums, promotional literature and other commercial materials in and adjacent to the Relay Route; and
(5) to not issue permits for street vending from locations along the Relay Route or at Relay event sites, except as agreed by LA28.

9. Relay Marketing and Promotion.

9.1 Marketing and Promotion. The City agrees to support the promotion of the Relay in order to ensure its success and its positive impact on the City, including by doing the following things, all with LA28's prior approval and coordination:

(1) plan and conduct Relay media events (e.g., milestone events and press conferences) and support LA28-coordinated Relay announcements;

(2) plan and implement a marketing and promotion plan for the Relay, including local advertising and community-based promotion with community-based organizations; and

(3) abide by applicable LA28 and IOC brand guidelines provided by LA28 and promptly comply with LA28 and/or IOC requests to remove, modify, correct, or otherwise amend any promotional or marketing materials issued by the City as needed.

9.2 Restricted Publicity and Marketing Rights. Except as expressly stated otherwise in this Agreement (in particular pursuant to Section 9.1 (Marketing and Promotion)) or in the CPG (in particular pursuant to the marketing and brand guidelines):

(1) the City shall not publicly disclose its relationship with LA28 and/or the IOC for promotional purposes or otherwise, to create an association, express or implied, with the International Olympic Committee, the Games or the Olympic Movement without the express prior written consent of LA28; and

(2) the City undertakes not to use "LA28", "Los Angeles 2028", Relay IP, LA28 Marks, Games logo or mascot of the 2028 Olympic Summer Games or any other LA28 identification or trademark, Olympic and Paralympic Marks, or any Olympic Properties as a reference or means of promotion or publicity, without the express prior written consent of LA28 and/or the IOC and/or the IPC.

10. City Use of Relay IP.

10.1 License. LA28 hereby grants to the City a non-exclusive, non-transferable, royalty-free, limited license (the "License") to use the Relay IP for non-commercial purposes subject to the terms and conditions described in this Agreement and the CPG. All rights, opportunities and approvals not expressly granted to the City by this Agreement and/or the CPG are reserved by LA28. The License will be in effect for a limited term commencing upon execution of this Agreement and terminating upon the conclusion of the Relay within the City Jurisdiction, unless LA28 (in its discretion) terminates or modifies the license term by notifying the City in writing (email to suffice). The City may use the Relay IP:

(1) only while the License is in effect;

(2) only within the United States of America;

(3) only in connection with the Relay and any associated Relay activities within the City Jurisdiction (the "Use");

(4) only in accordance with LA28's specifications, directions, and standards as stipulated by LA28 (including specifications, directions and standards specified in the CPG) to the City, as updated by LA28 in its sole discretion from time to time;

(5) in such manner so as to ensure that no association whatsoever, other than as strictly contemplated by the Use, is created between the Relay IP, LA28, the Games, the 2028 Paralympic Games, Team USA, Olympic Properties and/or the Olympic and Paralympic Movement, on the one hand, and any other entity, commercial or otherwise, on the other hand, without express written approval in advance (and in each instance) from an authorized representative of LA28 and/or USOPP, the IOC and/or the IPC (as applicable).

(6) in no way that utilizes the Relay IP or association to the Games with the intent to drive or derive revenue or fundraise;

(7) in no way that promotes activities not directly related to the Relay;

(8) only by the City's principal administrative office (i.e., Mayor's office or equivalent). The Relay IP shall not be inherited and/or used by other individual city departments/agencies, individual elected officials, or used on City materials (including, but not limited to, letterheads, emails signature blocks, business cards, professional/official titles, etc.), unless explicitly permitted by LA28;

(9) in no way that associates the Relay IP or the Games with any political purpose or issue or in connection with elections;

11. LA28 Usage of City IP. The City grants LA28 and/or the IOC and IPC a non-exclusive, royalty-free, worldwide license (with the right to sublicense) to use the City's name, logos, symbols, emblems, trademarks, service marks, and any images or likenesses of the City (collectively, "City IP") in any media, whether now known or later developed, in connection with the Relay and any related or associated events, activities, promotions, communications, or materials. This license includes the right to reproduce, display, distribute, adapt, modify, and create derivative works from the City IP, and to combine the City IP

with other content produced or authorized by LA28, the IOC and/or the IPC. The City represents that it has all rights necessary to grant this license.

12. Marketing and Brand Restrictions. The exchange of any value for the use of LA28 Marks, the Relay IP, the Olympic and Paralympic Marks and/or Olympic Properties with any entity that is not a Marketing Partner is strictly prohibited. The City further acknowledges and agrees that the City cannot utilize in a commercial manner any of the following protected terms: LA28, LA 2028, Los Angeles 2028, Olympic, Olympiad, Paralympic, Paralympiad, Citius Altius, Fortius, Team USA, America Espirito Sport Fraternite. Any funding source (e.g., civic funds, non-profit civic oriented entities, chambers of commerce, private individuals, etc.) utilized by the City in support of its delivery obligations under this Agreement shall comply with all the terms and conditions of this Agreement, the CPG, and the LA28 and IOC brand guidelines. For exemplary purposes, a non-exhaustive list of LA28 Marks and Olympic and Paralympic Marks are attached hereto as Addendum D.

13. Other Events. The City hereby confirms and undertakes, to the maximum extent of its authority, that no major public or private event, conference, or other meeting which could have an impact on the successful planning, organizing, financing and staging of the Relay (and any associated events) or its public and media exposure, will take place within the City Jurisdiction on the day the Relay is present within the City Jurisdiction, without the prior written approval of LA28.

14. Cooperation and Consultation. The parties hereby acknowledge that the successful staging of the Relay (and Cauldron Lighting/Celebration to the extent applicable) within the City Jurisdiction shall require cooperation and consultation between them at all times and that each Party shall make every effort to keep the other fully informed as to the progress of its plans, any particular difficulties encountered by a Party, any changes in plans, and without restricting the foregoing, any information which might affect the obligations of the other Party. However, City agrees that because LA28 has the overall responsibility for staging the Relay, the Cauldron Lighting/Celebration and all other aspects of the Relay within the City Jurisdiction are subject to the review and approval of LA28.

15. Special Requests. The City acknowledges that LA28 may from time to time request the City to carry out obligations or provide services which go beyond, or deviate from, the City's obligations and services set out herein. Such a request could result from a variety of circumstances, including circumstances which are unique to the City and which are not reflected in the Agreement (e.g., due to the exigencies of LA28's obligations related to the Relay). The City will use commercially reasonable efforts to carry out any such special requests or provide the services that form the subject of the request(s).

16. Standard Terms and Conditions. The Parties agree that the standard terms and conditions set forth in Addendum B ("Standard Terms and Conditions") are hereby incorporated into and made a part of this Agreement as if fully set forth herein.

17. Cauldron Lighting Terms and Conditions. The Parties agree that the terms and conditions set forth in Addendum A ("Cauldron Lighting Addendum") are hereby incorporated into and made a part of this Agreement as if fully set forth herein. In the event of any conflict between the terms of this Agreement and Addendum A, the terms of Addendum A shall control unless expressly stated otherwise.

[The remainder of this page has intentionally been left blank; signature pages and addendums follow]

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as of the date of signature of the Parties:

CITY OF SPRINGFIELD

By: _____
Jeff Schrag, Mayor
City of Springfield

Date: _____

LOS ANGELES ORGANIZING COMMITTEE FOR THE OLYMPIC AND PARALYMPIC GAMES 2028 d/b/a LA28

By: _____
John Harper
Chief Operating Officer

Date: _____

# ADDENDUM

ADDENDUM A
## CAULDRON LIGHTING ADDENDUM

ADDENDUM B
## STANDARD TERMS AND CONDITIONS

ADDENDUM C
## DEFINITIONS

ADDENDUM D
## LA28, OLYMPIC AND PARALYMPIC MARKS

# ADDENDUM A

CAULDRON LIGHTING ADDENDUM

1. Cauldron Lighting Site Support Services.

1.1 The Cauldron Lighting event shall be organized and operated by the City with the assistance of LA28. For the Cauldron Lighting, the City agrees, at its cost, to:

(1) subject to LA28 approval, procure a suitable event site and ensure the site is clean; free of commercial, political, social, and/or religious messaging, advertising, and signage; and in good operating order for the Cauldron Lighting;
(2) provide all necessary facilities and amenities necessary for the conduct of the event including stage, stage equipment, video screen, barricades, toilet facilities, lighting, security services, etc.;
(3) provide, at LA28's request, space at the Cauldron Lighting site for the conduct of LA28 activities;
(4) ensure that all commercial and non-commercial activities proposed for the Cauldron Lighting site are approved by LA28;
(5) plan and conduct a marketing and promotion campaign for the Cauldron Lighting subject to the terms and conditions of this Agreement, the CPG, and LA28 brand guidelines;
(6) ensure that the general public are permitted to enter the Cauldron Lighting free of charge;
(7) ensure there is no commercial messaging by speakers and entertainers other than those approved by LA28;
(8) provide a level of security and other services as required commensurate with the size, scale, and scope of the event and expected attendance; and
(9) identify an appropriate individual(s) to greet the flame on behalf of the City.

2. Marketing Partner Cooperation.

2.1 The City shall work with Marketing Partners in good faith to make space at the Cauldron Lighting site available for any Marketing Partner activities associated with the Relay, to the extent reasonably available in light of site, operational, and scheduling considerations.

3. Overnight Logistics.

3.1 The City shall support, at its cost, the overnight stay of the Relay convoy and Relay team by:

(1) assisting LA28 in identifying appropriate overnight parking area(s) for the Relay vehicles. Where such area(s) is managed by the City, provide such space at no cost to LA28 and, if owned by third parties, assist LA28 in procuring the parking area;
(2) where feasible, provide LA28 vehicles access to City-owned vehicle wash facilities and electric vehicle charging stations; and
(3) provide a security presence (onsite law enforcement or regular patrols) as agreed between LA28 and City at Relay hotels, parking sites, or areas with protected assets.

# ADDENDUM B

STANDARD TERMS & CONDITIONS

1. Term and Termination.

1.1 Term. The term shall commence upon full execution of this Agreement and terminate upon the full performance by the Parties of all their respective obligations hereunder, subject to any early termination permitted hereunder.

1.2 Termination With or Without Cause. LA28 may, in its sole discretion, terminate this Agreement and/or the Relay through the City Jurisdiction at any time for any or no reason, without any liability to LA28. In the event of such termination, LA28 will use reasonable efforts to coordinate with City and will provide City with written notice of the termination as soon as practicable.

1.3 Termination for Force Majeure. In the event of a Force Majeure Event which renders the Relay impossible within the City Jurisdiction, even with reasonable efforts to overcome such Force Majeure Event, either Party may terminate this Agreement upon written notice to the other Party, without any liability to either Party under this Agreement. For purposes of this Agreement, a "Force Majeure Event" shall mean any event prohibiting or delaying a Party's performance of its obligations under this Agreement (other than any obligation to pay or otherwise provide consideration) arising from or attributable to acts, events, omissions or accidents which are beyond the reasonable control of a Party, not occasioned by or based upon the fault or negligence of such Party, including flood, lightning, storm, fire, explosion, earthquake, subsidence, structural damage, epidemic, pandemic, or other natural physical disaster, war, military operations, riot, crowd disorder, terrorist action, civil commotion (or reasonable threat of any of the foregoing), failure or shortage of power supplies, ransomware attack, interruption of data networks, strike, lock-outs or other industrial action (other than strikes, lock-outs or other industrial action involving only the employees of the affected Party) and any legislation, regulation, ruling or omissions (including failure to grant any necessary permissions) of any relevant government, court or any competent national or international authority.

2. Confidentiality. The City will: (i) keep all Confidential Information in strict confidence and will not, without LA28's prior written consent, disclose any such Confidential Information to any person not expressly authorized by LA28 to review such Confidential Information other than for the performance of the City's obligations under this Agreement; and (ii) if the City is subject to the provisions of the California Public Records Act (Cal. Gov. Code §§ 7920 et seq.), the Freedom of Information Act (5 U.S.C. § 552 et seq.), or any equivalent legislation of general application in the City Jurisdiction, the City shall promptly notify and consult with LA28 regarding any relevant request received prior to making any disclosure of Confidential Information. In the event that LA28 (at its sole cost) seeks a protective order from a court of competent jurisdiction to restrict disclosure of any Confidential Information, the City shall not oppose such effort. Nothing in this Section (Confidentiality) shall restrict the City in its capacity as a governmental authority, including in connection with any public hearings, meetings, testimony, or written or oral reports necessary for the approval or administration of this Agreement. This Section shall survive for a period of five (5) years from the date of Agreement.

3. Insurance. Subject to each Party's right to self-insure, City agrees to provide LA28 with evidence of insurance as further described in this Section 3 from its insurance carrier(s) naming LA28 and LA28 Associated Parties (defined in Section 3.5 below) as additional insureds. All insurance required hereunder shall be written by reputable insurers accorded a rating by A.M. Best Company, Inc. of Excellent (A) or higher at the time of issuance of any policy pertaining to such insurance, subject to each Party's right to self-insure, and shall be subject to the terms and conditions contained herein.

3.1 During the terms of this Agreement, City and LA28 each agree to maintain an occurrence-based policy of liability insurance as follows:

a) Commercial General Liability Five Million Dollars (,000,000) per occurrence and in the aggregate, (including bodily injury, property damage, product liability, contractual liability and completed operations coverage).
b) Automobile Liability Insurance Two Million Dollars (,000,000) combined single limit.
c) Workers' Compensation as required by law or statute, and Employer's Liability Insurance Two Million Dollars (,000,000) for each employee/each accident/policy limit.
d) Property coverage to protect against loss of owned or rented equipment and tools brought onto and/or use in connection with the Agreement.
e) Excess coverage may satisfy the required limits provided coverage is as broad as the primary coverage.

3.2 Proof of Insurance. The City must provide written proof of the insurance coverage specified in Section 4 by no later than December 31, 2026, and thereafter upon the written request of LA28.

3.3 Notice of Cancellation. The City will ensure that all the insurance policies specified herein may not be cancelled without the insurer giving at least thirty (30) days' prior written notice to LA28.

3.4 Notification of Claim. The City agrees to notify LA28 within seven (7) business days of any claim made under any insurance coverage specified herein which relates directly or indirectly to LA28 or the LA28 Associated Parties. LA28 agrees to notify the City within seven (7) business days of receipt of any claim arising or alleged to arise out of the Relay or related Cauldron Lightings/Celebration within the City Jurisdiction.

3.5 All insurance required of the City hereunder shall: (a) provide that the coverage thereunder may not be canceled for reasons other than the nonpayment of premium unless thirty (30) days' written notice thereof is furnished to LA28; (b) be primary and not contributory for coverages affording additional insured coverage as required herein with respect to the City's obligations; (c) include Los Angeles Organizing Committee for the Olympic and Paralympic Games 2028 d/b/a LA28 and its subsidiaries and affiliates, United States Olympic and Paralympic Properties, LLC, United States Olympic and Paralympic Committee, International Olympic Committee, International Paralympic Committee, City of Los Angeles (where not explicitly precluded by law or any applicable City policy), State of California (where not explicitly precluded by law or any applicable City policy), and any other entities required by contract or law to be named as additional insured, in each case as provided in writing by LA28 to City in advance of the Relay (collectively "LA28 Associated Parties") as additional insureds; and (d) contain a waiver of subrogation with respect to each of LA28 and its subsidiaries and affiliates, and the LA28 Associated Parties, where allowed by law. To the extent the City retains any contractor or service provider for production delivery (or similar) services, the City shall ensure that such contractor(s) maintain commercially reasonable insurance policies applicable to the work and/or services with limits in amounts commensurate with the scope and scale of the production delivery services, subject to the terms contained in this Section 3.5, and in all cases, as required by law and subject to LA28's reasonable approval. Certificates of Insurance to LA28 shall be transmitted to coi@la28.org. Certificate Holder: LA28, c/o Finance/Risk, 1150 S. Olive Street, Los Angeles, CA 90015.

3.6 All insurance required of LA28 hereunder shall: (a) provide that the coverage thereunder may not be canceled for reasons other than the nonpayment of premium unless thirty (30) days' written notice thereof is furnished to LA28; (b) be primary and not contributory for coverages affording additional insured coverage as required herein with respect to LA28 obligations; (c) include the City as additional insured, where permitted by law, and (d) contain a waiver of subrogation with respect to the City where permitted by law. Certificates of Insurance to the City shall be transmitted to:

*City to provide instructions for submission of certificate*:

_____

_____

Certificate Holder: _____

_____

3.7 No Further Requirements. The Parties acknowledge and agree that the insurance requirements applicable to this Agreement are limited solely to those expressly set forth herein. Notwithstanding any provisions of law, regulation, or City policy to the contrary, no additional insurance requirements, coverages, or endorsements shall apply to LA28 unless expressly stated in this Agreement. The City expressly waives any other insurance requirements that it may generally impose or require of third parties, including, without limitation, those customarily required as a condition to the issuance of a permit, license, or other permission (without regard for local differences in terminology) by the City, to the extent such requirements are not expressly included in this Agreement.

4. Indemnification. Each Party agrees to defend, indemnify and hold the other (including the indemnified Party's officers, servants, and employees) harmless from all loss or liability for injury or damage, actual or alleged, to persons or property arising out of or resulting from the indemnifying Party's acts or omissions in the performance of this Agreement. City and LA28 agree that the indemnification obligations in this Agreement are a continuing obligation and shall survive termination of this Agreement.

5. Limited Liability. None of the Unrelated Parties shall incur any financial responsibility or liability of any kind or nature whatsoever in connection with or arising out of this Agreement or any subsequent agreement between the parties relating to the subject matter hereof and that the sole and exclusive recourse or remedy by City for any cause of action under this Agreement shall be against the assets of LA28 only; without limiting the foregoing, LA28 shall not be deemed to be an agency, instrumentality, joint venture, or agent of any Unrelated Party.

6. Time of the Essence. Time is of the essence of this Agreement. The Parties acknowledge that the time set for conducting the Relay cannot be changed (except by LA28). The Parties agree to notify each other as soon as practicable if either becomes aware of any condition that will affect timing of the Relay.

7. Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes any prior understandings and agreements between the Parties with respect thereto.

8. Severability. If any provision of this Agreement is determined to be void or unenforceable, in whole or in part, it shall not be deemed to affect or impair the enforceability or validity of any other provision of this Agreement, and any such void or unenforceable provision may be severed from this Agreement without affecting the remainder of the Agreement.

9. Conflicts of Interest. Each Party agrees to use its best efforts to ensure that its directors, officials, officers, employees, volunteers, contractors, advisors, and agents do not engage in any activity nor obtain any interest during the course of this Agreement that is likely to conflict or restrict the Party from performing its responsibilities in an ethical manner. To the extent a conflict of interest does arise, the respective Party shall reasonably alleviate such conflict.

10. Amendments and Waivers. No amendment to this Agreement will be valid or binding unless set forth in writing and duly executed by both Parties hereto, and any such amendment shall be subject to IOC Approval.

11. Subject to IOC Approval. This Agreement and amendments hereto are subject to IOC approval. Each Party agrees to use its reasonable commercial efforts to make any required amendments in a manner so as to obtain the IOC's approval.

12. Notices. Any demand, notice, or other communication to be given in connection with this Agreement, must be in writing and given by personal delivery, registered mail or e-mail addressed:

in the case of LA28, as follows:
Alex Merchan
1150 S. Olive Street, 7th Floor
Los Angeles, CA 90015
Email: alex.merchan@la28.org
With copies to: relay@la28.org and legal@la28.org

and in the case of the City, as follows:

Name: _____

Adress: _____

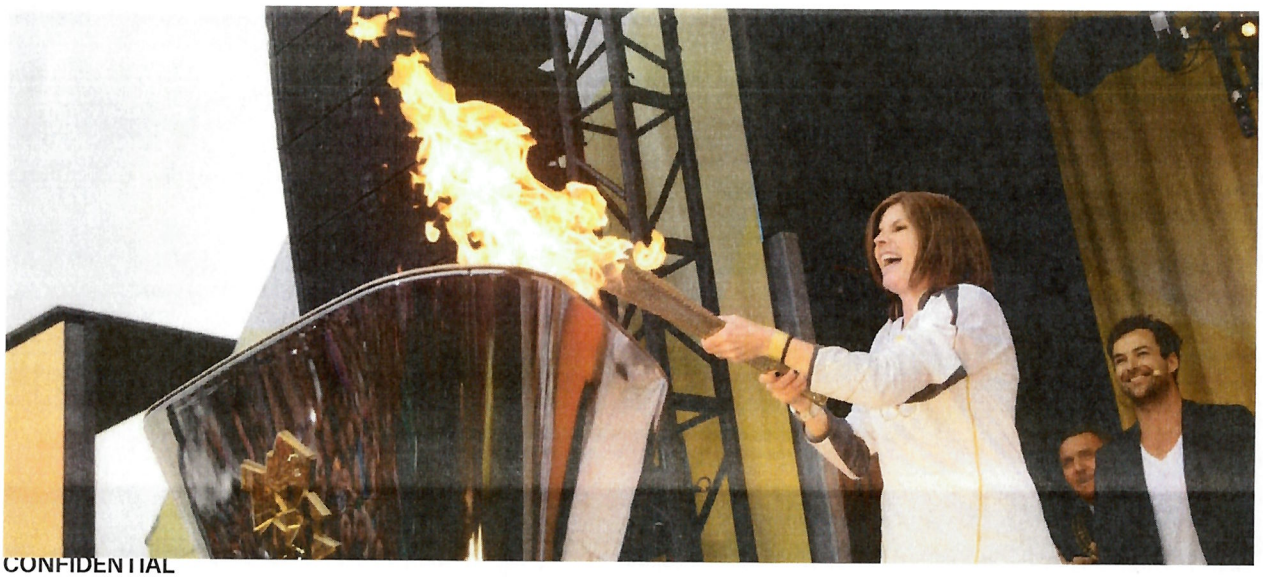
Email Address: _____

or to such other address, individual or e-mail as may be designated by notice given by either Party to the other.

13. Assignment. Except to the extent LA28 is required pursuant to a contractual obligation to assign any right or obligation to the IOC or IPC, the Parties may not assign their respective rights and/or obligations under this Agreement without the other Party's prior written consent.

14. Authority of City. The City represents and warrants that: (a) it has and will continue to have all necessary power and authority to enter into this Agreement and to perform its obligations hereunder; (b) the execution of this Agreement by it and the performance by it of its obligations hereunder have been duly authorized by all necessary action(s) and such authorization will continue to be in full force and effect through the term of this Agreement; (c) this Agreement has been duly executed and delivered by the City and is and will continue to be a valid and binding obligation of the City, enforceable against it in accordance with its terms, subject to bankruptcy and similar laws of general application relating to or affecting creditors' rights and to general equity principles; and (d) the execution, delivery and performance of this Agreement will not violate or conflict with any obligation, regulation, statute, or law, or result in breach or violation of any other agreement or instrument to which City is bound.

15. Binding Effect. This Agreement shall be binding on City's successors and permitted assigns and shall inure to the benefit of any successors and assigns of LA28.



# ADDENDUM C

DEFINITIONS

1. Definitions. In this Agreement, unless something in the subject matter or context is inconsistent therewith:

1.1 "Ambush Marketing" means any or all of the following: (1) any non-Games partner/sponsor company's use of creative means or efforts to generate any false association with the 2028 Games, whether through the use of protected Olympic Properties or not; (2) any non-Games partner/sponsor company's infringement of any Applicable Law, rule or regulation that protects the use of the Olympic Properties and other Olympic and Paralympic imagery and indicia; and (3) any other action, activity, support, and/or participation in activities that directly or indirectly interferes with, undermines, encroaches, compromises, curtails, infringes or ambushes, the legitimate marketing activities and rights of the 2028 Games sponsors and/or creates a commercial association with the 2028 Games without the authorization of LA28.

1.2 "Associated Parties" means IOC, IOC Affiliates, IPC, USOPC, USOPP, Sponsors, Official Providers, official LA28 licensees, Marketing Partners, ALEM International Management Inc., LA28, LA28 employees, contractors and employees and other LA28 designees.

1.3 "Cauldron Lighting" refers to a community event hosted by the City to celebrate the arrival of the Olympic Flame in the City staged at the end of the day. The event comprises of the arrival of the final torchbearer of the day, who will light a mini cauldron.

1.4 "Celebration" refers to a community festival-like event hosted by the City at the end of the day to celebrate arrival of the Olympic Flame in the City staged at the end of the day. A core component of the celebration is the arrival of the final torchbearer of the day, who will light a mini cauldron.

1.5 "City Jurisdiction" means the local government area under the jurisdiction of the organization constituted as the local governing authority for the City, including City, Municipality, Town, Village, District, County, or such other designation or title as may be applicable.

1.6 "Community Planning Guide" or "CPG" means the Torch Relay Community Planning Guide which will be provided by LA28 to City.

1.7 "Community Task Force" means the group established by the City to plan and coordinate all aspects of the City's participation in the Relay.

1.8 "Confidential Information" means all information and data disclosed by LA28 to the City which is identified as confidential at the time of disclosure or is reasonably identifiable as confidential, including this Agreement and the CPG (including, for avoidance of doubt, any emblems and graphics within) but excluding information which: (i) was publicly known at the time of disclosure; (ii) became publicly available after disclosure to the City without breach of this Agreement; (iii) was lawfully received by the City on a non-confidential basis from a source other than LA28; (iv) was within the City's possession prior to being furnished by LA28; or (v) is required to be disclosed by the City pursuant to judicial order or other compulsion of law (including public records or "Sunshine Act" laws), provided that the City will provide to LA28 prompt written notice of such order or requirement and complies with any protective order imposed on such disclosure.

1.9 "Games" means the 2028 Olympic Summer Games and the 2028 Paralympic Summer Games.

1.10 "IOC" means the International Olympic Committee.

1.11 "IOC Affiliates" means the Olympic Foundation for Culture and Heritage, IOC Television & Marketing Services SA, Olympic Channel Services SA, Olympic Channel Services S.L., Olympic Broadcasting Services SA, Olympic Broadcasting Services S.L. and their respective affiliates.

1.12 "IPC" means the International Paralympic Committee.

1.13 "LA28" means the Los Angeles Organizing Committee for the Olympic and Paralympic Games 2028.

1.14 "LA28 Marks" means any present or future trademark, service mark, copyrighted work or other intellectual property, including any logo, sport pictograms and/or mascot of LA28, the USOPP, and the

USOPC, including, without limitation, all trademarks, service marks, copyrighted works and other intellectual property of LA28, the USOPP, and the USOPC. For exemplary/demonstrative purposes, a non-exhaustive list of LA28 Marks are attached hereto as Addendum D.

1.15 "Marketing Partners" means those companies and organizations that are recognized by LA28 as associated with the Relay (i.e., Relay Sponsors or Presenting Sponsors). LA28 will provide written notification of Marketing Partners.

1.16 "Relay IP" means the Olympic Torch Relay Emblem and the city designation, as provided by LA28.

1.17 "Official Providers" means those companies and organizations that are recognized by LA28 as helping to fund and operate the Relay and are designated by LA28 as Providers of the Relay. LA28 will provide written notification of Official Providers.

1.18 "Olympic Flame" means the flame ignited in Olympia, Greece and travels through certain cities throughout the world and finally to Los Angeles for the Opening Ceremony of the 2028 Olympic Games.

1.19 "Olympic and Paralympic Marks" means any Olympic- or Paralympic-related symbols, emblems, marks, designations or terminology, including (a) the words "Olympic" and "Olympiad" and "Paralympic"; (b) the symbol of the IOC, consisting of five interlocking rings, and/or (c) the symbol of the IPC, consisting of three Agitos. For exemplary/demonstrative purposes, a non-exhaustive list of Olympic and Paralympic Marks are attached hereto as Addendum D.

1.20 "Olympic Properties" (as defined by the Olympic Charter (as available on the following link: www.olympic.org/documents/olympic-charter) and as periodically updated), including without limitation the Olympic symbol, flame, torches, emblem(s) such as Olympic Games emblems, trademark(s), theme(s), logo(s), mascot(s) and/or other designation(s).

1.21 "Olympic Torch Relay Emblem" means the official emblem for the Relay, as created by LA28 in its sole discretion.

1.22 "Relay Sponsors" means those sponsors that are recognized by LA28 as helping to fund and operate the Relay. LA28 will provide written notification of Relay Sponsors.

1.23 "Relay" means the Los Angeles 2028 Olympic Torch Relay, which commences in Olympia, Greece and travels through certain cities throughout the world and finally to Los Angeles for the Opening Ceremony of the 2028 Olympic Games.

1.24 "TOP Partners" means the group of companies selected by IOC as worldwide Olympic sponsors (within the TOP V Programme as referred to in Article 45(e) of the Host City Contract between the IOC and LA28). TOP Partners are listed on LA28's official website.

1.25 "Torch(es)" means the hand-held Olympic torch(es) used to transport the Olympic Flame in the Relay.

1.26 "Unrelated Parties" means the City of Los Angeles, the State of California, the IOC, IOC Affiliates, IPC, USOPC, USOPP, or any of their respective representatives.

1.27 "USOPC" means United States Olympic and Paralympic Committee.

1.28 "USOPP" means United States Olympic and Paralympic Properties.

"Photo Moment" refers to the event hosted by the City to celebrate arrival of the Relay in the City. The Photo Moment shall consist of a brief stop of the Relay at a strategic location (with local cultural, historic, or community significance) on the Relay route within the City Jurisdiction.

# ADDENDUM D

LA28, OLYMPIC AND PARALYMPIC MARKS

Below is a non-exhaustive list of LA28 Marks and Olympic and Paralympic Marks, included for demonstrative/reference purposes only.

LA28 Marks and Olympic and Paralympic Marks include, but are not limited to, (1) the name, "United States Olympic and Paralympic Committee"; (2) any of the following words: "Olympic," "Olympiad," "Citius Altius Fortius," "Paralympic," "Paralympiad," "Pan-American," "Parapan American," "America Espirito Sport Fraternite", or any combination of those words; (3) "Los Angeles 2028"; (4) "LA28"; (5) "TEAM USA"; (6) "OLYMPIAN"; (7) "MILANO CORTINA 2026"; (8) "ROAD TO LA"; (9) "GO FOR THE GOLD".

LA28 Marks and Olympic and Paralympic Marks also include, but are not limited to, team logos, various images, emblems, mascots, and other logos (like historical or heritage logos), including, but not limited to the following:

**Olympic Rings**

**Paralympic Agitos**

---

**TEAM USA Logos**

---

**TEAM USA Emblem**

**Pan-American Sports Organization Symbol**

Note: Framework for the LA28 emblem is the "L" and "28" with an "A" that varies in design

**Games Emblems**

---

**Mascots and Historical Logos**

CITY OF Springfield

## EXPLANATION TO COUNCIL BILL 2026-192 (HORTON)

**FILED:** 08/17/2026

**ORIGINATING DEPARTMENT:** Airport

**TITLE:** A special ordinance authorizing the City Manager, or designee, to apply for and accept a grant from the United States Department of Transportation, Federal Aviation Administration's Airport Improvement Program ("AIP") to the City, by and through the Springfield-Branson National Airport Board in an amount of $13,519,919, of which $6,120,000 of the grant portion was not budgeted, for the purpose of providing funds for the reconstruction of portions of Taxiways N, D, S and rehabilitation of Runway 14-32 and requiring the Airport to provide matching funds in the amount $1,502,214, of which $680,000 has not been budgeted; amending the budget of the Airport Board for fiscal year 2026-2027 in the amount of $6,800,000; and declaring that this Ordinance qualifies for approval in one reading pursuant to City Charter Section 2.16(25).

**PURPOSE:** Authorizing the City Manager, or designee, to apply for and accept a grant from the United States Department of Transportation, Federal Aviation Administration's Airport Improvement Program ("AIP"), to the City, by and through the Springfield-Branson National Airport Board in an amount $13,519,919, of which $6,120,00 of the grant portion was not budgeted, for the purpose of reconstruction of portions of Taxiways N, D, S and rehabilitation of Runway 14-32 and requiring the Airport to provide matching funds in the amount $1,502,214, of which $680,000 has not been budgeted; amending the budget of the Airport Board for fiscal year 2026-2027 in the amount of $6,800,000; and declaring that this Ordinance qualifies for approval in one reading.

**BACKGROUND INFORMATION:** The Airport received notification from the Federal Aviation Administration that it is eligible for $6,120,000 above and beyond programed entitlement dollars, for the purpose of reconstruction of portions of Taxiway N, D, S and rehabilitation of Runway 14-32. The agreement states that the Airport is to provide a 10% match, $1,502,214, of which $680,000 has not been budgeted.

**Submitted By:** Joy Latimer, Assistant City Attorney

**Authorized for inclusion on the agenda pursuant to City Code section 2-33:**
Collin Quigley, Deputy City Manager 08/25/2026

**Attachments:**
1. AIP 2026
2. BA_Airport_AIP Discretionary_103791 BA0015

One rdg. X
P. Hrngs. _____
Pgs. _____
Filed: 09-01-26

Sponsored by: Horton

First Reading:_____ Second Reading:_____

COUNCIL BILL 2026-192 SPECIAL ORDINANCE _____

AN ORDINANCE

AUTHORIZING the City Manager, or designee, to apply for and accept a grant from the United States Department of Transportation, Federal Aviation Administration's Airport Improvement Program ("AIP") to the City, by and through the Springfield-Branson National Airport Board in an amount of $13,519,919, of which $6,120,000 of the grant portion was not budgeted, for the purpose of providing funds for the reconstruction of portions of Taxiways N, D, S and rehabilitation of Runway 14-32 and requiring the Airport to provide matching funds in the amount $1,502,214, of which $680,000 has not been budgeted; amending the budget of the Airport Board for fiscal year 2026-2027 in the amount of $6,800,000; and declaring that this Ordinance qualifies for approval in one reading pursuant to City Charter Section 2.16(25).

_____

WHEREAS, the City, by and through the Springfield-Branson National Airport Board (the "Airport Board"), has received approval from the United States Department of Transportation, Federal Aviation Administration for $13,519,919 in grant relief as part of its Airport Improvement Program ("AIP"), on a grant application made by the Airport Board; and

WHEREAS, this amendment to the budget for the City of Springfield, Missouri for the fiscal year 2026-2027 has been approved and recommended by the City Manager of Springfield; and

WHEREAS, the United States Department of Transportation, Federal Aviation Administration and the City desire to enter into an agreement to govern the terms of this grant.

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

Section 1 – City Council hereby authorizes the City Manager, or his designee, to apply for and accept grant funds from the United States Department of Transportation, Federal Aviation Administration, in the amount of $13,519,919 in grant relief as part of its Airport Improvement Program (AIP), and to execute the agreement between the City and the United States Department of Transportation, Federal Aviation Administration, said agreement to be substantially in form and content as approved by the City Attorney.

Section 2 – City Council hereby amends the budget for Fiscal Year 2026-2027 of the Springfield-Branson National Airport Board in the accounts and in the amounts as shown on Budget Adjustment No. 0015, a copy of which is attached hereto and incorporated herein by this reference as "Exhibit A."

Section 3 – City Council hereby finds that the budget adjustment made above has been recommended by the City Manager and the Airport Board and further finds that the budget adjustment herein is necessary to meet the need for relevant public expenditure.

Section 4 – 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. In the event additional funding is provided under this grant by the grantor, the Director of Finance is hereby authorized to adjust this appropriation by an amount not to exceed 20 percent of the total grant sum not to exceed $13,519,919.

Section 5 – City Council hereby finds and declares that this Ordinance authorizes entering into a contract with a state or federal government agency for the purpose of receiving grant monies from the same and may be passed as a one-reading ordinance pursuant to City Charter Section 2.16(25). 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

CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Exhibit A

Budget Adjustment
0015

Revenues:

| Fund | Dept | Org | Account | P&G | Location | Amount | Description |
|---|---|---|---|---|---|---|---|
| 51130 | 01 | 40020 | 416010 | 103791 | 00000 | 6,120,000.00 | Airport Improvement Program grant revenue |
| Net Revenue Adjustment | | | | | | 6,120,000.00 | |

Expenditures:

| Fund | Dept | Org | Account | P&G | Location | Amount | Description |
|---|---|---|---|---|---|---|---|
| 51130 | 01 | 40020 | 509110 | 103791 | 00000 | 6,120,000.00 | Airport Improvement Program grant expense for construction |
| 51150 | 01 | 40020 | 509110 | 103791 | 00000 | 680,000.00 | Local match expense for construction |
| Net Expenditure Adjustment | | | | | | 6,800,000.00 | |

Fund Balance Appropriation:

| Fund | | Title | Amount |
|---|---|---|---|
| 51150 | 01 | Airport Capital Reserve Fund | (680,000.00) |
| | | | |
| | | | |
| | | | |

Explanation: Amend the FY2026-2027 budget of the Airport in the amount of $6,800,000 for construction expense. A grant from the Federal Aviation Administration will provide $6,120,000 and the Airport will provide $680,000 as required matching funds.

Requested By:

08/17/26
Department Head Date

Approved By:

08/17/26
Director of Finance Date

City Manager Date

Authorization:

Council Bill No. 2026-192
Ordinance No.
1st Reading
2nd Reading
Journal Imp No.

CITY OF Springfield

## EXPLANATION TO COUNCIL BILL 2026-193 (HORTON)

**FILED:** 08/19/2026

**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 0.51 acres of property generally located at 520, 528, and 536 West Locust Street from R-SF, Single-family Residential District, to R-MX2, Mixed-density Neighborhood - Medium District; and adopting an updated Official Zoning Map. (By: KDR Real Estate, LLC; 520, 528 & 536 West Locust Street; Z-18-2026.)

**PURPOSE:** To amend Chapter 36, Article 4, Section 4.01B, 'Official zoning map,' by rezoning approximately 0.51 acres of property generally located at 520, 528, and 536 West Locust Street from R-SF, Single-Family Residential District to R-MX2, Mixed Density Neighborhood – Medium District. (Staff and Planning and Zoning Commission recommend approval.)

**BACKGROUND INFORMATION:** ZONING CASE NUMBER Z-18-2026

The applicant is requesting to rezone approximately 0.51 acre of property generally located at 520, 528 & 536 West Locust Street from R-SF, Single-Family Residential District to R-MX2, Mixed Density Neighborhood – Medium District. The applicant intends to build a small lot apartment.

**REMARKS**:The Planning and Zoning Commission held a public hearing on August 13, 2026, and recommended approval, by a vote of 8 to 0 with an amendment to restrict any buildings to a maximum height of 35 feet and 2 stories.

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 Center City Neighborhood placetype.

2. This application is consistent with the Center City Neighborhood placetype that lists low-intensity multifamily as a supporting land use.

3. Center City Neighborhoods consist of housing of varying conditions, age, affordability, and vacancies. Opportunities for infill development are pursued

where appropriate, diversifying the housing stock. Much of the housing stock uses traditional stick-framed construction with lap siding or masonry veneer. Elevated porches with columns and stoops are focal points common to homes in these areas. Infill can include higher density residential development that should blend with the surrounding character. Vacant and underutilized properties are considered for new uses, such as pocket parks, community gardens, or small neighborhood commercial nodes as well as housing.

4. 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 approximately 10 units per acre to Apartment—Medium Lot building types at approximately 40 units per acre.

5. 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.

6. The property will have to meet the residential design standards and frontage types, access and parking, landscaping and buffering, and any subdivision activity needed to match the proposed R-MX2 District.

7. This application advances the public interest by allowing a development opportunity where absorption of underserved housing, employment, sales, and service, can be accommodated.

8. 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.

9. There are few changing conditions in the area affected that make the proposed rezoning necessary.

10. The range of uses in the proposed R-MX2 district is compatible with the uses permitted on other property in the immediate vicinity.

11. 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.

12. 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.

13. 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.

14. 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 Center City Neighborhood placetype and on the finding of facts.

**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 08/26/2026

**Attachments:**
1. Z-18-2026 520, 528, and 536 West Locust Street
2. Z-18-2026_exhA
3. Z-18-2026_exhB
4. Z-18-2026_exhC

One-rdg. _____
P. Hrngs. X
Pgs. _____
Filed: 09-01-26

Sponsored by: Horton

First Reading: _____ Second Reading: _____

COUNCIL BILL 2026-193 GENERAL ORDINANCE _____

AN ORDINANCE

AMENDING Chapter 36, Article 4, Section 4.01B of the Land Development Code, 'Official Zoning Map,' by rezoning approximately 0.51 acres of property generally located at 520, 528, and 536 West Locust Street from R-SF, Single-family Residential District, to R-MX2, Mixed-density Neighborhood - Medium District; and adopting an updated Official Zoning Map.

WHEREAS, an application has been filed for a zoning change of the property generally located at 520, 528, and 536 West Locust Street from R-SF, Single-family Residential District, to R-MX2, Mixed-density Neighborhood - Medium District; and

WHEREAS, following proper notice, the Planning and Zoning Commission held a public hearing on August 13, 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 with an amendment restricting any buildings to a maximum height of 35 feet and 2 stories; 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 520, 528, and 536 West Locust Street and described in "Exhibit A," which is attached hereto and incorporated herein by this reference, is hereby rezoned from R-SF, Single-family Residential District, to R-MX2, Mixed-density Neighborhood - Medium District, with the condition limiting all

buildings to a maximum height of 35 feet and 2 stories. 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

All of Lots 1, 2, and 3 of Dawn's Place, a replat of Lot 1 DGOG's Subdivision, Springfield, Greene County, Missouri.

**EXHIBIT B**
**RECORD OF PROCEEDINGS**
**Planning and Zoning Commission – August 13, 2026**

Z-18-2026
520, 528 & 536 West Locust Street
**Applicant:** KDR Real Estate, LLC

Daniel Neal stated that this is a request to rezone approximately 0.51 acre of property from R-SF, Single-Family Residential District to R-MX2, Mixed Density Neighborhood – Medium District.

Commissioner Doennig opened the public hearing.

Mr. Mark Young, 928 N. Farm Road 75, expressed appreciation for new development standards but noted the challenge of managing costs for middle-class housing and stating the half-acre site was previously 3 single-family lots and proposing a 2-story, 8-unit apartment building (4 one-bedroom at 500 sq ft, 4 two-bedroom at 700 sq ft). Ground floor units would be handicap accessible or convertible. No elevator planned. He highlighted the site's walkability to amenities like groceries, restaurants, parks, and schools He also confirmed the building would be 2 stories with a peaked roof.

Commissioners Scott and Pauly raised concerns about potential building height (R-MX2 allows up to 4 stories/55 ft) given nearby single-family homes. Daniel Neal clarified that site constraints (e.g., existing detention basin) might naturally limit the density, and the applicant was likely aiming for 2-3 stories but conditions on height could be considered.

Commissioner Morris asked about parking and Mr. Young noted the 8-unit project with a mix of one and two-bedroom apartments, is to provide 12 parking spaces, which includes one handicapped spot. This meets the requirement of 1.5 spaces per unit.

Commissioner Doennig closed the public hearing.

**COMMISSION ACTION: (amend)**
Planning and Zoning Commissioner Scott moved to amend to a maximum height of 35 feet and 2 stories. Commissioner Hunton seconded the motion. The amendment **Passed** with the following votes: Ayes: Commissioner Doennig, Commissioner Scott, Commissioner Gunther, Commissioner Pauly, Commissioner McClure, Commissioner Hunton and Commissioner Morris. Nays: Commissioner Souliere. Absent: Commissioner Jacquez. Abstain: None.

**COMMISSION ACTION:**
Planning and Zoning Commissioner Souliere moved to approve Z-18-2026. Commissioner Morris seconded the motion. The item **Passed** with the following votes: Ayes: Commissioner Doennig, Commissioner Scott, Commissioner Gunther, Commissioner Pauly, Commissioner McClure, Commissioner Souliere, Commissioner Hunton and Commissioner Morris. Nays: None. Absent: Commissioner Jacquez. Abstain: None.

Bob Hosmer, AICP
Planning Manager

# DEVELOPMENT REVIEW STAFF REPORT

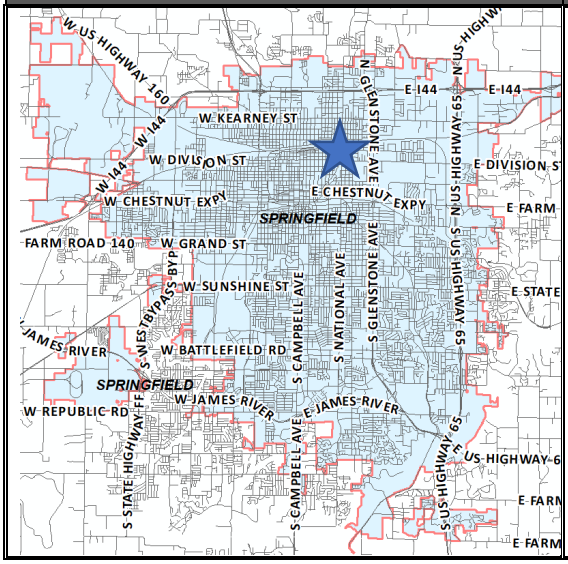
## PROJECT INFORMATION

| | |
|---|---|
| **Case Number:** | Z-18-2026 |
| **Location:** | 520, 528 & 536 West Locust Street |
| **Total Acres:** | 0.51 acre |
| **Applicant:** | KDR Real Estate, LLC |
| **Existing Land Use:** | Vacant/undeveloped land |
| **Neighborhood Meeting:** | July 23, 2026 |
| **Planning and Zoning Commission:** | August 13, 2026 |
| **City Council:** | September 8, 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-18-2026 (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 0.51 acre of property generally located at 520, 528 & 536 West Locust Street from R-SF, Single-Family Residential District to R-MX2, Mixed Density Neighborhood – Medium District.

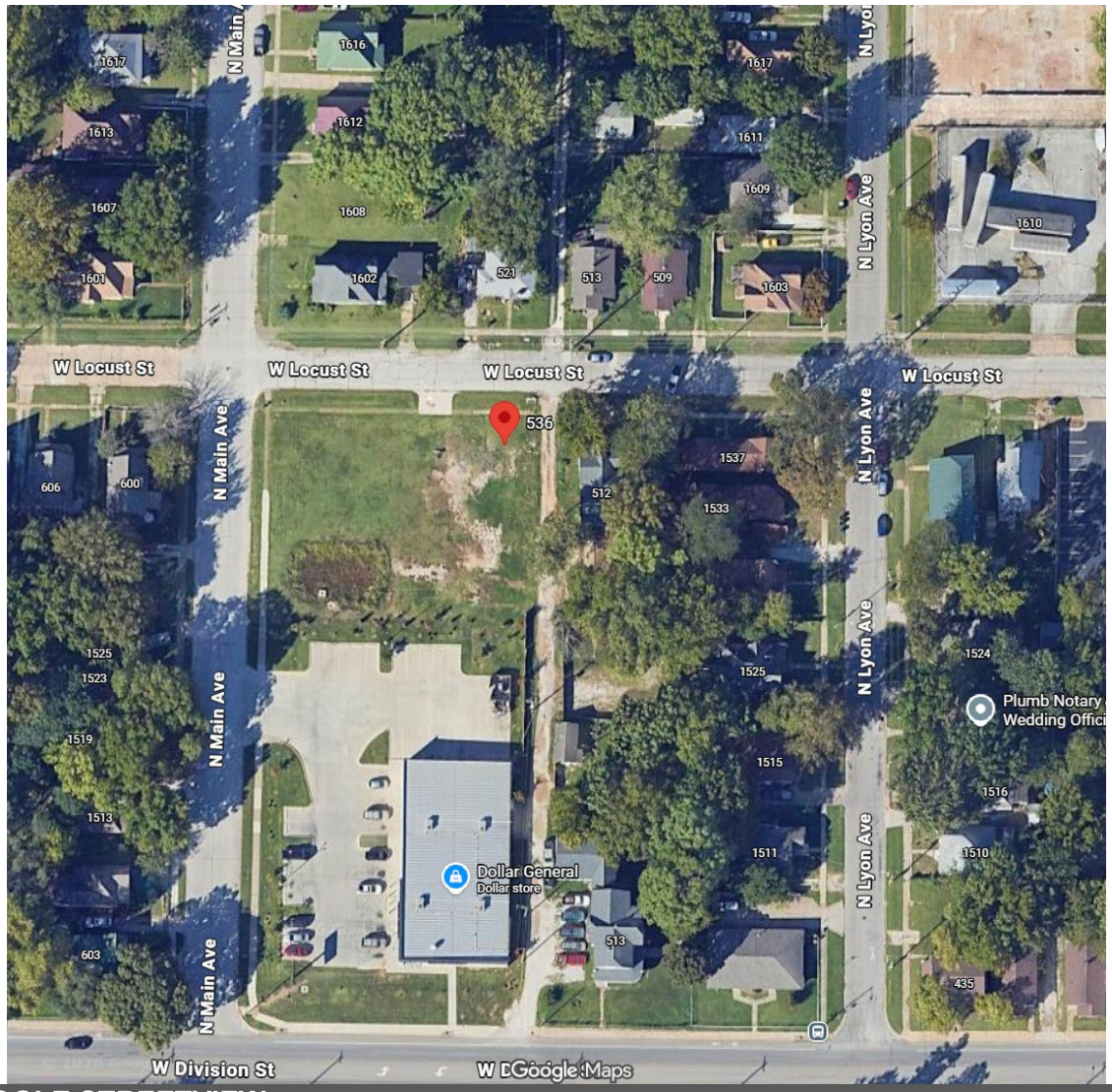
**LOCATION MAP**




**ZONING MAP**

# DEVELOPMENT REVIEW STAFF REPORT

## GOOGLE AERIAL OF LANDMARKS, BUSINESSES, AND ATTRACTIONS:




## GOOGLE STREETVIEW:

# DEVELOPMENT REVIEW STAFF REPORT

## PROPERTY HISTORY:

The subject property was annexed into the City in 1886. It was originally zoned R-SF as part of the 1995 Citywide rezoning. The 2006 Citywide rezoning left the zoning as R-SF as part of a legacy district.

## 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.

## ZONING ORDINANCE REQUIREMENTS:

| CODE ITEM | REQUIREMENTS FOR R-MX2 |
|---|---|
| Lot Width Minimum | 50 feet |
| Building Setbacks | 15-25 feet front, 5 feet side, and 10 feet rear |
| Maximum Height | 55 feet/4 stories or 65 feet/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 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 5-1: Residential Building & Lot Standards**

| *Building Type* | *Zoning Districts* P = Permitted C = CUP | | | | | # of Principal Dwelling Units Per Lot | *Lot Standards* | | | | | *Building Standards* | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | R-SF | R-MX1 | R-MX2 | R-MX3 | R-MHC | | Minimum Lot Area | Maximum Lot Area [4] | Minimum Lot Width | Maximum Lot Width [4] | Minimum Open Space | Maximum Height [3] | *Minimum Setbacks* Front [2] | Side | Rear |
| **Detached House** – *Standard Lot* | P | P | | | | 1 | 6K s.f. | n/a | 50' | 50' + | 30% | 35' 2.5 stories | 25' | 5' | 10' |
| **Detached House** – *Urban Lot* | | P | P | | P | 1 | 4K s.f. | n/a | 35' | 50' [1] | 30% | 35' 2.5 stories | 25' | 5' | 10' |
| **Detached House** – *Small-format* | C | C | P | P | P | 1 | 2K s.f. | n/a | 25' | 35' [1] | 30% | 25' 2 stories | 25' | 5' | 10' |
| **Detached House** – *Manufactured* | | | | | P | 1 | 2K s.f. | n/a | 25' | 35' | 30% | 25' 2 stories | 25' | 5' | 10' |
| **Duplex / Multi-unit House** | | P | P | P | | 2 - 4 | ~~6K~~ 3K s.f. / unit min. | 12K s.f. | 50' | n/a [1] | 20% | 35' 2.5 stories | 25' | 5' | 10' |
| **Townhouse** – *Large Lot* | | P | P | P | | 3 - 6 | 2.4K s.f. / unit min. | 20K s.f. | 20' / unit | 150' | 20% | 40' 3 stories | 15' - 25' | 5' | 10' |
| **Townhouse** – *Small Lot* | | C | P | P | | 3 - 8 | 1.5K s.f./ unit min. | 16K s.f. | 14' / unit | 125' | 20% | 40' 3 stories | 15' – 25' | 5' | 10' |
| **Apartment** – *Small Lot* | | | P | P | | 3 - 12 | 1.5K s.f./ unit min. | 20K s.f. | 50' | 150' | 20% | 55' 4 stories | 15' - 25' | 5' | 10' |
| **Apartment** – *Medium Lot* | | | P | P | | 13 - 40 | 1.5K s.f. / unit min. | ¼ block | 100' | 200' | 20% | 65' 5 stories | 15' – 25' | 5' | 10' |
| **Apartment** – *Large Lot* | | | | P | | 13 + | 1.1K s.f./ unit min. | ½ block | 100' | 300' | 20% | n/a | 15' – 25' | 5' | 25' |
| **Apartment** – *Complex* | | | | P | | 17.7 du/ac. | 8.5K s.f.min./ 2.45 K s.f./ unit min. | n/a | 100' | n/a | 30% | 40' 3 stories | 25' | 5' | 25' |
| **Civic / Institutional Buildings** *(permitted nonresidential uses)* | P | P | P | P | P | n/a | 20K | n/a | n/a | 200' | 40% | 40' 3 stories | 25' | 25' | n/a |

[1] Smaller or narrower lots may require between 5' and 10' additional width on corner lots to allow proper building placement and orientation according to Section 36-5.03.C.2.

[2] Front setbacks may be modified on a block-by-block basis, subject to the frontage design standards in Section 36-5.04.B.

[3] 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.

[4] See Section 36-5.03.C.

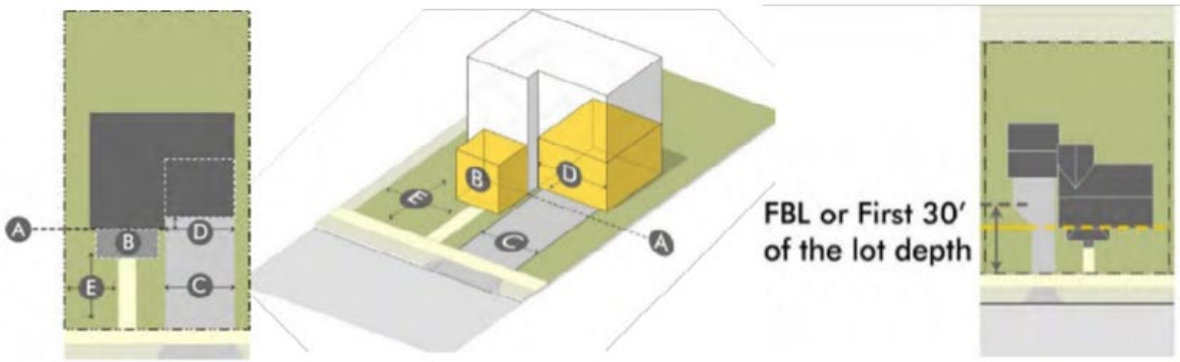



*Figure 5-5 Frontage Design Standards*

*This diagram illustrates the key elements of frontage design in Table 5-3: (A) front building line; (B) front entry features, (C) driveway widths (applies to the first 30' of frontage depth or up to the front building line); (D) garage limitations, and (E) frontage landscape/open space areas. These elements determine the relationship between the building, the lot, and the streetscape, and affect the character of the area when applied across multiple lots on a block.*

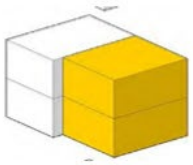
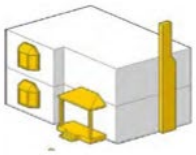
**Table 5-3: Residential Frontage Types & Design Standards**

| Frontage Element | | Terrace Frontage | Neighborhood Frontage | Suburban Frontage |
|---|---|---|---|---|
| Front Building Line | | 10' – 25' | 25' – 50' | 25' + |
| Front Entry Feature | | Required, See Section 36-5.04.B.2 | Required, See Section 36-5.04.B.2 | Optional |
| Maximum Driveway Width | | 15% of lot width, not less than 12', but no more than 22' for the first 30 feet of lot depth | 25% of lot width, not less than 12', but no more than 22' for the first 30 feet of lot depth | 40% of lot width, not less than 12', but no more than 22' for the first 30 feet of lot depth |
| Garage Limitations | | ▪ 20% of facade;<br>▪ 35% if 12'+ behind FBL<br>▪ Setback at least 4 feet behind front building façade | ▪ 40% of facade;<br>▪ 45% if 12'+ behind FBL<br>▪ Setback at least 4 feet behind front building façade | ▪ Setback at least 4 feet behind front building façade |
| Frontage Landscape | | 75% minimum | 60% minimum | 45% minimum |
| Application | R-SF | □ | ■ | □ |
| | R-MX1 | □ | ■ | □ |
| | R-MX2 | ■ | □ | |
| | R-MX3 | ■ | □ | |
| | R-MHC | | ■ | □ |

■ Permitted default standard

□ Alternative standard to be applied based on context through Minor Modification. Blank is only applicable through a Major Modification.

**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 blank 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; | | | 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%<br>*Secondary* – 20-30% (limit 2)<br>*Accent* – 5-15%<br>Limit – 5 materials total | | *Primary – 55-80%*<br>*Secondary – 20-30%*<br>*Accent – 5-15%*<br>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 properties within the Center City Neighborhood placetype.

Center City Neighborhoods are Springfield's oldest residential neighborhoods, dating to before WWII. They are typically characterized by a diverse range of single-family homes with varying architectural styles, setbacks, compact and shared spaces and parcel sizes. Center City

neighborhoods historically had small scale neighborhood supporting retail services provided at key intersection, streetcar routes, and neighborhood centers. These building types and commercial uses were integrated into the neighborhood fabric. Most Center City Neighborhoods follow a gridded block pattern with alleys, tree-lined streets, and a well-connected sidewalk network that allows residents to walk to nearby neighborhood amenities. Due to their compact form and proximity to urban centers, these neighborhoods are places where residents should reasonably be able to walk, bike, or ride transit to meet some of their educational, employment, shopping, and recreational needs. Center City Neighborhoods are also integrated with key cultural and institutional uses, such as schools and places of worship that serve surrounding residents. Center City Neighborhoods consist of housing of varying conditions, age, affordability, and vacancies. Opportunities for infill development are pursued where appropriate, diversifying the housing stock. Much of the housing stock uses traditional stick-framed construction with lap siding or masonry veneer. Elevated porches with columns and stoops are focal points common to homes in these areas. Infill can include higher density residential development that should blend with the surrounding character. Vacant and underutilized properties are considered for new uses, such as pocket parks, community gardens, or small neighborhood commercial nodes as well as housing. The creation of neighborhood-scale commercial should focus on the incorporation of context sensitive designs and low intensity uses to ensure integration into the surrounding area. These low intensity uses could include dining, personal services, office, and essential goods. These nodes could be located along historic streetcar routes or higher classification roadways on the edges of the neighborhood. Priority is given to the pedestrian environment to foster a walkable neighborhood. Planning for Center City Neighborhoods should strive to improve infrastructure and support the building types and uses that make these neighborhoods more complete, diverse, and accessible to residents.

PRIMARY USES

1. Single-family detached

SUPPORTING USES

1. Single-family attached
2. Low-intensity multifamily
3. Low-intensity, neighborhood commercial
4. Parks, greenways, and open space
5. Public and private schools and places of worship
6. Low-intensity urban agriculture

CHARACTERISTICS TRANSPORTATION & INFRASTRUCTURE

1. 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.
2. 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.
3. 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.

4. Alleys provide pedestrian connections, alternative access to rear yards, detached garages, and other approved accessory uses.
5. Sense of place and identity is enhanced through neighborhood organization efforts, preservation and planting trees, neighborhood identification signs, and traffic calming improvements that double as streetscape elements.
6. 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.
7. Major entrances into neighborhoods are marked by identification signs and landscaping.

URBAN DESIGN - BUILDING AND SITE TYPOLOGY - Urban design characteristics that apply to both Center City and Traditional Neighborhoods include:

1. The main entrances of new residential developments are oriented towards the primary street.
2. Preservation and adaptive reuse of neighborhood schools and surplus buildings are encouraged.
3. When appropriate, adaptive reuse of residential structures for low-intensity, neighborhood-scale nonresidential uses, including missing middle housing types, is encouraged at neighborhood nodes and along edges.
4. Accommodations are made to allow expanded home occupations, without detracting from the character of the neighborhood, being conscious of changing trends and advances in technologies.
5. New and infill buildings maintain the proportions and architectural features common in the existing block.
6. When commercial buildings are located within or adjacent to the neighborhood, they are oriented to the street, focus on pedestrian-scale, and provide limited vehicle parking.

Center City Neighborhood Urban design characteristics unique to Center City Neighborhood character area include:

1. Residential subdivisions are designed and platted in more conventional layouts with shorter blocks.
2. Lots have a variety of widths, depths, and setbacks creating unique identity from neighborhood to neighborhood.
3. While not as common, attached and detached garages provide limited parking options and create a greater demand for on-street parking.
4. Garages reflect the architectural style and scale of the primary buildings and are often setback well behind the front facade.
5. Driveways are often accessed from the rear alley and are shared or absent in exchange for sidewalks to the front door or porch, which provides increased on-street parking opportunities.
6. Properties and neighborhoods eligible for local historic designation are continually identified and preserved.
7. Key corridors that offer transit and other multimodal, trail, or greenway connections can be enhanced with increased housing and neighborhood scale services, shops, and dining.

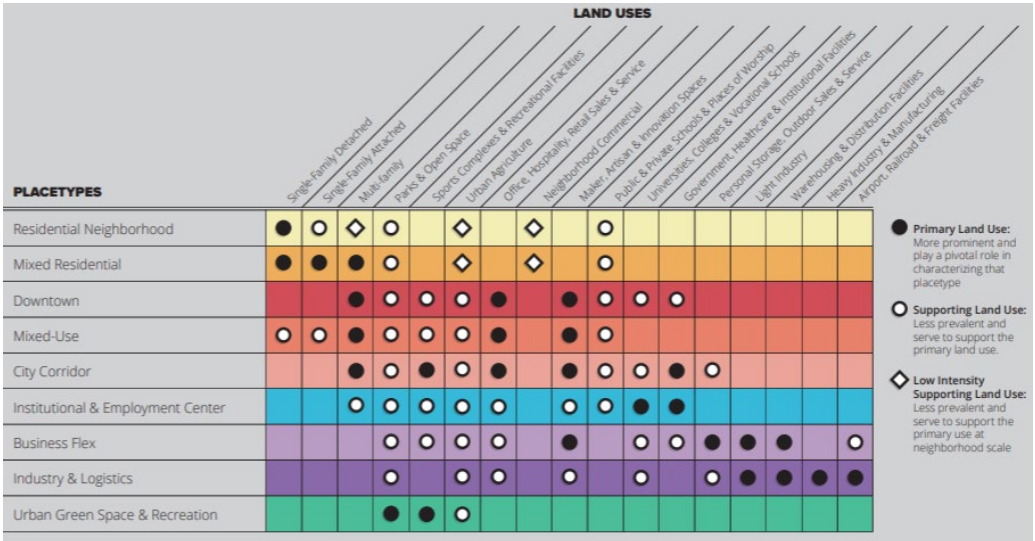
8. Low-impact, neighborhood-scale commercial uses should be considered at locations where community facilities and amenities or other informal neighborhood hubs already exist, at former streetcar stops, along the edges of the neighborhood or at other significant neighborhood destinations.
9. Neighborhood parks, community centers, greenway or trailheads, museums, gardens, schools, and churches can serve as anchors for neighborhood commercial hubs.

Transitions:

1. 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.
2. Lower density residential uses are sufficiently screened and buffered between higher density housing and nonresidential uses.
3. The design of higher density residential uses integrated into the Residential Neighborhood Placetype should complement the scale and character of the surrounding neighborhood. Attention should be given to building height, orientation, architectural style, and setback to ensure the existing neighborhood character is retained.

# 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 | R-SF | GC | R-MX2 | R-SF |
| LAND USE | Single-family residential uses | Retail uses | Multi-family residential uses | Single-family residential uses |
| PLACETYPES | Center City Neighborhood | Center City Neighborhood | Center City Neighborhood | Center City Neighborhood |

DEPARTMENT OF BUILDING DEVELOPMENT SERVICES:

No comments on rezoning.

CITY UTILITIES:

No issues with proposed rezoning.

DEPARTMENT OF ENVIRONMENTAL SERVICES WASTEWATER MANAGEMENT DIVISION:

No objection to rezoning. Public sewer is available to each lot.

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** | W Locust Street | Local | City | 25 | 30 | NA | Yes | Yes | Yes |
| **Street 2** | N Main Avenue | Local | City | 25 | 30 | NA | Yes | Yes | Yes |

**ACCESS** - All proposed driveway approaches shall comply with current City of Springfield standards for the street classification.

**TRAILS, BUS STOPS, AND ADDITIONAL INFORMATION** - There are no Greenway Trails near this property. There are bus stops south of this property on Division Street.

**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 |
|---|---|---|---|---|---|---|
| **520 W Locust St** | Jordan Creek Lower Branch | No | No | No | No | No |

# DEVELOPMENT REVIEW STAFF REPORT

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. Dawns Place Lots 1-3 and Dgogs Sub Lot 1 (520, 528, 536 W Locust St) currently drain to W Locust St right-of-way. The detention basin on 536 W Locust St was designed and constructed for the development of 529 W Division St and did not provide for future development of the Dgogs Sub Lot 1. After rezoning is completed and the lots combined the future development will increase impervious area and require a stormwater control measure for flood control.
a. The modification of the existing detention basin will require it to meet the current flood control requirements under Chapter 96 and Flood Control and Water quality Protection manual.

**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.

**FLOODPLAIN**

N/A

**NATURAL CHANNEL & STREAM BUFFERS**

N/A

**SINKHOLES & KARST FEATURES**

N/A

## STAFF ANALYSIS AND RECOMMENDATION:

1. The applicant is requesting to rezone approximately 0.51 acre of property generally located at 520, 528 & 536 West Locust Street from R-SF, Single-Family Residential District to R-MX2, Mixed Density Neighborhood – Medium District. The applicant intends to build a small lot apartment.

2. The *Comprehensive Plan's Land Use & Development* chapter identifies the subject property within the Center City Neighborhood placetype.

3. This application is consistent with the Center City Neighborhood placetype that lists low-intensity multifamily as a supporting land use.

4. Center City Neighborhoods consist of housing of varying conditions, age, affordability, and vacancies. Opportunities for infill development are pursued where appropriate, diversifying the housing stock. Much of the housing stock uses traditional stick-framed construction with lap siding or masonry veneer. Elevated porches with columns and stoops are focal points common to homes in these areas. Infill can include higher density residential development that should blend with the surrounding character. Vacant and underutilized properties are

considered for new uses, such as pocket parks, community gardens, or small neighborhood commercial nodes as well as housing.

5. 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 approximately 10 units per acre to Apartment-Medium Lot building types at approximately 40 units per acre.

6. 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.

7. The property will have to meet the residential design standards and frontage types, access and parking, landscaping and buffering, and any subdivision activity needed to match the proposed R-MX2 District.

8. This application advances the public interest by allowing a development opportunity, where absorption of underserved housing, employment, sales, and service, can be accommodated.

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-MX2 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.

16. The proposed rezoning was reviewed by City departments and comments are contained in the staff report (above).

17. The applicant held a neighborhood meeting on July 23, 2026, regarding the rezoning request. A summary of the meeting is attached (Attachment 1).

18. 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 Center City Neighborhood 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. The planning and zoning commission may recommend, and the city council may require any of the following conditions to meet the rezoning and zoning site plan criteria:
    a. Restrict uses beyond those otherwise allowed in the zoning district;
    b. Increase landscape, bufferyards, or open space beyond what is required by this chapter;
    c. Limit building scale and location more strictly than otherwise permitted by the development standards;
    d. Increase the district performance standards beyond those required by this chapter regarding operations, noise, lighting, compatibility, or other mitigation of off-site impacts;
    e. Timing and concurrency of any offsite improvements necessary to support the intensity of development and according to associated technical studies; and
    f. Any other design or development standards depicted on the zoning site plan, included by notes on the zoning site plan, or included in the ordinance adopting the rezoning.

# Attachment 1

## AFFIDAVIT OF NEIGHBORHOOD NOTIFICATION and MEETING SUMMARY

1. Request change to zoning from: R1 *(existing zoning)* to RMX2 *(proposed zoning)*
2. Meeting Date & Time: 4:00 July 20, 2026 (through 6:30)
3. Meeting Location: Reed Homes 1660 E Kearney
4. Number of invitations that were sent: approximately 200
5. How the mailing list was generated: By City Planning Department
6. Number of neighbors in attendance (attach a sign-in sheet): 3 (see 7 below)
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.)

Three people were in attendance, a couple who live in Marshfield but own two single family properties nearby attended with their daughter-in-law who rents one of them (together with their son). They did not sign in.

The renter offered the opinion that apartment dwellers were likely to use drugs and leave needles and other trash on the streets. She therefore expressed her opposition to construction of an apartment dwelling.

Reed informed them of their policy to inspect their rental properties (inside and out) every six months, and that they do not tolerate such activities; Eviction will result.

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

none

I, Mark A. Young *(print name)*, attest that the neighborhood meeting was held on July 20, 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."

Mark A. Young
*Signature of person completing affidavit*

Mark A. Young PE, PE.
*Printed name of person completing affidavit*

**From:** Tom Browning
**To:** Zoning@springfieldmo.gov
**Subject:** Public Comment for 520 W Locust, Springfield, 65803
**Date:** Thursday, July 2, 2026 7:23:19 PM

This is the first time you received an email from this sender (tomwbrowning67@gmail.com). Exercise caution when clicking links, opening attachments or taking further action, before validating its authenticity.

**Secured by Check Point**

Good afternoon-

I recently received a notification in the mail regarding a proposed zoning change for the subject property. It is unclear as to the specifics of the project that would benefit from this potential change. Without knowing the details, I must state a position of opposition. As a real estate professional, civil engineer, and investor, it is my experience that higher density housing units in a largely single family or R-MX-1 neighborhood can have negative impacts upon the appearance of the neighborhood, the cohesiveness of the structures, and the values of the surrounding properties. This is especially true if low-end or mediocre apartments or condominiums are on the table for development.

I would be open to learning more about the reasons for the proposed change, and what development is envisioned by the applicant and the City.

In the meantime, I urge the decision making bodies to not approve the change unless I am convinced otherwise in the future.

Thank you very much for your time and attention.

Best Regards,
Thomas Browning, P.E., MBA, D.WRE
720-289-1264

CITY OF Springfield

## EXPLANATION TO COUNCIL BILL 2026-194 (MCGULL)

**FILED:** 08/19/2026

**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 11.53 acres of property generally located at 3520 East Olive Street from PD, Planned Development No. 298, to GC, General Commercial District; and adopting an updated Official Zoning Map. (By: Legacy Bank & Trust Company; 3520 E. Olive Street; Z-19-2026.)

**PURPOSE:** A general ordinance amending Chapter 36, Article 4, Section 4.01B, 'Official zoning map,' by rezoning approximately 11.53 acres of property generally located at 3520 East Olive Street from PD, Planned Development No. 298, to GC, General Commercial District. (Staff and Planning and Zoning Commission recommend approval.)

**BACKGROUND INFORMATION:** ZONING CASE NUMBER Z-19-2026

The applicant is requesting to rezone approximately 11.53 acres of property generally located at 3520 East Olive Street from PD, Planned Development 298 to GC, General Commercial District. The applicant intends to build a new church. The current PD doesn't allow churches as a permitted use.

**REMARKS**:The Planning and Zoning Commission held a public hearing on August 13, 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. This 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.

2. The GC district is consistent with the City Corridor placetype. Public and private schools and places of worship are listed as a supporting land uses in the City Corridor placetype.

3. 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.

4. The city and other agencies can provide services, facilities, and infrastructure that may be necessary for anticipated uses in the GC district. The capacity of the surrounding street network and access to street frontage is adequate for the proposed uses in the GC district.

5. The property will have to meet the nonresidential design standards and frontage types, access and parking, landscaping and buffering, and any subdivision activity needed to match the proposed GC District.

6. 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.

7. There are few changing conditions in the area affected that make the proposed rezoning necessary.

8. The range of uses in the proposed GC district is compatible with the uses permitted on other property in the immediate vicinity.

9. 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.

10. 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.

11. 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.

12. 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:** Daniel Neal, Senior City Planner

**Authorized for inclusion on the agenda pursuant to City Code section 2-33:**
Maurice Jones, Deputy City Manager 08/26/2026

**Attachments:**
1. Z-19-2026 - 3520 East Olive Street
2. Z-19-2026_exhA
3. Z-19-2026_exhB
4. Z-19-2026_exhC

One-rdg. _____
P. Hrngs. X
Pgs. _____
Filed: 09-01-26

Sponsored by: McGull

First Reading: _____ Second Reading: _____

COUNCIL BILL 2026-194 GENERAL ORDINANCE _____

AN ORDINANCE

AMENDING Chapter 36, Article 4, Section 4.01B of the Land Development Code, 'Official Zoning Map,' by rezoning approximately 11.53 acres of property generally located at 3520 East Olive Street from PD, Planned Development No. 298, to GC, General Commercial District; and adopting an updated Official Zoning Map.

WHEREAS, an application has been filed for a zoning change of the property generally located at 3520 East Olive Street from PD, Planned Development No. 298, to GC, General Commercial District; and

WHEREAS, following proper notice, the Planning and Zoning Commission held a public hearing on August 13, 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 3520 East Olive Street and described in "Exhibit A," which is attached hereto and incorporated herein by this reference, is hereby rezoned from PD, Planned Development No. 298, to GC, General Commercial 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

All of Lot Two (2), of the Revised Administrative Subdivision of Legacy Bank Commons, a replat of Lot 3, Kirkland Commons, a subdivision in the City of Springfield, Greene County, Missouri, set forth in Plat Book AAA, Page 894, Recorder's Office, Greene County, Missouri.

**EXHIBIT B**
**RECORD OF PROCEEDINGS**
**Planning and Zoning Commission – August 13, 2026**

Z-19-2026
3520 East Olive Street
**Applicant:** Legacy Bank & Trust Company

Daniel Neal stated that this is a request to rezone approximately 11.53 acres of property from PD, Planned Development No. 298 to GC, General Commercial District.

Commissioner Doennig opened the public hearing.

Mr. Will Hoey, 550 St. Louis Street, and here to answer any questions.

Commissioner Morris addressed concerns about the detention pond noting the primary worry from the residents was that the detention pond would remain wet for too long, essentially turning into a swamp or wetland.

Mr. Hoey noted it was designed for the entire development and acknowledged neighbor complaints about the pond staying wet and committed to addressing these issues as part of the church's design, potentially by altering the pond's bottom or slopes. He also indicated the building would likely be located on the south and east portions of the property, with retaining walls to manage topography and will also conduct a new report to confirm the pond's volume and design are adequate for the area's needs.

Mr. Lee Spampinato, 305 S. Pebble Beach Expressed concern that rezoning to GC, General Commercial could set a precedent for future, more intense commercial development and that his primary concern is about the responsibility for the retention pond's maintenance, questioning whether it transfers to the new owner (the church). He noted existing issues with the pond staying wet and debris accumulation and raised concerns about increased traffic congestion and access/egress from the church onto Eastgate Avenue.

Commissioner Doennig closed the public hearing.

Commissioner Pauly asked who is responsible for the detention pond when the property is sold.

Joe Codichini, Public Works confirmed that the detention basin's maintenance responsibility, including the operations and maintenance agreement, will be transferred to the church upon purchase and stated that a permanent property owner (the church) could be beneficial for quicker response to maintenance issues. He also acknowledged past issues with the spring and debris but noted recommendations for improvement.

**COMMISSION ACTION:**
Planning and Zoning Commissioner Souliere moved to approve Z-19-2026. Commissioner Morris seconded the motion. The item **Passed** with the following votes: Ayes: Commissioner Doennig, Commissioner Scott, Commissioner Gunther, Commissioner Pauly, Commissioner McClure, Commissioner Souliere, Commissioner Hunton and Commissioner Morris. Nays: None. Absent: Commissioner Jacquez. Abstain: None.

Bob Hosmer, AICP
Planning Manager

Exhibit C

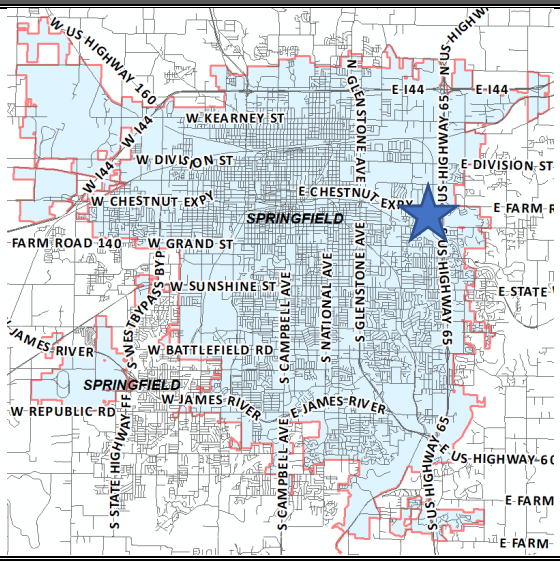
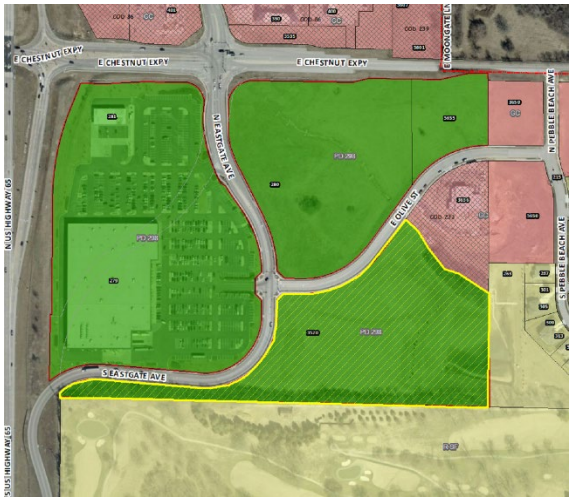
# DEVELOPMENT REVIEW STAFF REPORT

## PROJECT INFORMATION

| | |
|---|---|
| **Case Number:** | Z-19-2026 |
| **Location:** | 3520 E. Olive Street |
| **Total Acres:** | 11.53 |
| **Applicant:** | Legacy Bank & Trust Company |
| **Existing Land Use:** | Vacant/undeveloped land |
| **Neighborhood Meeting:** | July 8, 2026 |
| **Planning and Zoning Commission:** | August 13, 2026 |
| **City Council:** | September 8, 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-19-2026 (All commission motions are made in the affirmative). |
| **Required Vote:** | A majority of those present (5 members are a quorum). |

## PROJECT SUMMARY:

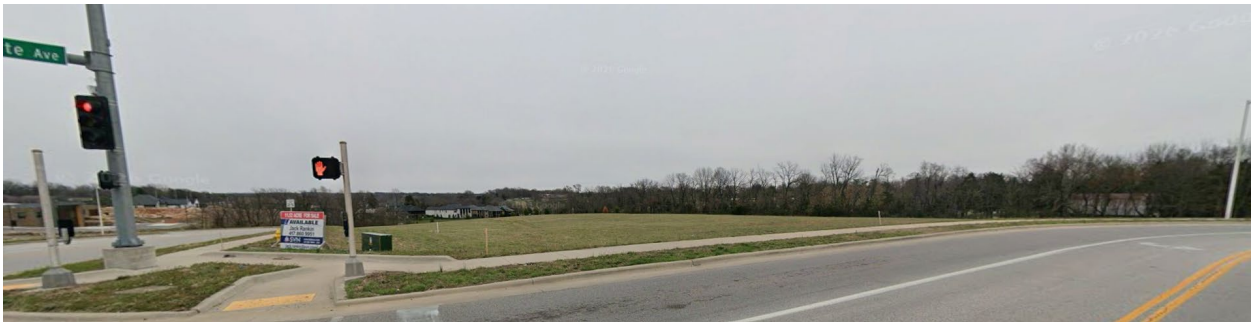
Request to rezone approximately 11.53 acres of property generally located at 3520 East Olive Street from PD, Planned Development 298 to GC, General Commercial District.

| LOCATION MAP | ZONING MAP |
|---|---|
|  |  |

# DEVELOPMENT REVIEW STAFF REPORT

## GOOGLE AERIAL OF LANDMARKS, BUSINESSES, AND ATTRACTIONS:

## GOOGLE STREETVIEW:



# DEVELOPMENT REVIEW STAFF REPORT

## PROPERTY HISTORY:

The subject property was annexed into the City in two parts, 1964 and 2006. It was originally zoned R-SF as part of the 1995 Citywide rezoning and later rezoned to Planned Development No. 298 in 2006 after the annexation.

## 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.

## ZONING ORDINANCE REQUIREMENTS:

| CODE ITEM | REQUIREMENTS FOR GC |
|---|---|
| Lot Width Minimum | 50 feet |
| Building Setbacks | 25 feet front, 5 feet side, and 10 feet rear |
| Maximum Height | None, except 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. |

A. **Design Objectives.** The community design standards have the following design objectives:

1. Enhance the image of districts and corridors by coordinating streetscape investment with private lot and building investment.
2. Design frontages and open spaces based on the context, particularly emphasizing more spacious and natural landscape areas to buffer intense or large scale uses and along higher-volume / speed streets, and emphasizing compact and formal social spaces in walkable areas and along multi-modal streets.
3. Arrange buildings and vary the massing in a way that defines streetscapes, public spaces, and other valuable active and social spaces on the site and creates appropriate transitions to adjacent areas.
4. Refine the scale, massing, and human-scale details of buildings to a greater degree the closer they are to the streetscapes and other publicly used spaces.
5. Use open space as an organizing element for development, creating focal points, integrating environmental features, and establishing transitions between distinct building sites.
6. Encourage unique architectural expressions and promote the use of key details and design characteristics inherent in the chosen style for a building.
7. Strengthen the identity and economic value of distinct places by reinforcing consistent pattern and character across multiple sites.

**Table 6-1: Nonresidential District Lot & Building Standards**

| Zoning District | Lot Standards | | | | | Minimum Setbacks | | | | Building Height |
|---|---|---|---|---|---|---|---|---|---|---|
| | Minimum Lot Area | Maximum Lot Area | Minimum Lot Width | Maximum Lot Width | Minimum Open Space | Front [1] | Interior Side [2] | Street Side [1] | Rear [2] | |
| *C-MX1 – Commercial Mixed- use Neighborhood* | n/a | 30K s.f. | 25' | 150' | 20% | 0 - 25' | n/a | 15' | 20' | 40' / 3 stories |
| *C-MX2 – Commercial Mixed- use Community* | n/a | 60K s.f. | 25' | 150' | 10% | 0' - 15' | n/a | 0' - 15' | n/a | 65' / 5 stories |
| *CC – Center City* | n/a | 60K s.f. or ½ block | 25' | 300' | n/a | 0' -15' | n/a | 0' - 15' | n/a | n/a |
| *GC – General Commercial* | n/a | n/a | 50' | n/a | 20% | 25' | n/a | 25' | n/a | n/a |
| *GI – Government & Institutional* | n/a | n/a | 50' | n/a | 20% | 25' | n/a | 25' | n/a | n/a |
| *LIC – Light Industrial Commercial* | n/a | n/a | 50' | n/a | 15% | 25' | 10' | 25' | 10' | 40' |
| *HM - Heavy Manufacturing* | n/a | n/a | 50' | n/a | 15% | 25' | n/a | 25' | 10' | n/a |

[1] Front and street side setbacks may be modified on a block-by-block basis, subject to the frontage design standards in Section 36-6.04.B.

[2] Non-street setbacks indicated as "n/a" shall be as specified by the building code for each class of building. However, greater setbacks may be necessary to meet the building design standards or landscape standards applicable to a particular district, use, or building.

## 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] | Must meet Public Works Standards | Must meet Public Works Standards | Must meet Public Works Standards | Must meet Public Works Standards |
| 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 36-8.03 and 36-8.04 | | | |

## Table 6-2: Nonresidential Frontage Design

| | | Frontage A | Frontage B | Frontage C | Frontage D |
|---|---|---|---|---|---|
| Applicability | CC, C-MX2 | ■ | □ | | |
| | C-MX1 | □ | ■ | □ | |
| | GC, GI, LIC | | □ | ■ | □ |
| | HM | | □ | □ | ■ |

■ Permitted default standard.
□ Alternative standard to be applied based on context through Minor Modification.
Blank is only allowed through Major Modification.
[1] Refer also to Public Works Technical Standards and Design Specifications

| 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* | | | □ | ■ |

■ Permitted default standard
□ Alternative standard to be applied based on context through Minor Modifications Blank is only allowed through Major Modification.

## COMPATIBILITY WITH COMPREHENSIVE PLAN:

PLACETYPE:

The *Comprehensive Plan's Land Use & Development* chapter identifies the subject property as 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.

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

- Access management is improved for vehicles through curb cut consolidation and cross-access between commercial properties, reducing traffic conflicts and backups.
- 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.
- As technology, trends, and funds permit, utilities are buried or consolidated along rear property lines, reducing conflicts with street trees, pedestrian infrastructure, and viewsheds.
- 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:

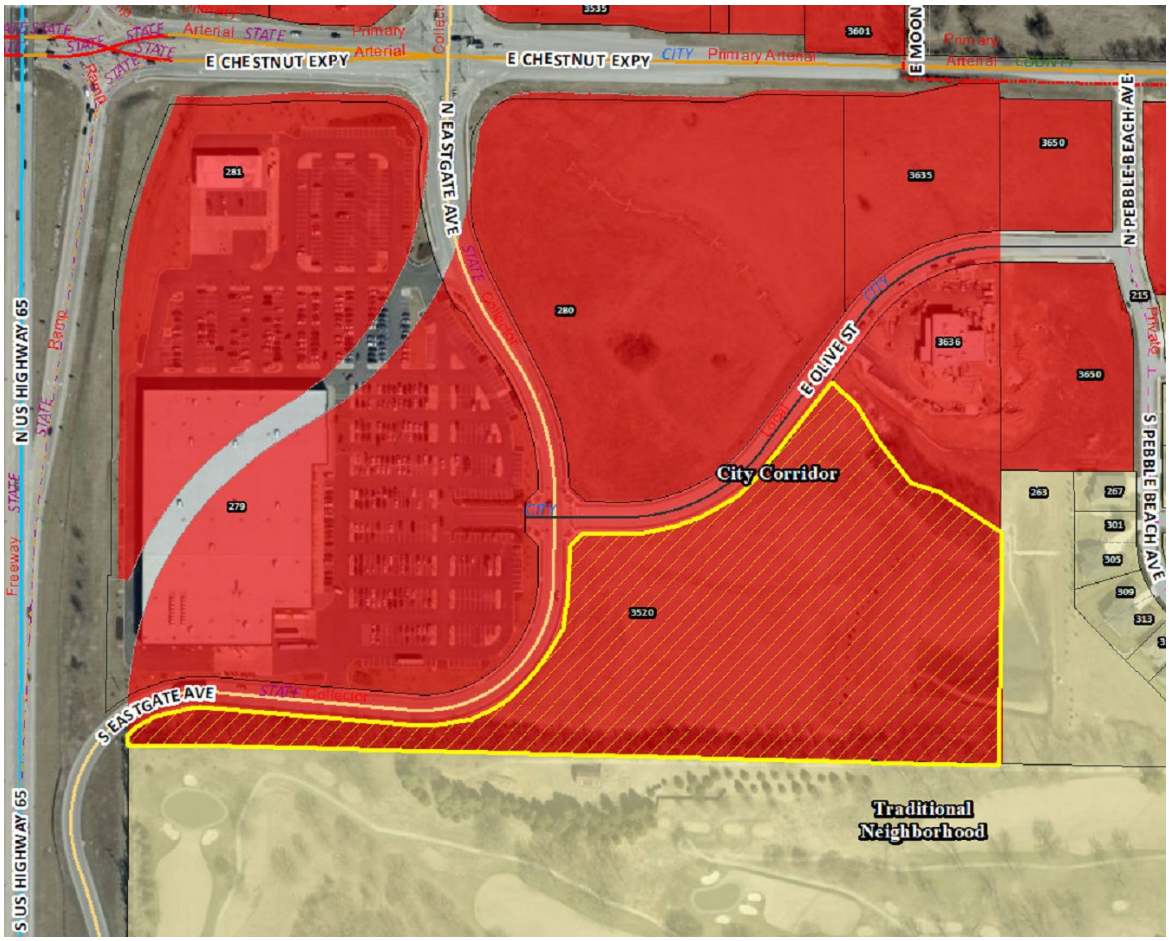
- Residential development and commercial buildings should be oriented to the street.
- Parking should be located behind or beside the primary buildings with abundant landscaping and screening to encourage greater interest and interaction between the adjoining street and the building, that contributes to community-wide quality of place.
- Pedestrian pathways within large parking lots provide safe access to business entrances.
- 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.
- Multi-story buildings designed with active ground floor spaces should be visible and inviting to increase a vibrant pedestrian environment.
- Use of quality materials, construction methods, workmanship, and design should be incorporated into new development and redevelopment.
- A mix of building heights is supported through structured site and building design strategies to soften the impact on adjacent lower intensity residential development.
- Lighting, landscaping, signage, mail, and delivery accommodations should also be proactively incorporated into the site design.
- 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.
- 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.
- Encourage code adjustments regarding parking minimums instead of parking maximums.

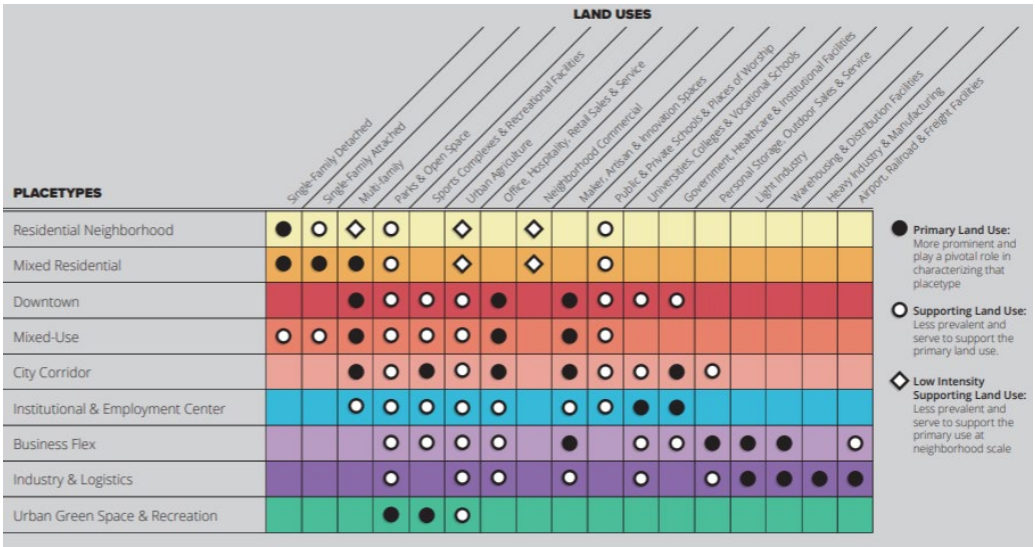
TRANSITIONS:

- Office and multifamily uses can be placed on the periphery of the placetype to transition into adjacent lower density residential Placetypes.
- 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.
- Commercial and higher density residential is sufficiently screened and buffered between low-density residential development.
- Multi-story buildings should be sited and designed to reduce the impact on adjacent lower intensity residential development.

# DEVELOPMENT REVIEW STAFF REPORT

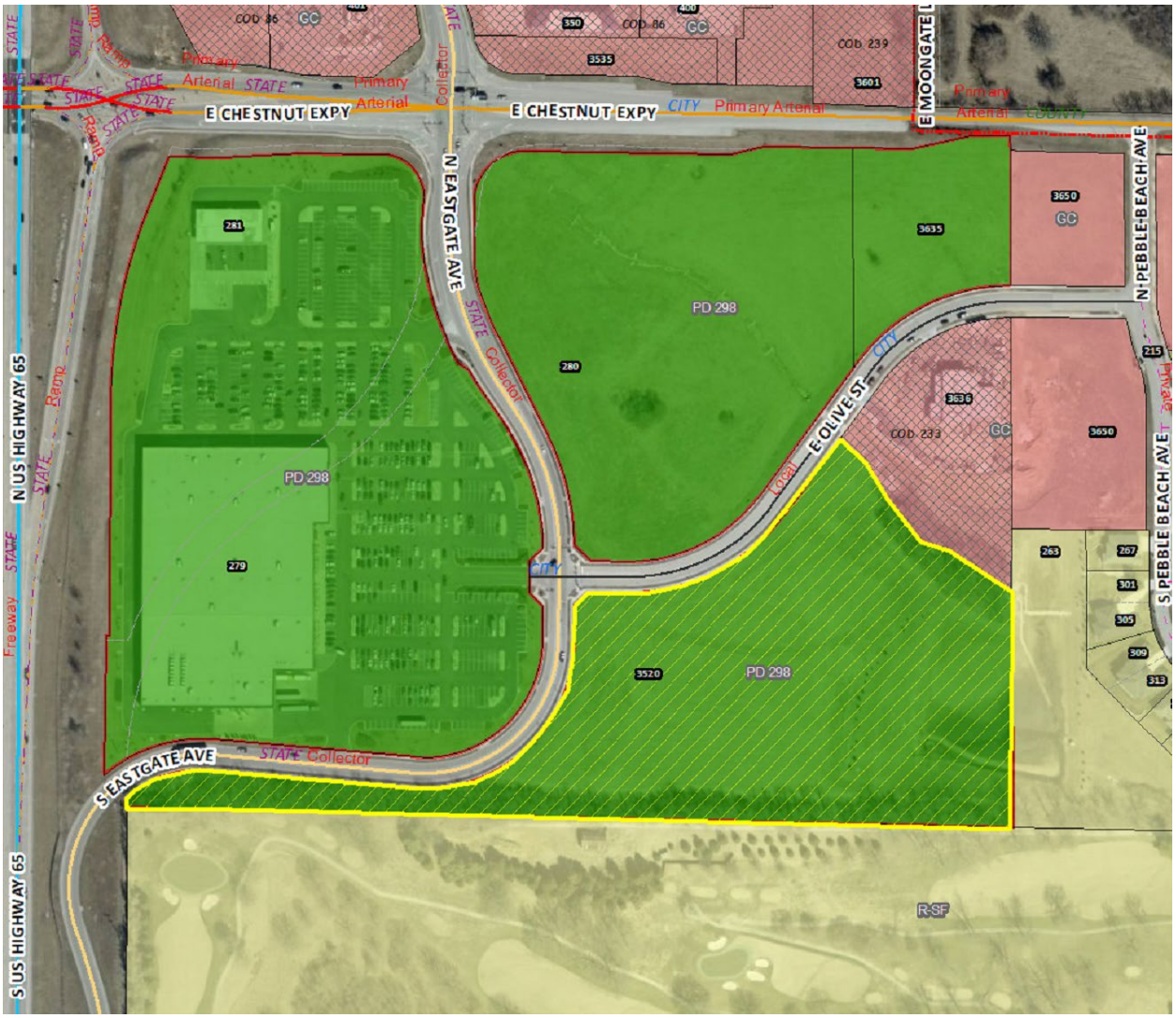
## FUTURE PLACETYPE MAP:



# DEVELOPMENT REVIEW STAFF REPORT

## MAJOR THOROUGHFARE MAP:




## SURROUNDING ZONING, LAND USES AND PLACETYPES:

| | NORTH | SOUTH | EAST | WEST |
|---|---|---|---|---|
| ZONING | PD 298 | R-SF | R-SF | PD 298 |
| LAND USE | Vacant/undeveloped | Golf course | Single-family residential uses | Retail uses |
| PLACETYPES | City Corridor | Traditional Neighborhood | Traditional Neighborhood | City Corridor |

DEPARTMENT OF BUILDING DEVELOPMENT SERVICES:

No comments.

# DEVELOPMENT REVIEW STAFF REPORT

CITY UTILITIES:

No issues with proposed rezoning.

DEPARTMENT OF ENVIRONMENTAL SERVICES WASTEWATER MANAGEMENT DIVISION:

No objection to rezoning. Public sewer is available and the property is in an approved sewer district however there are two trunkline connection fees required for lot 2 of Legacy Bank Commons Revised to connect into the sewer main. The total amount for both connection fees for all of lot 2 is $56,789.34. This fee will be added to the sewer impact permit fee when building plans are submitted.

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** | E Olive Street | Local | City | 30 | 30 | NA | No | Yes | Yes |
| **Street 2** | S Eastgate Avenue | Collector | MoDOT | 30 | 30 | 5,000 | No | Yes | Yes |

**ACCESS** - All proposed driveway approaches shall comply with current City of Springfield standards for the street classification.

**TRAILS, BUS STOPS, AND ADDITIONAL INFORMATION** - There are no bus stops or Greenway Trails near this 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 |
|---|---|---|---|---|---|---|

# DEVELOPMENT REVIEW STAFF REPORT

| | | | | | | |
|---|---|---|---|---|---|---|
| **3520 E Olive 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. Kirkland Commons/Legacy Bank Commons regional basin designed and built under 2020PW0047 provides flood control.

**WATER QUALITY REQUIREMENTS**
1. Kirkland Commons/Legacy Bank Commons regional basin designed and built under 2020PW0047 provides for Water Quality.

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. The Property contains a Pierson Creek Tributary. The Stream is a D Category Stream; Small Tributary. The 30 feet wide stream buffer is already platted on the Legacy Bank Commons plat. The stream buffer is maintained by the 3520 and 3636 E Olive St property owners. Disturbance of the stream buffer is prohibited for development.

**SINKHOLES & KARST FEATURES**
1. Excavation of the regional extended dry detention basin under 2020PW0047 for Kirkland Commons produced a spring on the southwest corner of the basin. This spring was stabilized and incorporated into the basin with a channel and vegetation. The future development of the site may require a geotechnical report or special conditions to prevent erosion on the basin perimeter. The future site plan has a retaining wall near the basin grading. A structural engineer design may be required for the spring protection and wall base layer.

## STAFF ANALYSIS AND RECOMMENDATION:

1. The applicant is requesting to rezone approximately 11.53 acres of property generally located at 3520 East Olive Street from PD, Planned Development 298 to GC, General Commercial District. The applicant intends to build a new church. The current PD doesn't list churches as a permitted use.

2. The *Comprehensive Plan's Land Use & Development* chapter identifies the subject property within the City Corridor placetype. This 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.

3. The GC district is consistent with the City Corridor placetype. Public and private schools and places of worship are listed as a supporting land uses in the City Corridor placetype.

4. 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.

5. The city and other agencies can provide services, facilities, and infrastructure that may be necessary for anticipated uses in the GC district. The capacity of the surrounding street network and access to street frontage is adequate for the proposed uses in the GC district.

6. The property will have to meet the nonresidential design standards and frontage types, access and parking, landscaping and buffering, and any subdivision activity needed to match the proposed GC district.

7. 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.

8. There are few changing conditions in the area affected that make the proposed rezoning necessary.

9. The range of uses in the proposed GC district is compatible with the uses permitted on other property in the immediate vicinity.

10. 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.

11. 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.

12. 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.

13. A reasonably viable economic use of the subject property will not be precluded if the proposed rezoning is denied.

14. The proposed rezoning was reviewed by City departments and comments are contained in the staff report (above).

15. The applicant held a neighborhood meeting on July 8, 2026, regarding the rezoning request. A summary of the meeting is attached (Attachment 1).

16. 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. The planning and zoning commission may recommend, and the city council may require any of the following conditions to meet the rezoning and zoning site plan criteria:
    a. Restrict uses beyond those otherwise allowed in the zoning district;
    b. Increase landscape, bufferyards, or open space beyond what is required by this chapter;
    c. Limit building scale and location more strictly than otherwise permitted by the development standards;
    d. Increase the district performance standards beyond those required by this chapter regarding operations, noise, lighting, compatibility, or other mitigation of off-site impacts;
    e. Timing and concurrency of any offsite improvements necessary to support the intensity of development and according to associated technical studies; and
    f. Any other design or development standards depicted on the zoning site plan, included by notes on the zoning site plan, or included in the ordinance adopting the rezoning.

## AFFIDAVIT OF NEIGHBORHOOD NOTIFICATION and MEETING SUMMARY

1. Request change to zoning from: PD298 (Planned Development) *(existing zoning)* to General Commercial (GC) *(proposed zoning)*
2. Meeting Date & Time: July 8, 2026, 4:00-6:30pm
3. Meeting Location: Greenstay Hotel & Suites, 222 N Ingram Mill Ave
4. Number of invitations that were sent: 46
5. How the mailing list was generated: Provided by City of Springfield Staff
6. Number of neighbors in attendance (attach a sign-in sheet): 5
7. List the verbal comments and how you plan to address any issues:
(City Council does not expect all the issues to be resolved to the neighborhood's satisfaction; however, the developer must explain why the issues cannot be resolved.)

See attached document for list of comments and team response.

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

See attached document for list of comments and team response.

I, Mason Olson *(print name)*, attest that the neighborhood meeting was held on 07/08/2026 *(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."

*Signature of person completing affidavit*

Mason Olson

*Printed name of person completing affidavit*

# Neighborhood Meeting

3520 East Olive Street
July 8, 2026
4:00 p.m. – 6:30 p.m.

| Name | Address | Phone |
|---|---|---|
| Lee & Renee Spampinato | 305 South Pebble Beach Ave Sp-65802 | 720-341-2431 leespampinato@gmail.com |
| Chris & Kyle Taylor | 321 S. Pebble Beach Ave | 417-860-3630 417-849-9692 CKCtaylor3@gmail.com |
| Gary Chilcress | 3702 E Cypress Cove | 816-392-0847 BELNUT@AOL.com |
| Renee Spampinato | 305 S. Pebble Beach Ave | 303-596-2436 reneespampinato@gmail.com |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

# MEETING NOTES

## Public Good Neighbor Meeting

| | |
|---|---|
| **Date:** | 07/09/2026 |
| **RE:** | Neighborhood Meeting |
| **Project #** | 025-05757 |
| **Attendees** | Residents of Hickory Hills (x5)<br>Seed Development Services – Developer (Brett Harrington)<br>Olsson, Inc – Civil Engineer (Will Hoey & Mason Olson) |

## NEIGHBOR COMMENTS AND CONCERNS

### Detention Pond Maintenance Concerns

a. **Residents noted ongoing maintenance issues with existing pond. Concerns with trash buildup clogging the drains, pond not drying out completely, and rip-rap washing out.**
   i. Team Response – LC confirmed that they would assume maintenance responsibilities for the pond after purchasing the property. Team acknowledged concerns and agreed to investigate any maintenance or as-built conditions that may be contributing to their concerns.

b. **Residents noted concerns of additional water flow and flooding caused by the increase in paved areas from the church.**
   i. Team Response – Acknowledged the resident's concern. Noted that the existing detention pond was designed to capture the increased run-off caused by development of the Kirkland commons area. The existing pond was designed to meet the City of Springfield Flood Control and Water Quality Protection Manual. A stormwater report will be required as part of the final construction documents for the development.

c. **Residents noted concerns of flooding downstream of detention pond.**
   i. Team Response – The existing detention pond will be evaluated and reviewed against the City of Springfield's Design Standards. Modifications to the pond will be made to bring any deficiencies up to City Design Standards.

### Lighting, Landscape, and Screening

a. **Residents noted concerns of site lighting and parking headlights spilling onto neighboring properties.**
   i. Team response – Acknowledged concern. Noted that city code requirements limit the amount of light produced (footcandles) at the property lines. A photometric plan would be provided with site plan approval. City of Springfield landscaping requirements will be reviewed as part of construction documents review and approval.

b. **Residents noted concern of seeing a large retaining wall in backyard.**
   i. Team Response – Acknowledged concern. Noted that perimeter landscaping will help screen portions of the wall from view. Also noted the retaining wall would be approximately 400'+ away from the residential property lines (over a football field distance).

c. **Residents noted that their neighborhood was supposed to be gated and desired a 6' privacy fence to be placed between residents and property.**
   i. Team Response – Noted that an existing 20' landscape buffer with fencing is being maintained along the southern property line. Additional site landscaping would provide screening between

the residents to the east into the site. Team noted that there is a property between the residents and the church that the church would not have control over.

## Traffic

a. **Residents noted concerns about additional traffic caused by the church.**
   i. Team Response – Noted that a traffic study was completed as part of the Kirkland Commons development with the realignment of Eastgate and approval of Costco. The study extensively studies the area, including several intersections west along Chestnut, and proposed uses withing the Kirkland commons development. The church use would fall well within the expected traffic generated within the development area and the existing infrastructure was adequate for the traffic load.

## Security

a. **Residents noted concerns of security and crime caused by the development and operation of the church.**
   i. Team Response – LC noted that they take site security very seriously and maintain operational staff on campus throughout the week. LC staff works diligently to maintain safe and clean campuses.

## Zoning and Land Use

a. **Residents noted concerns related to the property if zoning is approved that would allow for larger assembly uses than the church.**
   ii. Team Response – The proposed zoning, which includes assembly uses, aligns with the City's comprehensive plan for this area.

**EXPLANATION TO COUNCIL BILL 2026-195 (MCGULL)**

**FILED:** 08/19/2026

**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 0.44 acres of property generally located at 1836, 1838, 1842, and 1844 East Bennett Street from C-MX1, Commercial Mixed-use Neighborhood District, to C-MX2, Commercial Mixed-use Community District; and adopting an updated Official Zoning Map. (By: Valiant Management Group, LLC; 1836,1838,1842, & 1844 East Bennett Street; Z-20-2026.)

**PURPOSE:** A general ordinance amending Chapter 36, Article 4, Section 4.01B, 'Official zoning map,' by rezoning approximately 0.44 acres of property generally located at 1836,1838,1842, and 1844 East Bennett Street from C-MX1, Commercial Mixed-use Neighborhood District, to C-MX2, Commercial Mixed-use Community District. (Staff and Planning and Zoning Commission recommend approval.)

**BACKGROUND INFORMATION:** ZONING CASE NUMBER Z-20-2026

The applicant is requesting to rezone approximately 0.44 acres of property generally located at 1836,1838,1842, & 1844 East Bennett Street from C-MX1, Commercial Mixed-use Neighborhood to C-MX2, Commercial Mixed-use Community.

**REMARKS**: The Planning and Zoning Commission held a public hearing on August 13, 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. This application is consistent with the City Corridor placetype that lists office, hospitality, retail sales and service as primary land uses.

3. 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.

4. The C-MX2 district provides a mix of neighborhood, community-scaled commercial, entertainment, and/or employment uses and supporting residential and civic uses. The predominant building type is small- and moderate scaled mixed-use buildings, which are supported by strategic urban residential and commercial buildings. The character of this area emphasizes a high level of civic design, walkable urban patterns, and a concentration of diverse, small- and moderate-scale uses; however, some higher intensity or larger format commercial or employment uses may be integrated into the pattern as anchors to support the overall mixed-use environment. It is primarily intended for the transformation of automobile-oriented corridors into walkable, mixed-use areas through the integration of a walkable street network and formal civic spaces as the framework for redevelopment.

5. 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.

6. Any new building addition must comply with the non-residential design standards.

7. Nonconforming site conditions must comply with the Land Development Code based on the extent of the building expansion.

8. The range of uses in the proposed C-MX2 district is compatible with the uses permitted on other property in the immediate vicinity.

9. 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.

10. 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 08/26/2026

**Attachments:**
1. Z-20-2026 - 1836, 1838, 1842, and 1844 East Bennett Street
2. Z-20-2026_exhA
3. Z-20-2026_exhB
4. Z-20-2026_exhC

One-rdg. _____
P. Hrngs. X
Pgs. _____
Filed: 09-01-26

Sponsored by: McGull

First Reading: _____ Second Reading: _____

COUNCIL BILL 2026-195 GENERAL ORDINANCE _____

AN ORDINANCE

AMENDING Chapter 36, Article 4, Section 4.01B of the Land Development Code, 'Official Zoning Map,' by rezoning approximately 0.44 acres of property generally located at 1836, 1838, 1842, and 1844 East Bennett Street from C-MX1, Commercial Mixed-use Neighborhood District, to C-MX2, Commercial Mixed-use Community District; and adopting an updated Official Zoning Map.

WHEREAS, an application has been filed for a zoning change of the property generally located at 1836, 1838, 1842, and 1844 East Bennett Street from C-MX1, Commercial Mixed-use Neighborhood District, to C-MX2, Commercial Mixed-use Community District; and

WHEREAS, following proper notice, the Planning and Zoning Commission held a public hearing on August 13, 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 1836, 1838, 1842, and 1844 East Bennett Street and described in "Exhibit A," which is attached hereto and incorporated herein by this reference, is hereby rezoned from C-MX1, Commercial Mixed-use Neighborhood District, to C-MX2, Commercial Mixed-use Community 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

**VALIANT MANAGEMENT GROUP, LLC – OVERALL DESCRIPTION**

ALL OF LOT THREE (3), ESTERLE'S SUBDIVISION OF COUNTRY CLUB VILLAGE, AN ADDITION TO THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF. EXCEPT ANY PART THEREOF DEEDED TO THE CITY OF SPRINGFIELD IN RIGHT OF WAY DEED IN BOOK 2007 PAGE 019155-07.

AND

ALL OF LOT FOUR (4), BLOCK "G" OF ESTERLE'S SUBDIVISION OF COUNTRY CLUB VILLAGE, AN ADDITION TO THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF.

LESS AND EXCEPT ANY PART TAKEN, DEEDED, OR USED FOR ROAD OR RIGHT-OF-WAY PURPOSES.

SUBJECT TO ANY AND ALL EASEMENTS, RESTRICTIONS, AND COVENANTS OF RECORD.

**EXHIBIT B**
**RECORD OF PROCEEDINGS**
**Planning and Zoning Commission – August 13, 2026**

Z-20-2026
1836, 1838, 1842 & 1544 East Bennett Street
**Applicant:** Valiant Management Group, LLC

Monica Pearcy stated that this is a request to rezone approximately 0.44 acres of property from C-MX1, Commercial Mixed-use Neighborhood to C-MX2, Commercial Mixed-use Community.

Commissioner Scott asked for clarification that parking requirements would not change and are based on the proposed use of C-MX2. Monica Pearcy stated that parking the requirements would still be based on whichever use is proposed onsite, so there would be no changes for parking.

Commissioner Pauly wanted confirmation regarding height requirements or maximum ability for C-MX2, and Monica Pearcy stated the maximum height for a building in a C-MX2 district is 65 feet or 5 stories.

Commissioner Doennig opened the public hearing.

Mr. Ethan Dahl, 2804 N. Biagio Street confirmed the purpose was to gain smaller setbacks for greater flexibility and efficient use of property and the plans include removing existing pavement/garage and adding new pavement and a screened dumpster. He reported that a neighborhood meeting yielded no concerns from business owners (no homeowners attended), who expressed support and clarified the proposed addition would be a maximum of 2 stories.

Commissioner Pauly asked for the neighbors who did not attend the meeting and if they could have a concern about the developer's ability to have a 5-story/65-foot building. Mr. Dahl stated that they are looking at 2 stories.

Commissioner Doennig closed the public hearing.

**COMMISSION ACTION:**
Planning and Zoning Commissioner Souliere moved to approve Z-20-2026. Commissioner Pauly seconded the motion. The item **Passed** with the following votes: Ayes: Commissioner Doennig, Commissioner Scott, Commissioner Gunther, Commissioner Pauly, Commissioner McClure, Commissioner Souliere, Commissioner Hunton and Commissioner Morris. Nays: None. Absent: Commissioner Jacquez. Abstain: None.

Bob Hosmer, AICP
Planning Manager

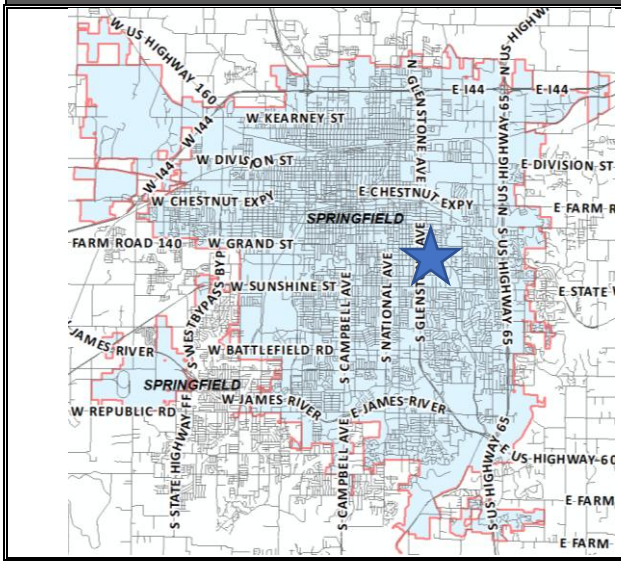
# DEVELOPMENT REVIEW STAFF REPORT

## PROJECT INFORMATION

| | |
|---|---|
| **Case Number:** | Z-20-2026 |
| **Location:** | 1836,1838,1842, & 1844 East Bennett Street |
| **Total Acres:** | 0.44 acres |
| **Applicant:** | Valiant Management Group, LLC |
| **Existing Land Use:** | Valiant Group Office |
| **Neighborhood Meeting:** | July 22,2026 |
| **Planning and Zoning Commission:** | August 13, 2026 |
| **City Council:** | September 8, 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-20-2026 (All commission motions are made in the affirmative). |
| **Required Vote:** | A majority of those present (5 members are a quorum). |

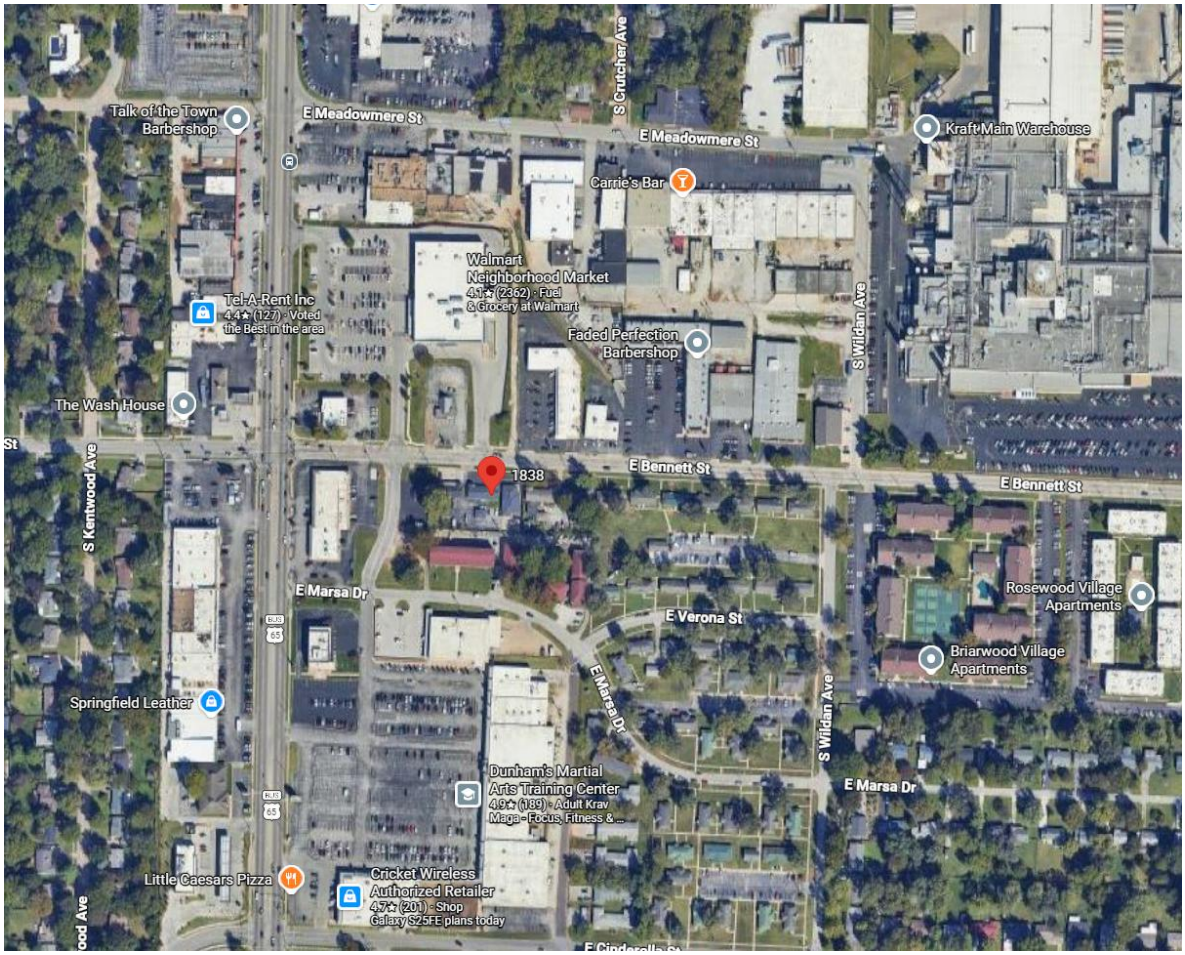
## PROJECT SUMMARY:

Request to rezone approximately 0.44 acres of property from C-MX1, Commercial Mixed-use Neighborhood to C-MX2, Commercial Mixed-use Community.

| LOCATION MAP | ZONING MAP |
|---|---|
|  | |

# DEVELOPMENT REVIEW STAFF REPORT

## GOOGLE AERIAL OF LANDMARKS, BUSINESSES, AND ATTRACTIONS:




## GOOGLE STREETVIEW:

# DEVELOPMENT REVIEW STAFF REPORT

## PROPERTY HISTORY:

The western portion of the site was rezoned to O-1, Office District in 1998 while the eastern portion was rezoned to O-1, Office District in 2006. In April 2026, the property was directly translated from O-1, Office District, to C-MX1, Commercial Mixed-use Neighborhood during the Citywide Remapping.

## 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.

# DEVELOPMENT REVIEW STAFF REPORT

## ZONING ORDINANCE REQUIREMENTS:

| CODE ITEM | REQUIREMENTS FOR C-MX2 |
|---|---|
| Minimum Lot Width | 25 feet |
| Building Setbacks | 0-15 feet front building line |
| Maximum Height | 65' / 5 stories, All structures in non-residential districts, not including CC district, that abut a R-SF or R-MX1 district are required to have a 45-degree bulk plane setback as measured from the property boundary of any R-SF or R-MX1 district. |
| Minimum Open Space | 10 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 South property line. |
| Frontage Type | The default frontage type is "Frontage A". |
| 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 – 500 s.f. or 50 linear feet<br>Transparency – first story: 60% and upper story 25% |

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** –

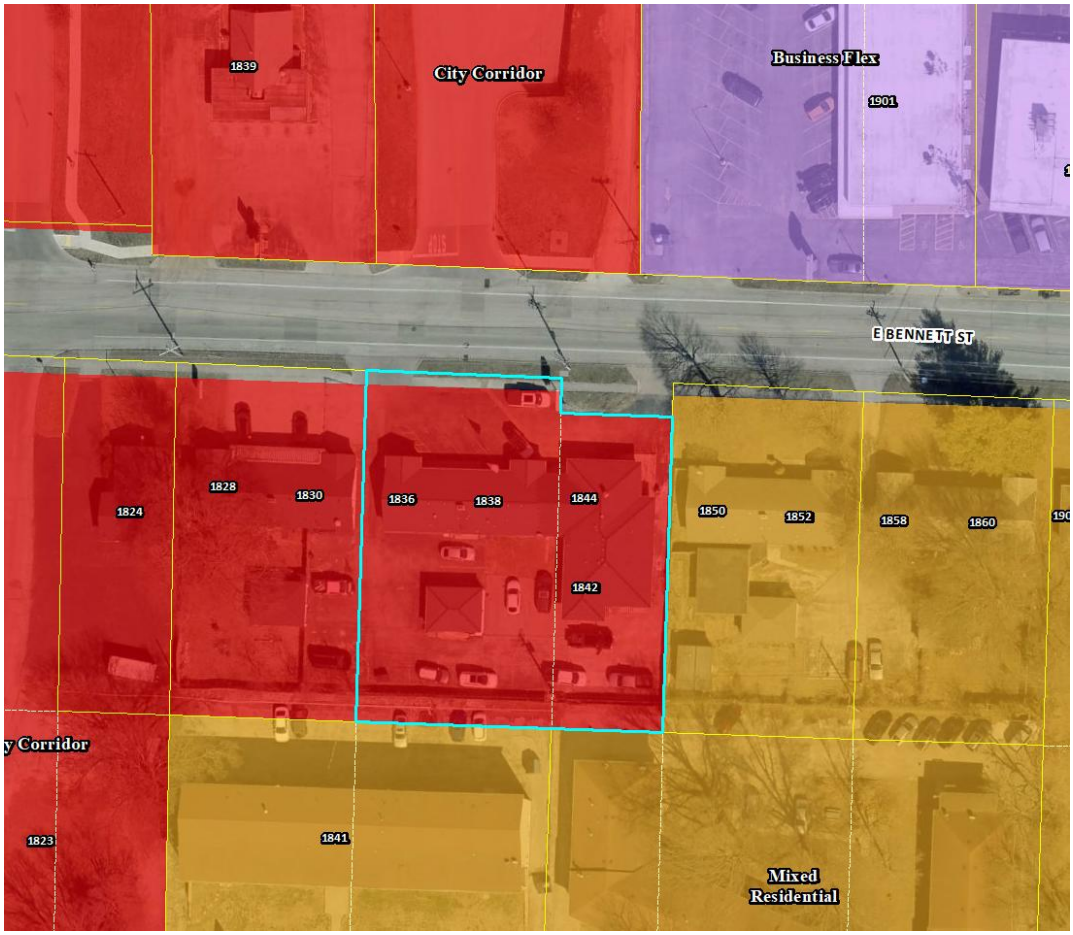
- Decreasing or increasing market demand for commercial or housing in non-traditional districts or corridors
- Greater focus on integrating diverse uses at the edges and areas of transition.
- Community expectations
- More walkable, livable integrated neighborhoods and districts
- Documented increases 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

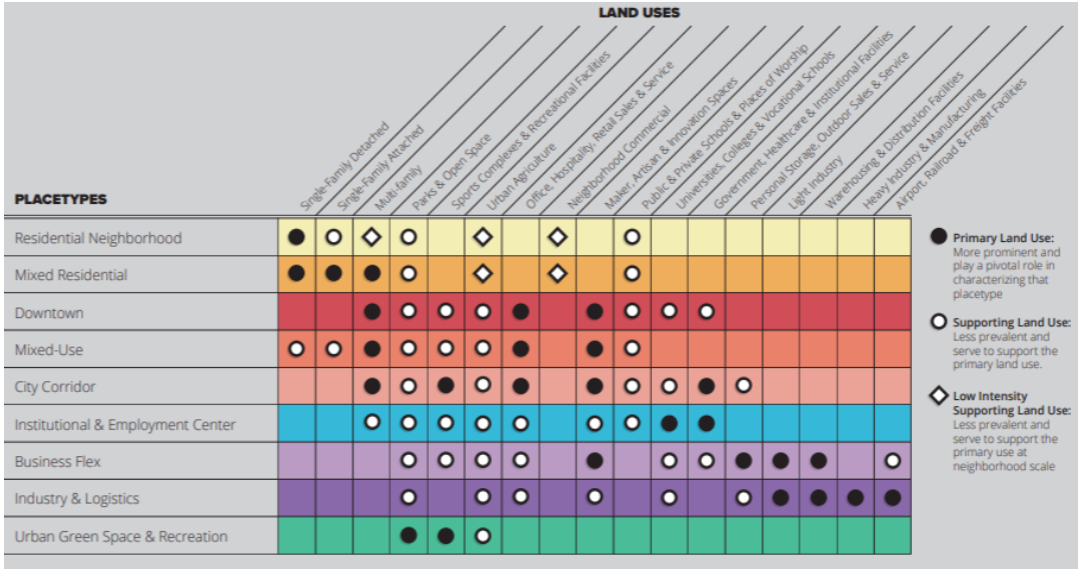
### Transitions

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.

# 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 | GC & LIC | R-MX2 | R-MX2 | GC |
| LAND USE | Retail | Multi-family residential | Multi-family residential | Medical service |
| PLACETYPES | City Corridor & Business Flex | Mixed Residential | Mixed Residential | City Corridor |

DEPARTMENT OF BUILDING DEVELOPMENT SERVICES:

No comments.

CITY UTILITIES:

No issues with the proposed rezoning.

DEPARTMENT OF ENVIRONMENTAL SERVICES WASTEWATER MANAGEMENT DIVISION:

No objection to the rezoning.

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 | E Bennett Street | Collector | City | 30 | 25 | 5,300 | 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 Fassnight trail is planned to be along the frontage of this property. There are bus stops on Glenstone 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 |
|---|---|---|---|---|---|---|
| 1838 E Bennett St | Fassnight Creek | No | No | No | 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. The rezoning of the property from CMX-1 to CMX-2 does not affect the requirements for the stormwater runoff. Proposed site plan is required to continue draining to E Bennett St ROW.

**WATER QUALITY REQUIREMENTS**
N/A

**FLOODPLAIN**
N/A

**NATURAL CHANNEL & STREAM BUFFERS**
N/A

**SINKHOLES & KARST FEATURES**
N/A

# DEVELOPMENT REVIEW STAFF REPORT

## STAFF ANALYSIS AND RECOMMENDATION:

1. The applicant is requesting to rezone 0.44 acres of property from property from C-MX1, Commercial Mixed-use Neighborhood to C-MX2, Commercial Mixed-use Community. The applicant intends to build an addition to the rear of the existing office building. The C-MX2 district offers a reduced rear setback compared to the C-MX1 district.

2. The *Comprehensive Plan's Land Use & Development* chapter identifies the subject property within the City Corridor placetype.

3. This application is consistent with the City Corridor placetype that lists office, hospitality, retail sales and service as primary land uses.

4. 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.

5. The C-MX2 district provides a mix of neighborhood, community-scaled commercial, entertainment, and/or employment uses and supporting residential and civic uses. The predominant building type is small- and moderate scaled mixed-use buildings, which are supported by strategic urban residential and commercial buildings. The character of this area emphasizes a high level of civic design, walkable urban patterns, and a concentration of diverse, small- and moderate-scale uses; however, some higher intensity or larger format commercial or employment uses may be integrated into the pattern as anchors to support the overall mixed-use environment. It is primarily intended for the transformation of automobile-oriented corridors into walkable, mixed-use areas through the integration of a walkable street network and formal civic spaces as the framework for redevelopment.

6. 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.

7. Any new building addition must comply with the non-residential design standards.

8. Nonconforming site conditions must comply with the Land Development Code based on the extent of the building expansion.

9. 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.

10. The range of uses in the proposed C-MX2 district is compatible with the uses permitted on other property in the immediate vicinity.

11. 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.

12. 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.

13. A reasonably viable economic use of the subject property will not be precluded if the proposed rezoning is denied.

14. The proposed rezoning was reviewed by City departments and comments are contained in the staff report (above).

15. The applicant held a neighborhood meeting on July 22, 2026, regarding the rezoning request. A summary of the meeting is attached (Attachment 1).

16. 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. The planning and zoning commission may recommend, and the city council may require any of the following conditions to meet the rezoning and zoning site plan criteria:
    a. Restrict uses beyond those otherwise allowed in the zoning district;
    b. Increase landscape, bufferyards, or open space beyond what is required by this chapter;
    c. Limit building scale and location more strictly than otherwise permitted by the development standards;
    d. Increase the district performance standards beyond those required by this chapter regarding operations, noise, lighting, compatibility, or other mitigation of off-site impacts;
    e. Timing and concurrency of any offsite improvements necessary to support the intensity of development and according to associated technical studies; and

f. Any other design or development standards depicted on the zoning site plan, included by notes on the zoning site plan, or included in the ordinance adopting the rezoning.

## AFFIDAVIT OF NEIGHBORHOOD NOTIFICATION and MEETING SUMMARY

1. Request change to zoning from: C-MX1 *(existing zoning)* to C-MX2 *(proposed zoning)*
2. Meeting Date & Time: July 22nd, 2026. From 4:00 PM - 6:30 PM
3. Meeting Location: Valiant Office - 1838 E Bennett St
4. Number of invitations that were sent: 103
5. How the mailing list was generated: City Generated List
6. Number of neighbors in attendance (attach a sign-in sheet): 3
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.)

An attorney representing the owner of Walker Plaza, located across the street from the subject property, attended the meeting to obtain additional information regarding the rezoning request. It was explained that the purpose of the request is to allow reduced building setbacks necessary to accommodate a proposed addition to the existing Valiant office building. The representative expressed support for the proposed rezoning.

The owner of the nearby shopping center containing Show-Me Brewing attended the meeting with his wife to learn more about the rezoning request. The purpose and limited scope of the request were explained, including that the rezoning would allow reduced setbacks to accommodate a larger addition to the existing office building. The property owner expressed support for the request and indicated that he hoped it would be approved.

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 7-22-26 *(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*

Valiant Office Rezoning

Neighborhood Meeting Verbal Comments

07-22-26

- An attorney representing the owner of Walker Plaza, located across the street from the subject property, attended the meeting to obtain additional information regarding the rezoning request. It was explained that the purpose of the request is to allow reduced building setbacks necessary to accommodate a proposed addition to the existing Valiant office building. The representative expressed support for the proposed rezoning.
- The owner of the nearby shopping center containing Show-Me Brewing attended the meeting with his wife to learn more about the rezoning request. The purpose and limited scope of the request were explained, including that the rezoning would allow reduced setbacks to accommodate a larger addition to the existing office building. The property owner expressed support for the request and indicated that he hoped it would be approved.

COCHRAN

Architecture • Civil Engineering • Land Surveying • Site Development • Geotechnical Engineering • Inspection & Materials Testing

**NEIGHBORHOOD MEETING SIGN IN SHEET**

**VALIANT OFFICE REZONING**

**PROJECT NO. SW26-771**
**JULY 22ND, 2026**

| NAME | COMPANY | PHONE NO. | EMAIL ADDRESS |
|---|---|---|---|
| Tim Schowe | Cochran | 417-595-4108 | tschowe@cochraneng.com |
| Ethan Dahl | Cochran | 417-595-4108 | edahl@cochraneng.com |
| Rick McGee | | 417-839-0537 | rick@murney.com |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |



8 East Main Street
Wentzville, MO 63385
Phone: 636-332-4574
Fax: 636-327-0760

737 Rudder Road
Fenton, MO 63026
Phone: 314-842-4033
Fax: 314-842-5957

530A East Independence Drive
Union, MO 63084
Phone: 636-584-0540
Fax: 636-584-0512

1163 Maple Valley Drive
Farmington, MO 63640
Phone: 573-315-4810
Fax: 573-315-4811

**2804 North Biagio Street**
**Ozark, MO 65721**
**Phone: 417-595-4108**
**Fax: 417-595-4109**

905 Executive Drive
Osage Beach, MO 65065
Phone: 573-525-0299
Fax: 573-525-0298

**www.cochraneng.com**

**EXPLANATION TO COUNCIL BILL 2026-196 (JENSON)**

**FILED:** 08/19/2026

**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 6.18 acres of property generally located at 535 West Weaver Road from C-MX1, Commercial Mixed-use Neighborhood District with Conditional Overlay District No. 176, to GC, General Commercial District; and adopting an updated Official Zoning Map. (By: Ridge Walk LLC; 535 West Weaver Avenue; Z-22-2026.)

**PURPOSE:** To amend the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning approximately 6.18 acres of property generally located at 535 West Weaver Road from C-MX1, Commercial Mixed-use Neighborhood with Conditional Overlay District No. 176 to GC, General Commercial. (Staff and Planning and Zoning Commission recommend approval.)

**BACKGROUND INFORMATION:** ZONING CASE NUMBER Z-22-2026

The applicant is requesting to rezone approximately 6.18 acres of property generally located at 535 West Weaver Road from C-MX1, Commercial Mixed-use Neighborhood with Conditional Overlay District No. 176 to GC, General Commercial. The applicant intends to build a residential and commercial mixed-use development.

**REMARKS:**The Planning and Zoning Commission held a public hearing on August 13, 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 applicant is requesting to rezone approximately 6.18 acres of property generally located at 535 West Weaver Road from C-MX1, Commercial Mixed-use Neighborhood with Conditional Overlay District No. 176 to GC, General Commercial. The applicant intends to build a residential and commercial mixed-use development.

2. The *Comprehensive Plan's Land Use & Development* chapter identifies the subject property within the City Corridor placetype. This 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.

3. The GC district is consistent with the City Corridor placetype. Retail sales and service and multi-family are listed as a primary land use in the City Corridor placetype.

4. The city and other agencies can provide services, facilities, and infrastructure that may be necessary for anticipated uses in the GC district. The capacity of the surrounding street network and access to street frontage is adequate for the proposed uses in the GC district.

5. There are few changing conditions in the area, and the predominant use is commercial in this area. This application advances the public interest by allowing commercial development in an area that has commercial uses.

6. A reasonably viable economic use of the subject property will not be precluded if the proposed rezoning is denied.

7. The proposed rezoning was reviewed by City departments and comments are contained in the staff report (above).

8. The applicant held a neighborhood meeting on July 20, 2026, regarding the rezoning request. A summary of the meeting is attached (Attachment 1).

9. 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: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:** Michael Sparlin, Senior City Planner

**Authorized for inclusion on the agenda pursuant to City Code section 2-33:**
Maurice Jones, Deputy City Manager 08/26/2026

**Attachments:**
1. Z-22-2026 - 535 West Weaver Road
2. Z-22-2026_exhA
3. Z-22-2026_exhB
4. Z-22-2026_exhC

One-rdg. _____
P. Hrngs. X
Pgs. _____
Filed: 09-01-26

Sponsored by: Jenson

First Reading: _____ Second Reading: _____

COUNCIL BILL 2026-196 GENERAL ORDINANCE _____

AN ORDINANCE

AMENDING Chapter 36, Article 4, Section 4.01B of the Land Development Code, 'Official Zoning Map,' by rezoning approximately 6.18 acres of property generally located at 535 West Weaver Road from C-MX1, Commercial Mixed-use Neighborhood District with Conditional Overlay District No. 176, to GC, General Commercial District; and adopting an updated Official Zoning Map.

WHEREAS, an application has been filed for a zoning change of the property generally located at 535 West Weaver Road from C-MX1, Commercial Mixed-use Neighborhood District with Conditional Overlay District No. 176, to GC, General Commercial District; and

WHEREAS, following proper notice, the Planning and Zoning Commission held a public hearing on August 13, 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 535 West Weaver Road and described in "Exhibit A," which is attached hereto and incorporated herein by this reference, is hereby rezoned from C-MX1, Commercial Mixed-use Neighborhood District with Conditional Overlay District No. 176, to GC, General Commercial 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

COMMENCING at a found Aluminum Monument with cap, "2002014099", marking the Southeast corner of said Southeast Quarter (SE¼) of the Southeast Quarter (SE¼) of said Section 14, Township 28 North, Range 22 West, in the City of Springfield, Greene County, Missouri; thence N01°58'32"E along the East line of said Southeast Quarter (SE¼) of the Southeast Quarter (SE¼), a distance of 466.72 feet; thence departing said East line N88°01'28"W, a distance of 107.59 feet to a found 5/8" iron pin with cap, "LC 229", marking the point of intersection of the West Right-of-Way line of Campbell Ave (State Highway 160), as now established, and the North Right-of-Way line of Weaver Road (Farm Road 178), as now established, said point being the POINT OF BEGINNING; thence along the said North Right-of-Way line of Weaver Road the following four (4) courses: 1) N88°17'06"W, a distance of 152.00 feet to an existing 5/8" iron pin capped "LC 229"; 2) along a non-tangent curve to the left, said curve having a Radius of 692.84 feet and a Chord that bears S67°10'59"W, an arc length of 594.14 feet to an existing 5/8" iron pin capped "LC 229"; 3) along a non-tangent reverse curve to the right, said curve having a Radius of 565.00 feet and a Chord that bears South 56°58'40"W, an arc length of 283.38 feet to an existing 5/8" iron pin capped "LC 229"; 4) N88°22'51"W, a distance of 46.35; thence departing said North Right-of-Way line N01°37'09"E, a distance of 210.95 feet; thence N30°08'01"E, a distance of 400.03 feet; thence N77°19'56"E, a distance of 344.83 feet; thence S59°30'41"E, a distance of 276.23 feet; thence S88°17'06"E, a distance of 224.31 feet to a point in the said West Right-of-Way line of Campbell Avenue; thence along said West Right-of-Way line the following three (3) courses: 1) S01°56'00"W, a distance of 43.72 feet; 2) N88°04'00"W, a distance of 1.74 feet to an existing 5/8" iron pin capped "LC 229"; 3) S27°51'23"W, a distance of 80.98 feet to the POINT OF BEGINNING, and containing 269,430 square feet or 6.185 acres, more or less, EXCEPT any part thereof taken, deeded or used for road or highway purposes. Subject to any easements and restrictions of record.

EXHIBIT B
RECORD OF PROCEEDINGS

**Planning and Zoning Commission – August 13, 2026**

Z-22-2026
535 West Weaver Road
**Applicant:** Ridge Walk, LLC

Michael Sparlin stated that this is a request to rezone approximately 6.18 acres of property from C-MX1, Commercial Mixed-use Neighborhood with Conditional Overlay District No. 176 to GC, General Commercial.

Commissioner Doennig opened the public hearing.

Mr. Jade Pavia, 1011 W. Main Street, Buffalo, MO and here to answer any questions.

Commissioner Doennig closed the public hearing.

**COMMISSION ACTION:**
Planning and Zoning Commissioner Pauly moved to approve Z-22-2026. Commissioner Souliere seconded the motion. The item **Passed** with the following votes: Ayes: Commissioner Doennig, Commissioner Scott, Commissioner Gunther, Commissioner Pauly, Commissioner McClure, Commissioner Souliere, Commissioner Hunton and Commissioner Morris. Nays: None. Absent: Commissioner Jacquez. Abstain: None.

Bob Hosmer, AICP
Planning Manager

CITY OF Springfield

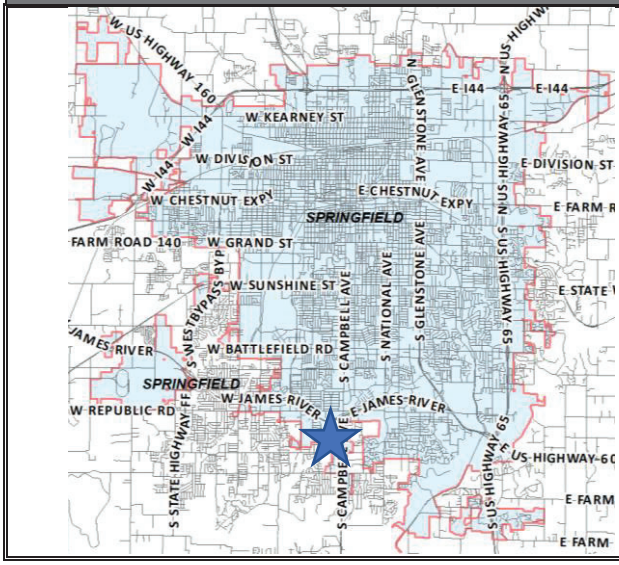
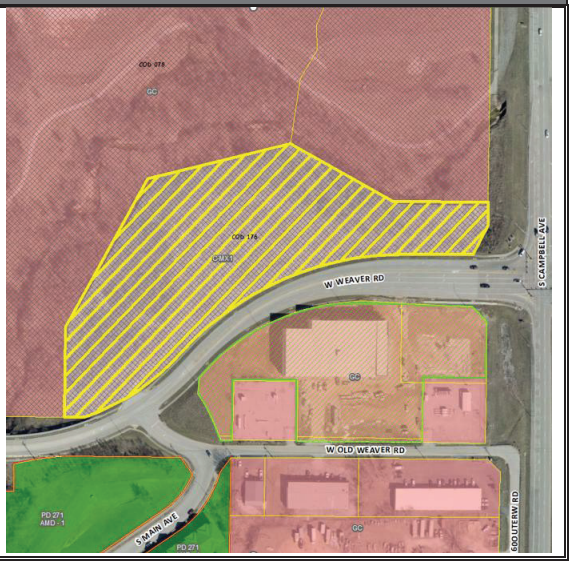
# DEVELOPMENT REVIEW STAFF REPORT

## PROJECT INFORMATION:

| | |
|---|---|
| **Case Number:** | Z-22-2026 |
| **Location:** | 535 West Weaver Avenue |
| **Total Acres:** | 6.18 acres |
| **Applicant:** | Ridge Walk LLC |
| **Existing Land Use:** | Undeveloped land |
| **Neighborhood Meeting:** | July 20, 2026 |
| **Planning and Zoning Commission:** | August 13, 2026 |
| **City Council:** | September 8, 2026 |
| **Public Notification:** | Mail, posted property, and legal in the Springfield News-Leader |
| **Staff:** | Michael Sparlin, Senior Planner |
| **Staff recommendation:** | Staff recommends approval |
| **Proposed motion:** | I move to recommend approval of rezoning case Z-22-2026 (All commission motions are made in the affirmative). |
| **Required Vote:** | A majority of those present (5 members are a quorum). |

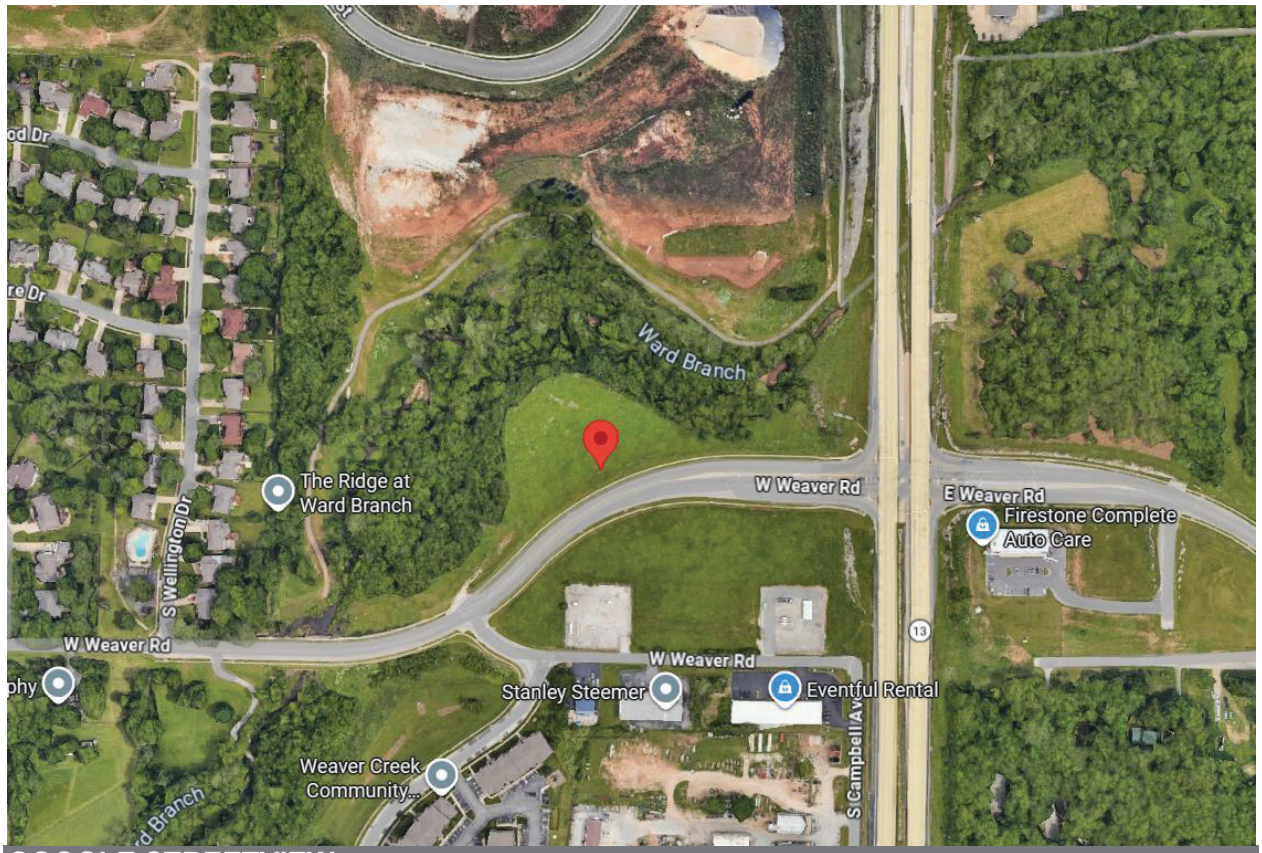
## PROJECT SUMMARY:

Request to rezone approximately 6.18 acres of property generally located at 535 West Weaver Road from C-MX1, Commercial Mixed-use Neighborhood with Conditional Overlay District No. 176 to GC, General Commercial.

| LOCATION MAP | ZONING MAP |
|---|---|
|  |  |

# DEVELOPMENT REVIEW STAFF REPORT

## GOOGLE AERIAL OF LOCATION:




## GOOGLE STREETVIEW:

# DEVELOPMENT REVIEW STAFF REPORT

## PROPERTY HISTORY:

The property was annexed into the City in 2003 and was zoned as R-SF. The subject property was rezoned from R-SF to R-MD, Medium-density Multi-family Residential District with Conditional Overlay District No. 78 in 2014.

The property was zoned to R-MD, Medium-Density Multi-family Residential District with Conditional Overlay District No. 152 in August 2018.

The property was rezoned to O-2, Office District with Conditional Overlay District No. 176 in July 2019.

The property was rezoned to CMX-1 and retained Conditional Overlay District No. 176 in April 2026 during the City-wide remapping.

## 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 is in 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.

CITY OF Springfield

# DEVELOPMENT REVIEW STAFF REPORT

## ZONING ORDINANCE REQUIREMENTS:

| CODE ITEM | REQUIREMENTS FOR GC DISTRICT |
|---|---|
| Minimum Lot area | n/a |
| Maximum Lot area | n/a |
| Minimum Lot Width | 50 feet |
| Maximum Lot width | n/a |
| Minimum Open Space | 20% |
| Maximum Height | n/a |
| Minimum Setbacks | Front – 25 feet<br>Side – 25 feet<br>Rear – n/a |
| Frontage Type | The default frontage type is the "Frontage C" according to Table 6-2. |
| Frontage Design | Front Building Line (build-to range): 30'–90'<br>Required Front Building Line: 40%+<br>Maximum Access Width: 30'<br>Access Spacing: Coordinated with Section 36-7.03 requirements<br>Minimum Parking Setback: 6' min.<br>Maximum Extent of Parking Frontage: n/a<br>Maximum Extent of Garage Bays: 25% of facade<br>Landscape: See Section 36-8.03 |
| Building Design Standards | Massing & Modulation: 150' / 2k s.f.<br>Entry Feature Spacing: 150' max.; 1/100' avg.<br>Minimum First Story Transparency: 40%; win 50' of entry<br>Minimum Upper Story Transparency: 15% (n/a for industrial buildings in LIC, HM) |

## COMPATIBILITY WITH COMPREHENSIVE PLAN:

PLACETYPE:

The *Comprehensive Plan's Land Use & Development* chapter identifies the subject property as 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.

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

- Access management is improved for vehicles through curb cut consolidation and cross-access between commercial properties, reducing traffic conflicts and backups.
- 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.
- As technology, trends, and funds permit, utilities are buried or consolidated along rear property lines, reducing conflicts with street trees, pedestrian infrastructure, and viewsheds.
- 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:

- Residential development and commercial buildings should be oriented to the street.
- 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.
- Pedestrian pathways within large parking lots provide safe access to business entrances.
- 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.
- Multi-story buildings designed with active ground floor spaces should be visible and inviting to increase a vibrant pedestrian environment.
- Use of quality materials, construction methods, workmanship, and design should be incorporated into new development and redevelopment.
- A mix of building heights is supported through structured site and building design strategies to soften the impact on adjacent lower intensity residential development.
- Lighting, landscaping, signage, mail, and delivery accommodations should also be proactively incorporated into the site design.

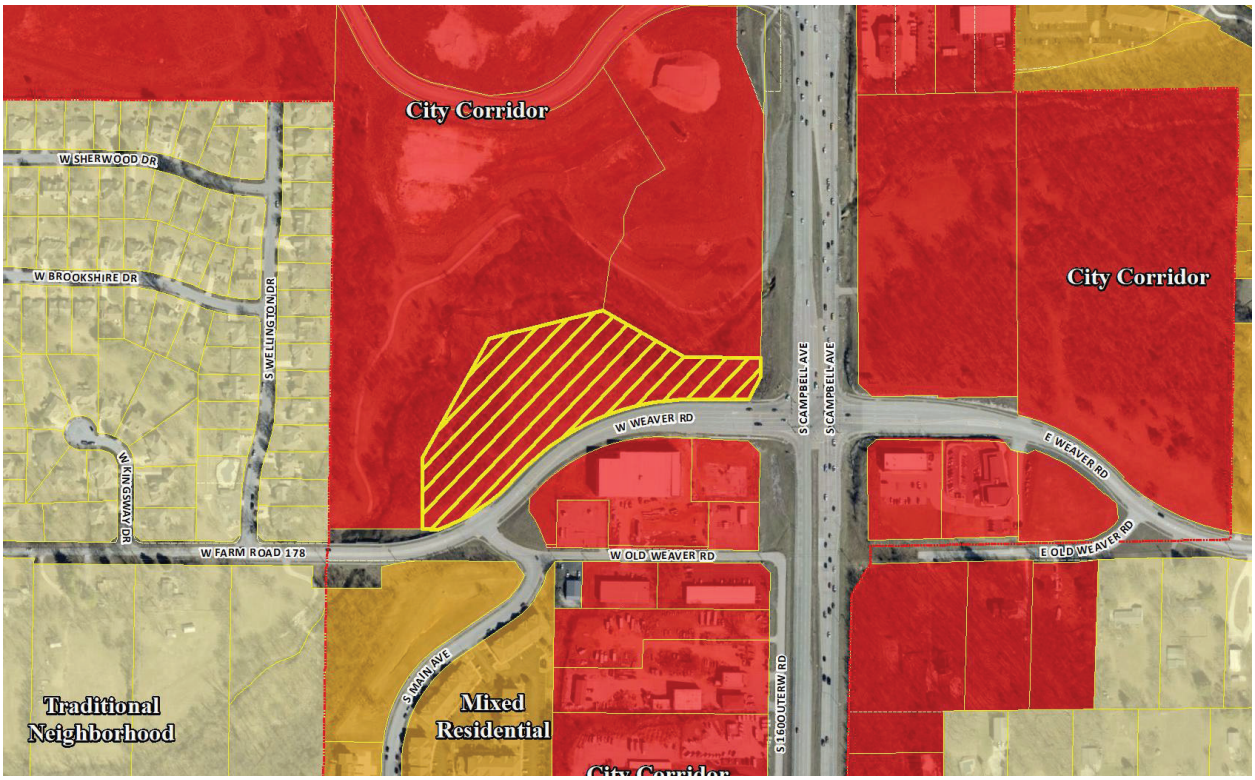
- Design should avoid the placement of mechanical equipment along major roadways or should be completely screened, along with adequate spacing for storage of waste receptacles.
- Best management practices for stormwater management are required in development projects and within public rights-of-way, such as permeable paving, rain gardens, green roofs, native landscaping, and other low impact design strategies.
- Encourage code adjustments regarding parking minimums instead of parking maximums.

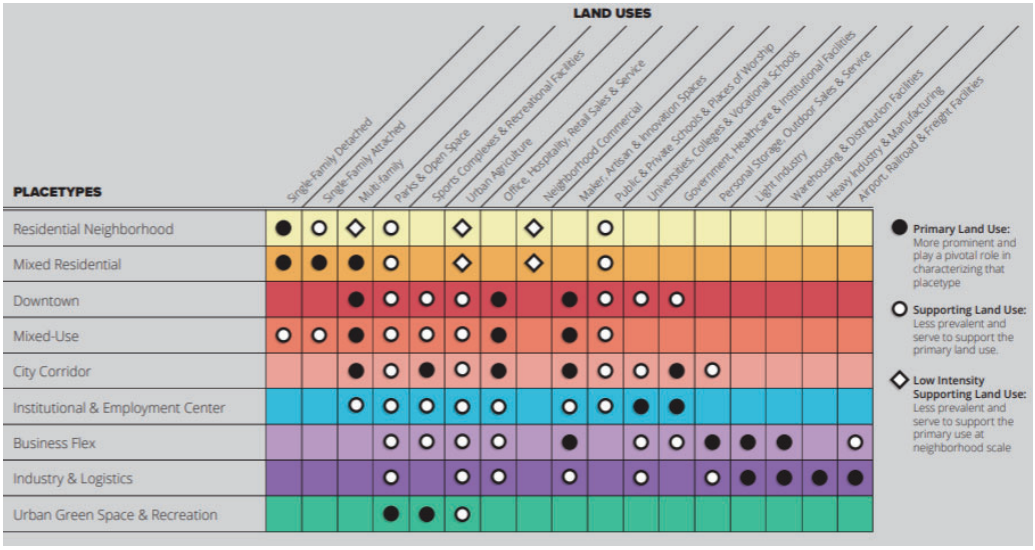
TRANSITIONS:

- Office and multifamily uses can be placed on the periphery of the placetype to transition into adjacent lower density residential Placetypes.
- 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.
- Commercial and higher density residential is sufficiently screened and buffered between low-density residential development.
- Multi-story buildings should be sited and designed to reduce the impact on adjacent lower intensity residential development.

# 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 | GC COD 78 | GC, PD 271 am 1 | GC | GC |
| LAND USE | Undeveloped land, apartments | Self-service Storage facility | Campbell Avenue right-of-way | Undeveloped land, greenway trail |
| PLACETYPES | City Corridor | City Corridor, Mixed Residential | City Corridor | City Corridor |

DEPARTMENT OF BUILDING DEVELOPMENT SERVICES:

No comments.

CITY UTILITIES:

No issues

DEPARTMENT OF ENVIRONMENTAL SERVICES WASTEWATER MANAGEMENT DIVISION:

No objection to rezoning.

FIRE DEPARTMENT:

No objections to rezoning.

# DEVELOPMENT REVIEW STAFF REPORT

## 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 Weaver Road | Secondary Arterial | City | 35 | 30 | 4,500 | No | Yes | Yes |
| **Street 2** | S Campbell Avenue | Expressway | MoDOT | 65 | 140 | 39,000 | No | Yes | No |

**ACCESS** - All proposed 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 just north of this property. There are no bus stops near this 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 |
|---|---|---|---|---|---|---|
| **535 W Weaver Rd** | Ward Branch | Yes | No | Yes | 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. Detention for Flood Control was approved for buyout using a fee in lieu of detention application during the design and build of the public improvements under 2019PW0065. The Ridge at Ward Branch discharges directly to the Ward Branch stream and Floodway/Floodplain.

**WATER QUALITY REQUIREMENTS**

1. Water Quality was not provided for this lot in 2019PW0065. Future development must design and build a water quality stormwater control measure.
a. 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. The Ward Branch floodway and floodplain are present on the property and shown on the plat. Floodplain permits are required for development within the floodplain.

**NATURAL CHANNEL & STREAM BUFFERS**
1. Ward Branch Large Stream is the northern boundary of this property. The 100 feet wide stream buffer was averaged across the site during the public improvements and platting process. The stream buffer is recorded on The Ridges at Ward Branch PH1 Subdivision plat. Disturbance is prohibited.

**SINKHOLES & KARST FEATURES**
N/A

## STAFF ANALYSIS AND RECOMMENDATION:

1. The applicant is requesting to rezone approximately 6.18 acres of property generally located at 535 West Weaver Road from C-MX1, Commercial Mixed-use Neighborhood with Conditional Overlay District No. 176 to GC, General Commercial. The applicant intends to build a residential and commercial mixed-use development.

2. The *Comprehensive Plan's Land Use & Development* chapter identifies the subject property within the City Corridor placetype. This 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.

3. The GC district is consistent with the City Corridor placetype. Retail sales and service and multi-family are listed as a primary land use in the City Corridor placetype.

4. The city and other agencies can provide services, facilities, and infrastructure that may be necessary for anticipated uses in the GC district. The capacity of the surrounding street network and access to street frontage is adequate for the proposed uses in the GC district.

5. There are few changing conditions in the area, and the predominant use is commercial in this area. This application advances the public interest by allowing commercial development in an area that has commercial uses.

6. A reasonably viable economic use of the subject property will not be precluded if the proposed rezoning is denied.

7. The proposed rezoning was reviewed by City departments and comments are contained in the staff report (above).

8. The applicant held a neighborhood meeting on July 20, 2026, regarding the rezoning request. A summary of the meeting is attached (Attachment 1).

9. 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. The planning and zoning commission may recommend, and the city council may require any of the following conditions to meet the rezoning and zoning site plan criteria:
    a. Restrict uses beyond those otherwise allowed in the zoning district;
    b. Increase landscape, bufferyards, or open space beyond what is required by this chapter;
    c. Limit building scale and location more strictly than otherwise permitted by the development standards;
    d. Increase the district performance standards beyond those required by this chapter regarding operations, noise, lighting, compatibility, or other mitigation of off-site impacts;
    e. Timing and concurrency of any offsite improvements necessary to support the intensity of development and according to associated technical studies; and
    f. Any other design or development standards depicted on the zoning site plan, included by notes on the zoning site plan, or included in the ordinance adopting the rezoning.

## AFFIDAVIT OF NEIGHBORHOOD NOTIFICATION and MEETING SUMMARY

1. Request change to zoning from: C-MX1 *(existing zoning)* to GC *(proposed zoning)*
2. Meeting Date & Time: Monday, July 20th, 2026 4:00pm-6:30pm
3. Meeting Location: The Library Center Community Room A
4. Number of invitations that were sent: 38
5. How the mailing list was generated: Provided by the City of Springfield
6. Number of neighbors in attendance (attach a sign-in sheet): 4
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.)

Only one attendee expressed concern. She asked about plans for a pedestrian walkway, how the development would affect traffic, and general questions about the appearance and purpose of the development. She had no complaints, and felt that all of her concerns were assuaged by explanations from the hosting party. Attendee refused to sign the sign-in sheet.

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

There were no written comments submitted nor any issues to address.

I, Natalie Swofford (*print name)*, attest that the neighborhood meeting was held on Monday, July 20th, 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."

*Signature of person completing affidavit*

Natalie Swofford
*Printed name of person completing affidavit*

**Neighborhood Meeting**
**Rezoning**
**535 W Weaver Road, Springfield MO**
Meeting Date: **July 20, 2026**
Meeting Time: **4:00 - 6:30 PM**
*Sign In Sheet*

| Name: | Address: | Phone # |
|---|---|---|
| DAVID GARRETT | 1611 W. MAIN, BUFFALO, MO | 417.327.9809 |
| Bill & Peggy McKinney | 945 Cavan Dr. Aurora, MO | 281-979-3276 |

CITY OF Springfield

## EXPLANATION TO COUNCIL BILL 2026-197 (JENSON)

**FILED:** 08/19/2026

**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 1.50 acres of property generally located at 4285 South Kansas Avenue from C-MX1, Commercial Mixed-use Neighborhood District with Conditional Overlay District No. 130, to R-MX2, Residential Mixed-density Neighborhood District; and adopting an updated Official Zoning Map. (By: Southland Christian Church of Springfield MO; 4285 South Kansas Avenue; Z-24-2026)

**PURPOSE:** To amend the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning approximately 1.5 acres of property generally located at 4285 South Kansas Avenue from C-MX1, Commercial Mixed-use Neighborhood District with Conditional Overlay District No. 130 to R-MX2, Mixed Density Neighborhood – Medium District. (Staff and Planning and Zoning Commission recommend approval.)

**BACKGROUND INFORMATION:** ZONING CASE NUMBER Z-24-2026

The applicant is requesting to rezone approximately 1.5 acres of property generally located at 4285 South Kansas Avenue from C-MX1, Commercial Mixed-use Neighborhood with Conditional Overlay District No. 130 to R-MX2, Mixed Density Neighborhood – Medium. The applicant intends to build a residential multifamily development.

**REMARKS:**The Planning and Zoning Commission held a public hearing on August 13, 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 applicant is requesting to rezone approximately 1.5 acres of property generally located at 4285 South Kansas Avenue from C-MX1, Commercial Mixed-use Neighborhood with Conditional Overlay District No. 130 to R-MX2, Mixed Density Neighborhood – Medium. The applicant intends to build a residential multifamily development.

2. The *Comprehensive Plan's Land Use & Development* chapter identifies the subject property within the City Corridor placetype. This 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.

3. The R-MX2 district is consistent with the City Corridor placetype. Multi-family is listed as a primary land use in the City Corridor placetype.

4. 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.

5. The development of the 1.5-acre property will be limited to a maximum of 40 dwelling units. This is a density of 29 dwelling units per acre.

6. The city and other agencies can provide services, facilities, and infrastructure that may be necessary for anticipated uses in the R-MX2 district. The capacity of the surrounding street network and access to street frontage is adequate for the proposed uses in the R-MX2 district.

7. There are few changing conditions in the area, and the predominant use is commercial in this area. This application advances the public interest by allowing commercial development in an area that has commercial uses.

8. A reasonably viable economic use of the subject property will not be precluded if the proposed rezoning is denied.

9. The proposed rezoning was reviewed by City departments and comments are contained in the staff report (above).

10. The applicant held a neighborhood meeting on July 23, 2026, regarding the rezoning request. A summary of the meeting is attached (Attachment 1).

11. 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.

2. Staff recommends approval of this request with conditions:

**Submitted By:** Michael Sparlin, Senior City Planner

**Authorized for inclusion on the agenda pursuant to City Code section 2-33:**
Maurice Jones, Deputy City Manager 08/26/2026

**Attachments:**
1. Z-24-2026 - 4285 South Kansas Avenue
2. Z-24-2026_exhA
3. Z-24-2026_exhB
4. Z-24-2026_exhC

One-rdg. _____
P. Hrngs. X
Pgs. _____
Filed: 09-01-26

Sponsored by: Jenson

First Reading: _____ Second Reading: _____

COUNCIL BILL 2026-197 GENERAL ORDINANCE _____

AN ORDINANCE

AMENDING Chapter 36, Article 4, Section 4.01B of the Land Development Code, 'Official Zoning Map,' by rezoning approximately 1.50 acres of property generally located at 4285 South Kansas Avenue from C-MX1, Commercial Mixed-use Neighborhood District with Conditional Overlay District No. 130, to R-MX2, Residential Mixed-density Neighborhood District; and adopting an updated Official Zoning Map.

WHEREAS, an application has been filed for a zoning change of the property generally located at 4285 South Kansas Avenue from C-MX1, Commercial Mixed-use Neighborhood District with Conditional Overlay District No. 130, to R-MX2, Residential Mixed-density Neighborhood District; and

WHEREAS, following proper notice, the Planning and Zoning Commission held a public hearing on August 13, 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 4285 South Kansas Avenue and described in "Exhibit A," which is attached hereto and incorporated herein by this reference, is hereby rezoned from C-MX1, Commercial Mixed-use Neighborhood

District with Conditional Overlay District No. 130, to R-MX2, Residential Mixed-density Neighborhood 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 tract of land located in the Northeast quarter (NE ¼) of the Northeast quarter (NE ¼) of the Northeast quarter (NE ¼) of Section Fifteen (15), Township Twenty-Eight (28), Range Twenty-Two (22).

BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
Commencing at the southeast corner of the Northeast quarter (NE ¼) of the Northeast quarter (NE ¼) of the Northeast quarter (NE ¼) of Section Fifteen (15), Township Twenty-Eight (28), Range Twenty-Two (22), thence west to the existing west right of way line of Kansas Avenue for the point of beginning, thence north along the west right of way of Kansas Avenue two hundred forty feet (240'), thence west two hundred seventy-five feet (275'), thence south two hundred forty feet (240') thence east two hundred seventy-five feet (275') to the existing west right of way of Kansas Avenue being the point of beginning all in the City of Springfield, Greene County Missouri.

EXHIBIT B
RECORD OF PROCEEDINGS

**Planning and Zoning Commission – August 13, 2026**

Z-24-2026
4285 South Kansas Avenue
**Applicant:** Southland Christian Church of Spfld, MO

Michael Sparlin stated that this is a request to rezone approximately 1.5 acres of property from C-MX1, Commercial Mixed-Use Neighborhood with Conditional Overlay District No.130 to R-MX2, Mixed Density Neighborhood – Medium.

Commissioner Doennig opened the public hearing.

Mr. Daniel Shannon, 8689 Gourley Road and here to answer any questions. He noted people attending the public meeting and asked them to call him if they have further questions after the meeting.

Commissioner Doennig closed the public hearing.

Commissioner Pauly commented on all the information that was presented wanted to applaud this group for putting it all together and believes it will be very beneficial.

**COMMISSION ACTION:**
Planning and Zoning Commissioner Hunton moved to approve Z-24-2026. Commissioner Pauly seconded the motion. The item **Passed** with the following votes: Ayes: Commissioner Doennig, Commissioner Scott, Commissioner Gunther, Commissioner Pauly, Commissioner McClure, Commissioner Souliere, Commissioner Hunton and Commissioner Morris. Nays: None. Absent: Commissioner Jacquez. Abstain: None.

Bob Hosmer, AICP
Planning Manager

CITY OF Springfield

# DEVELOPMENT REVIEW STAFF REPORT

## PROJECT INFORMATION:

| | |
|---|---|
| **Case Number:** | Z-24-2026 |
| **Location:** | 4285 South Kansas Avenue |
| **Total Acres:** | 1.5 acres |
| **Applicant:** | Southland Christian Church of Springfield MO |
| **Existing Land Use:** | Undeveloped land |
| **Neighborhood Meeting:** | July 23, 2026 |
| **Planning and Zoning Commission:** | August 13, 2026 |
| **City Council:** | September 8, 2026 |
| **Public Notification:** | Mail, posted property, and legal in the Springfield News-Leader |
| **Staff:** | Michael Sparlin, Senior Planner |
| **Staff recommendation:** | Staff recommends approval |
| **Proposed motion:** | I move to recommend approval of rezoning case Z-24-2026 (All commission motions are made in the affirmative). |
| **Required Vote:** | A majority of those present (5 members are a quorum). |

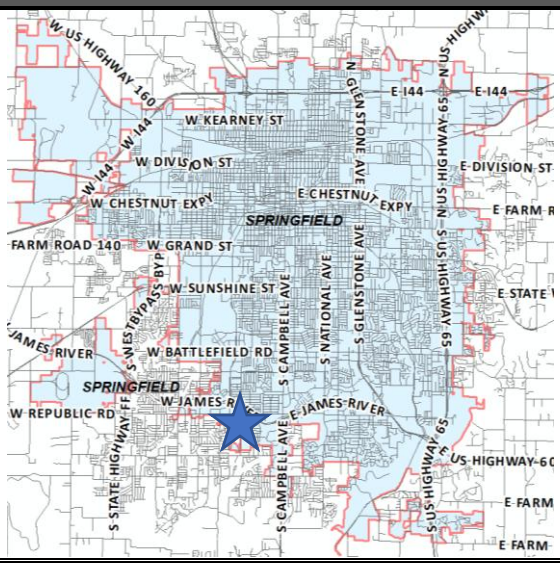
## PROJECT SUMMARY:

Request to rezone approximately 1.5 acres of property generally located at 4285 South Kansas Avenue from C-MX1, Commercial Mixed-use Neighborhood with Conditional Overlay District No. 130 to R-MX2, Mixed Density Neighborhood – Medium.

Staff recommends approval of this request with conditions:
This rezoning shall not become effective until the following condition is met:

a. An administrative replat to subdivide Lot 1 of the Final Plat of Southland Subdivision to create a new lot for the subject property known as 4285 South Kansas Avenue.

If this condition is not met by March 31, 2027, then the rezoning approval is null and void and the subject property will remain zoned C-MX1 with Conditional Overlay District No. 130.

| LOCATION MAP | ZONING MAP |
|---|---|
|  | |

# DEVELOPMENT REVIEW STAFF REPORT

## GOOGLE AERIAL OF LOCATION:

## GOOGLE STREETVIEW:

# DEVELOPMENT REVIEW STAFF REPORT

## PROPERTY HISTORY:

The subject property was rezoned from R-SF to O-1, Office District with Conditional Overlay District No. 130 in July 2017.

The subject property was rezoned to C-MX1 and retained the Conditional Overlay District No. 130 during the city-wide remapping in April 2026.

## 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 is in 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.

# DEVELOPMENT REVIEW STAFF REPORT

## ZONING ORDINANCE REQUIREMENTS:

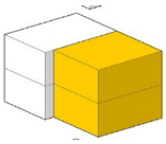
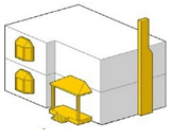
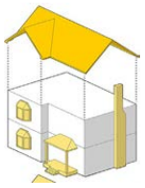
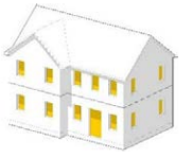
| CODE ITEM | REQUIREMENTS FOR R-MX2 |
|---|---|
| Lot Width Minimum | 25 - 100 feet |
| Building Setbacks | 10 - 25 feet front building line |
| Maximum Height | 25 – 65 feet; Any portion of a multi-unit building taller than 32' shall be setback at least 15' when property adjoins an R-SF district, and 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. |

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%<br>*Secondary* – 20-30% (limit 2)<br>*Accent* – 5-15%<br>Limit – 5 materials total | | *Primary – 55-80%*<br>*Secondary – 20-30%*<br>*Accent – 5-15%*<br>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 as 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.

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

- Access management is improved for vehicles through curb cut consolidation and cross-access between commercial properties, reducing traffic conflicts and backups.
- 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.
- As technology, trends, and funds permit, utilities are buried or consolidated along rear property lines, reducing conflicts with street trees, pedestrian infrastructure, and viewsheds.
- 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:

- Residential development and commercial buildings should be oriented to the street.

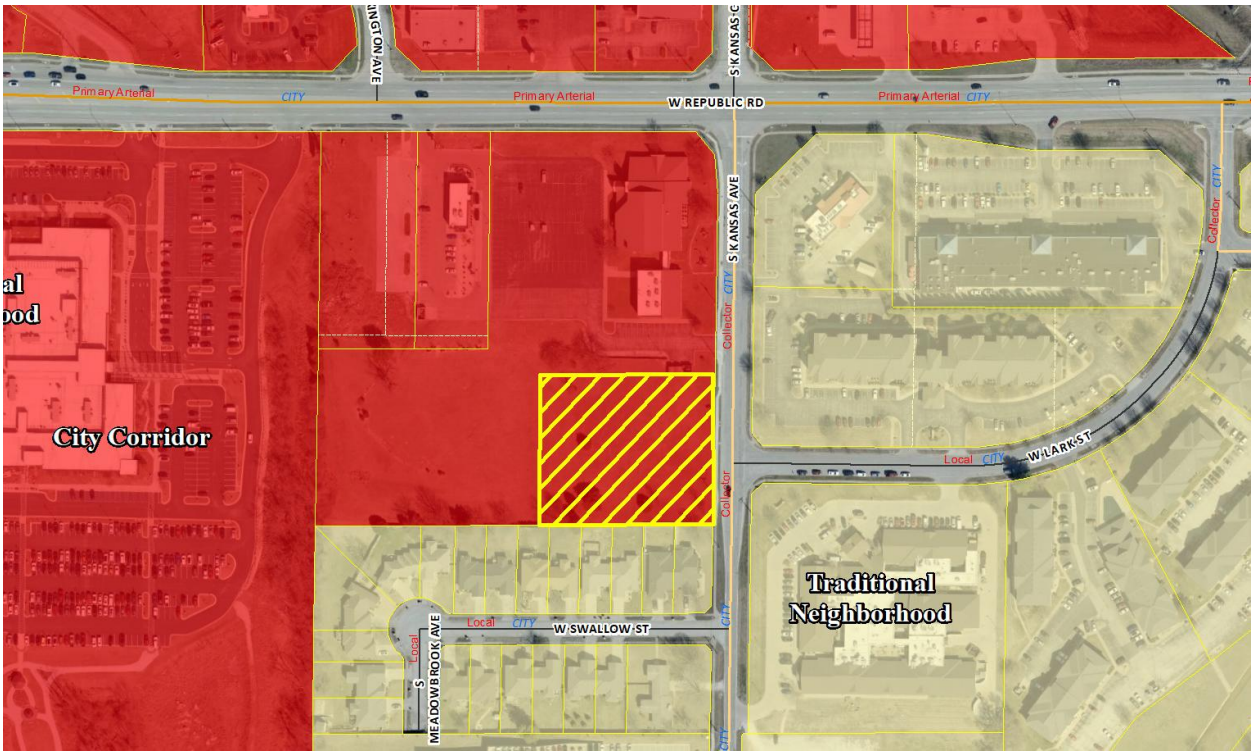
- Parking should be located behind or beside the primary buildings with abundant landscaping and screening to encourage greater interest and interaction between the adjoining street and the building, that contributes to community-wide quality of place.
- Pedestrian pathways within large parking lots provide safe access to business entrances.
- 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.
- Multi-story buildings designed with active ground floor spaces should be visible and inviting to increase a vibrant pedestrian environment.
- Use of quality materials, construction methods, workmanship, and design should be incorporated into new development and redevelopment.
- A mix of building heights is supported through structured site and building design strategies to soften the impact on adjacent lower intensity residential development.
- Lighting, landscaping, signage, mail, and delivery accommodations should also be proactively incorporated into the site design.
- 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.
- 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.
- Encourage code adjustments regarding parking minimums instead of parking maximums.

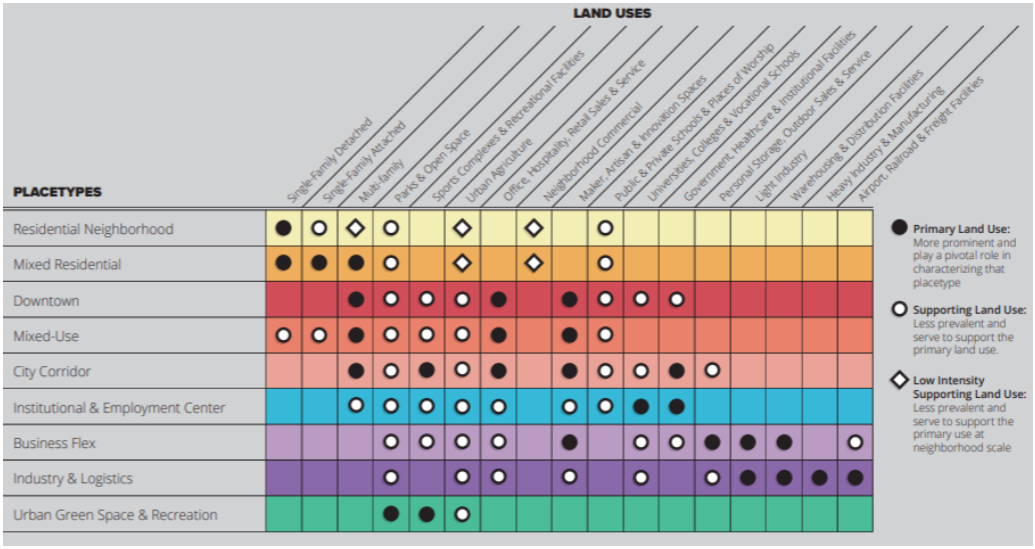
TRANSITIONS:

- Office and multifamily uses can be placed on the periphery of the placetype to transition into adjacent lower density residential Placetypes.
- 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.
- Commercial and higher density residential is sufficiently screened and buffered between low-density residential development.
- Multi-story buildings should be sited and designed to reduce the impact on adjacent lower intensity residential development.

# DEVELOPMENT REVIEW STAFF REPORT

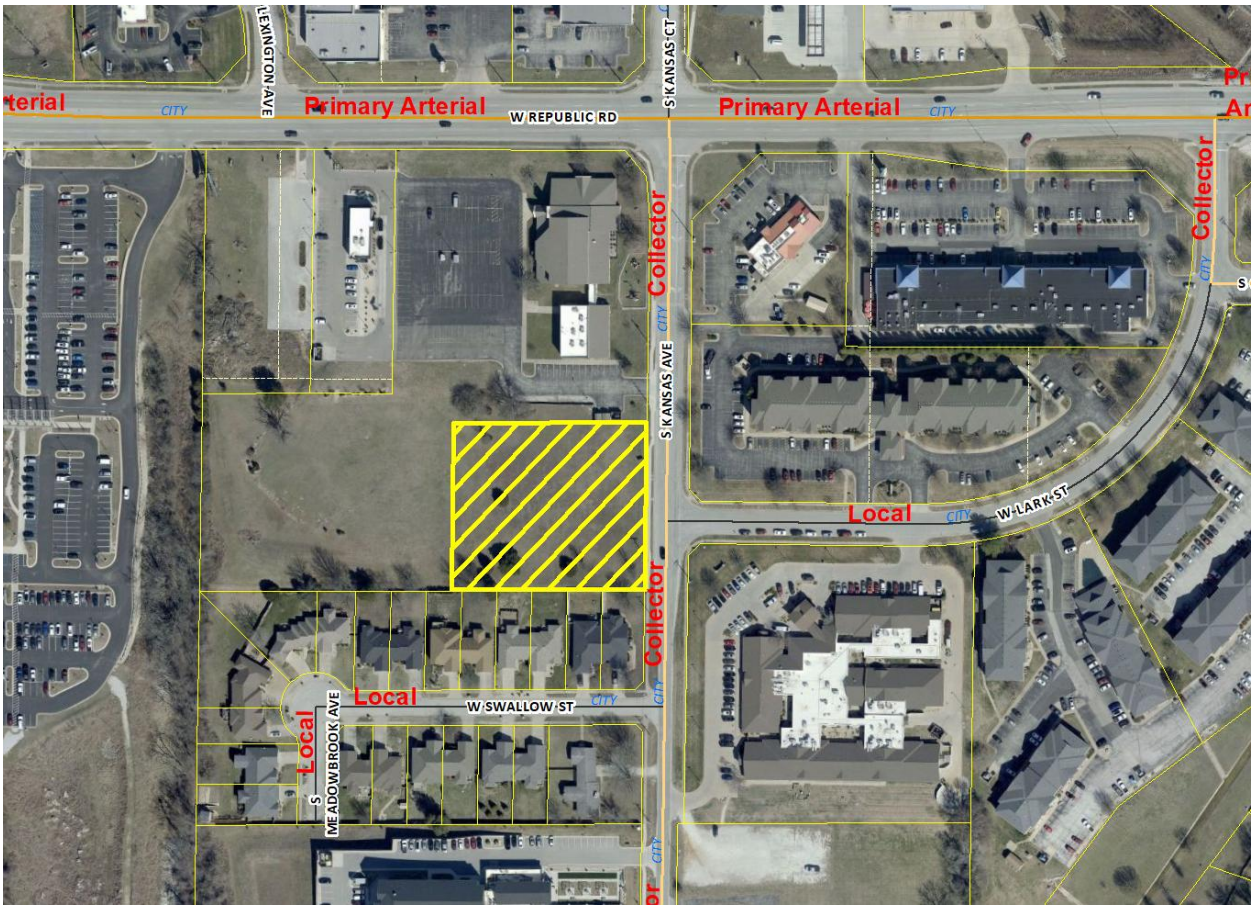
## FUTURE PLACETYPE MAP:



# DEVELOPMENT REVIEW STAFF REPORT

## MAJOR THOROUGHFARE MAP:




## SURROUNDING ZONING, LAND USES AND PLACETYPES:

| | NORTH | SOUTH | EAST | WEST |
|---|---|---|---|---|
| ZONING | GC COD 165 | R-SF | PD 88 am 3, C-MX1 | R-SF |
| LAND USE | Church | Single-family residential | Multifamily apartments, Senior living facility | Undeveloped land |
| PLACETYPES | City Corridor | Traditional neighborhood | Traditional neighborhood | City Corridor |

DEPARTMENT OF BUILDING DEVELOPMENT SERVICES:

No comments.

CITY UTILITIES:

No issues

# DEVELOPMENT REVIEW STAFF REPORT

DEPARTMENT OF ENVIRONMENTAL SERVICES WASTEWATER MANAGEMENT DIVISION:

No objection to rezoning.

FIRE DEPARTMENT:

No objections to 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 | Collector | City | 30 | 30 | 1,500 | No | Yes | Yes |

**ACCESS** - All proposed driveway approaches shall comply with current City of Springfield standards for the street classification.

**TRAILS, BUS STOPS, AND ADDITIONAL INFORMATION** - There are no Greenway Trails near this property. There are bus stops near the property on Republic Road.

**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 |
|---|---|---|---|---|---|---|
| **4285 S Kansas Ave** | Ward Branch | No | No | No | 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. Flood Control was designed and constructed during PRJ2011-00270 with a large regional basin in the SW corner of the property. The flood control is provided for the existing footprint only, future development will require new stormwater design or basin modification.

**WATER QUALITY REQUIREMENTS**

1. Water Quality was designed and constructed during PRJ2011-00270 with a large regional basin in the SW corner of the property. The water quality volume provided for the existing footprint only, future development will require new stormwater design or basin modification.

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 CHANNEL & STREAM BUFFERS**
N/A

**SINKHOLES & KARST FEATURES**
N/A

## STAFF ANALYSIS AND RECOMMENDATION:

1. The applicant is requesting to rezone approximately 1.5 acres of property generally located at 4285 South Kansas Avenue from C-MX1, Commercial Mixed-use Neighborhood with Conditional Overlay District No. 130 to R-MX2, Mixed Density Neighborhood – Medium. The applicant intends to build a residential multifamily development.

2. The *Comprehensive Plan's Land Use & Development* chapter identifies the subject property within the City Corridor placetype. This 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.

3. The R-MX2 district is consistent with the City Corridor placetype. Multi-family is listed as a primary land use in the City Corridor placetype.

4. 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.

5. The development of the 1.5 acre property will be limited to a maximum of 40 dwelling units. This is a density of 29 dwelling units per acre.

6. The city and other agencies can provide services, facilities, and infrastructure that may be necessary for anticipated uses in the R-MX2 district. The capacity of the surrounding street network and access to street frontage is adequate for the proposed uses in the R-MX2 district.

7. There are few changing conditions in the area, and the predominant use is commercial in this area. This application advances the public interest by allowing commercial development in an area that has commercial uses.

8. A reasonably viable economic use of the subject property will not be precluded if the proposed rezoning is denied.

9. The proposed rezoning was reviewed by City departments and comments are contained in the staff report (above).

10. The applicant held a neighborhood meeting on July 23, 2026, regarding the rezoning request. A summary of the meeting is attached (Attachment 1).

11. 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.
2. Staff recommends approval of this request with conditions: This rezoning shall not become effective until the following condition is met:

    a. An administrative replat to subdivide Lot 1 of the Final Plat of Southland Subdivision to create a new lot for the subject property known as 4285 South Kansas Avenue.

    If this condition is not met by March 31, 2027, then the rezoning approval is null and void and the subject property will remain zoned C-MX1 with Conditional Overlay District No. 130.

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. The planning and zoning commission may recommend, and the city council may require any of the following conditions to meet the rezoning and zoning site plan criteria:
    a. Restrict uses beyond those otherwise allowed in the zoning district;
    b. Increase landscape, bufferyards, or open space beyond what is required by this chapter;
    c. Limit building scale and location more strictly than otherwise permitted by the development standards;

d. Increase the district performance standards beyond those required by this chapter regarding operations, noise, lighting, compatibility, or other mitigation of off-site impacts;
e. Timing and concurrency of any offsite improvements necessary to support the intensity of development and according to associated technical studies; and
f. Any other design or development standards depicted on the zoning site plan, included by notes on the zoning site plan, or included in the ordinance adopting the rezoning.

## AFFIDAVIT OF NEIGHBORHOOD NOTIFICATION AND MEETING SUMMARY

1. Request change to zoning from: C-MX1 (existing zoning) to R-MX2 (proposed zoning)
2. Meeting Date & Time: July 23, 2026 4-6:30pm
3. Meeting Location: OWN Engineering - 3213 W. Bypass, Springfield, MO 65807
4. Number of invitations that were sent: 65
5. How the mailing list was generated: by the city
6. Number of neighbors in attendance (attach a sign-in sheet): 5
7. List the verbal comments and how you plan to address any issues:
(City Council does not expect all the issues to be resolved to the neighborhood's satisfaction; however, the developer must explain why the issues cannot be resolved).

The apartments will be visible from the backyards of the home owners.
We stated the Developer plans to plant a row of trees as a buffer and to help block some of the view.

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

NA

I, ASHLEY E. HARRIS (*print name*), attest that the neighborhood meeting was held on 7/23/26 (*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."

Ashley E. Harris
*Signature of person completing affidavit*

ASHLEY E. HARRIS
*Printed name of person completing affidavit*

# Neighborhood Meeting Sign in Sheet

PLN2026-00136 - 4285 S Kansas Ave

| Name | Phone Number | Email |
|---|---|---|
| Billie Frances Biddle | 417-300-4540 | |
| Debbie Hart | 417-234-0291 | DMSHANTZ@MAC.COM |
| Roseanne Posson | 312-590-9802 | |
| Owens | 5053583247 | |
| Jim Porter | — | — |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

COMMUNITY PARTNERSHIP
*Working Together to Build Strong Communities*

July 20, 2026

**Springfield Planning and Zoning Commission**
City of Springfield
840 Boonville Avenue
Springfield, MO 65802

**Re: Support for Arnold Place Rezoning Request – 4285 S. Kansas Expressway, Springfield, Missouri**

Dear Chair and Members of the Planning and Zoning Commission:

On behalf of Community Partnership of the Ozarks (CPO), I am pleased to express our strong support for the proposed Arnold Place affordable housing development at **4285 S. Kansas Expressway, Springfield, Missouri**, and the associated rezoning request.

CPO has long been committed to addressing homelessness and housing instability throughout Greene County. As the Lead Agency for Springfield and Greene County's Coordinated Entry System, we work daily with individuals and families experiencing homelessness, including veterans, seniors, and people living with disabilities. One of the greatest challenges we face is the shortage of quality, service-enriched affordable housing for individuals who are ready for permanent housing but have few appropriate options available.

Arnold Place directly addresses this critical community need. The development will provide high-quality, thoughtfully designed affordable housing integrated into a welcoming residential community rather than isolating vulnerable populations. We believe this approach represents the best practice for long-term housing stability, allowing veterans and individuals with disabilities to live alongside other residents while receiving the supportive services they need to remain successfully housed.

Particularly important is Arnold Place's commitment to reserving homes for disabled veterans and veterans exiting homelessness. Springfield has made significant progress in reducing veteran homelessness, but our community continues to face a shortage of permanent supportive housing options. Locating Arnold Place immediately adjacent to the Gene Taylor VA Community-Based Outpatient Clinic creates a unique opportunity for residents to access healthcare, behavioral health services, case management, and veteran benefits within walking distance of their homes. This proximity removes one of the greatest barriers to housing stability—access to essential services.

CPO is proud to partner with Cherryvale Development as the Lead Referral Agency and Lead Service Provider for Arnold Place. We will provide an onsite Resource Coordinator who will connect residents with supportive services including benefits enrollment, healthcare and

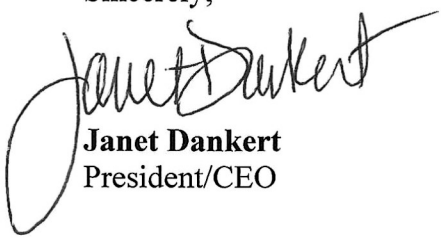
behavioral health referrals, employment assistance, financial literacy, transportation coordination, and other resources designed to promote long-term housing stability and self-sufficiency.

Arnold Place aligns with our community's ongoing efforts to expand the supply of affordable housing while ensuring residents have meaningful access to supportive services. Developments like Arnold Place help prevent homelessness, reduce reliance on emergency services, and create healthier, more stable neighborhoods for everyone.

We respectfully encourage the Springfield Planning and Zoning Commission to approve the requested rezoning. This project represents a thoughtful investment in Springfield's future and will provide lasting benefits to veterans, individuals with disabilities, and the broader community.

Thank you for your consideration of this important project and for your continued commitment to addressing Springfield's housing needs.

Sincerely,



**Janet Dankert**
President/CEO

**July 1, 2026**

Missouri Housing Development Commission
920 Main Street, Suite 1400
Kansas City, MO 64105

**Re: Letter of Support for Arnold Place**

Dear Commissioners:

I am pleased to offer my enthusiastic support for Arnold Place, a proposed affordable housing community to be developed by Cherryvale Development, LLC, in Springfield, Missouri.

Having spent my career serving the citizens of Greene County through public service, community leadership, and volunteerism, I understand the importance of creating communities that provide dignity, stability, and opportunity for people at every stage of life. Throughout the years, I have witnessed Springfield's tremendous growth as well as the increasing need for quality affordable housing for seniors, veterans, and individuals living on limited incomes.

Arnold Place represents exactly the type of thoughtful development our community needs. Its location near healthcare providers, public transportation, shopping, and the Veterans Health Care System will make it an ideal home for residents who benefit from convenient access to essential services while maintaining their independence.

I live just south of the proposed development, and I welcome Arnold Place as a valuable addition to the neighborhood. I believe the project will enhance the area by providing attractive, well-managed housing that reflects the high standards Cherryvale Development has established through its many successful affordable housing communities across Missouri.

Our community has long benefited from organizations and individuals willing to invest in solutions that improve lives. Arnold Place is one of those solutions. It will provide not only quality housing but also opportunities for residents to age with dignity, remain connected to supportive services, and continue participating in the life of our community.

I respectfully encourage the Missouri Housing Development Commission to give Arnold Place its strongest consideration for funding. I am confident this development will become an asset to Springfield and will positively impact the lives of its future residents for many years to come.

Thank you for your consideration.

Sincerely,

Annie Bush

Annie Bush

*Office of the Majority Leader*

**Alex Riley**

*State Representative*
*District 134*

July 22, 2026

Missouri Housing Development Commission
920 Main Street, Suite 1400
Kansas City, MO 64105

**RE: Arnold Place – Letter of Support**

To Whom It May Concern:

I am pleased to provide this letter of support for Arnold Place, a proposed 40-unit affordable housing community to be developed in Springfield, Missouri.

Arnold Place represents an important investment in housing stability for individuals and families in our community, particularly veterans who often face significant barriers to obtaining safe, affordable housing. The development's location adjacent to the Gene Taylor VA Clinic will provide residents with convenient access to healthcare services, case management, behavioral health resources, and other critical supports.

We are especially encouraged by the project's commitment to reserving eight units for disabled veterans and veterans exiting homelessness. Affordable housing that is paired with supportive services is essential to helping veterans maintain housing stability, improve health outcomes, and remain connected to community resources. The proximity to the VA Clinic creates a unique opportunity to connect residents with services designed to meet the specific needs of veterans while reducing transportation barriers and increasing access to care.

In addition to serving veterans, Arnold Place will provide affordable housing opportunities for other households in need throughout the Springfield community. The development team has demonstrated a commitment to creating a supportive residential environment through the provision of onsite services, resource coordination, and partnerships with local service providers. These services will help residents access healthcare, financial counseling, employment

assistance, educational opportunities, transportation resources, and other programs that promote long-term stability and self-sufficiency.

Springfield continues to experience a significant need for quality affordable housing. Arnold Place will help address this need by expanding the supply of well-designed, professionally managed housing while offering residents access to services that support successful tenancy and improved quality of life.

We believe Arnold Place will be a valuable addition to our community and will provide lasting benefits to veterans, families, and individuals who need affordable housing opportunities. We respectfully encourage the Missouri Housing Development Commission to give favorable consideration to this application.

Thank you for your commitment to expanding affordable housing opportunities throughout Missouri.

Sincerely,

Majority Leader Alex Riley
Missouri State Representative – 134th District

Springfield
Area Chamber of Commerce

Matt Morrow
*President*

"Everywhere Should Be Like This"

July 10, 2026

Missouri Housing Development Commission
920 Main Street, Suite 1400
Kansas City, MO 64105

Re: Support for Arnold Place – Springfield, Missouri

Dear Commissioners:

On behalf of the Springfield Area Chamber of Commerce, I am writing in support of Arnold Place, a proposed 40-unit affordable housing development adjacent to the Gene Taylor VA Clinic in Springfield.

The availability of quality, affordable housing is one of the most pressing challenges facing Springfield and our broader region. It is also an economic issue. An adequate supply of workforce and affordable housing is essential to attracting and retaining talent, supporting workforce stability, and sustaining long-term economic growth.

Arnold Place would address this need in a thoughtful and meaningful way. The development would provide high-quality affordable housing while reserving units for disabled veterans and veterans transitioning out of homelessness through the HUD-VASH program.

Its location next to the Gene Taylor VA Clinic is especially important. Residents would have convenient access to healthcare, counseling, benefits assistance, and other supportive services that can strengthen long-term housing stability and quality of life.

Our community has a responsibility to support those who have served our country. By reducing barriers to housing and healthcare, Arnold Place would help veterans live independently, remain connected to essential services, and continue contributing to our community.

The project has also earned support from veterans' organizations, service providers, healthcare partners, and other community stakeholders who recognize both the need and its potential impact.

For these reasons, the Springfield Area Chamber of Commerce supports Arnold Place and respectfully encourages the Commission to give favorable consideration to this application.

Sincerely,

Matt Morrow
President & CEO

John Q. Hammons Enterprise Center • 202 South John Q. Hammons Parkway • PO Box 1687 • Springfield, Missouri 65801-1687
417.862.5567 • fax: 417.862.1611 • email: matt@springfieldchamber.com • www.springfieldchamber.com • @matt_morrow

CENTERSTONE

- Integrated treatment for co-occurring mental health and substance use disorders
- Crisis intervention and stabilization services, as appropriate
- Care coordination and individualized treatment planning
- Telehealth services, when clinically appropriate
- Referrals to additional medical, behavioral health, and community resources

Centerstone of Missouri recognizes the unique behavioral health needs that many veterans experience, including post-traumatic stress, depression, anxiety, substance use disorders, and challenges associated with the transition from military to civilian life. Our clinicians are committed to providing trauma-informed, evidence-based care that promotes recovery, resilience, and successful community living.

Importantly, this partnership will expand access to behavioral healthcare for veterans residing at Arnold Place by providing services to honorably discharged veterans who choose to receive care outside the Veterans Administration, as well as veterans who are not eligible for VA healthcare benefits. Centerstone of Missouri is also committed to serving veterans who are uninsured, underinsured, or have no payer source. Our staff will work collaboratively with residents to identify available insurance coverage, public benefits, financial assistance programs, or other funding resources whenever possible so that financial barriers do not prevent access to medically necessary behavioral healthcare.

Centerstone of Missouri believes that stable housing and accessible healthcare are essential components of recovery. Through this partnership, we look forward to helping Arnold Place residents improve their behavioral health, strengthen community connections, maintain stable housing, and achieve greater independence and quality of life.

Centerstone of Missouri appreciates the opportunity to partner with Cherryvale Development on Arnold Place and respectfully commits to providing behavioral health services as outlined above, subject to resident eligibility and the availability of funding and clinical resources, should the development receive an award of Low-Income Housing Tax Credits from the Missouri Housing Development Commission.

We look forward to working together to improve the lives of veterans and other residents who will call Arnold Place home.

Sincerely,

W. C. Goddard

**Clay Goddard, MPA**
Southwest Regional President
Centerstone of Missouri

Delivering care that changes people's lives.

CENTERSTONE

July 17th 2026

**Missouri Housing Development Commission**
Attn: Rental Production Department
920 Main Street, Suite 1400
Kansas City, MO 64105

**Re: Letter of Intent to Provide Behavioral Health Services**
**Arnold Place – Springfield, Missouri**

To Whom It May Concern:

Centerstone of Missouri is pleased to provide this Letter of Intent in support of **Arnold Place**, a proposed 40-unit affordable housing community being developed by Cherryvale Development, LLC in Springfield, Missouri. Arnold Place will provide permanent affordable housing for individuals and families, including a dedicated set-aside of apartments for veterans with disabilities and veterans experiencing or at risk of homelessness.

Centerstone of Missouri is a nonprofit behavioral healthcare organization committed to helping individuals **get better, sooner, for longer** through compassionate, person-centered care. Centerstone of Missouri provides a comprehensive continuum of behavioral health services, including outpatient mental health treatment, psychiatric services, medication management, substance use disorder treatment, crisis intervention, care coordination, and other evidence-based services designed to promote recovery, independence, and overall wellness.

Centerstone of Missouri is pleased to partner with Cherryvale Development, Community Partnership of the Ozarks, the U.S. Department of Veterans Affairs, and other community organizations to ensure Arnold Place residents have access to high-quality behavioral healthcare that supports housing stability and long-term recovery.

Should Arnold Place receive funding through the Missouri Housing Development Commission, Centerstone of Missouri intends to serve as a behavioral health partner for the development by providing services both at our Springfield outpatient location and through scheduled on-site visits coordinated with the Arnold Place Resource Coordinator.

Centerstone of Missouri anticipates making the following services available to eligible Arnold Place residents:

- Comprehensive behavioral health assessments
- Individual counseling and psychotherapy
- Medication management
- Substance use disorder assessment and treatment

July 15, 2026

Missouri Housing Development Commission
920 Main Street, Suite 1400
Kansas City, MO 64105

**Re: Support for Arnold Place – Springfield, Missouri**

Dear Commissioners:

I am pleased to offer my enthusiastic support for Arnold Place, a proposed affordable housing community for veterans to be developed by Cherryvale Development, LLC in Springfield, Missouri.

As someone who has been actively involved in serving communities throughout southwest Missouri, I recognize the growing need for quality, affordable housing for those who have served our country. Many veterans face increasing challenges as they age, particularly those living on limited incomes or coping with disabilities. Housing that is both affordable and located near healthcare and supportive services can make a profound difference in their quality of life.

Arnold Place is thoughtfully designed to address those needs. Its location adjacent to the Gene Taylor Veteran's Clinic and other essential services will provide residents with convenient access to healthcare, transportation, and community resources. The development's service-enriched approach reflects a genuine commitment to helping veterans maintain stable housing while preserving their dignity and independence.

Cherryvale Development, LLC has demonstrated a strong commitment to developing quality affordable housing throughout Missouri. Their experience, professionalism, and dedication to creating communities that positively impact residents give me every confidence that Arnold Place will become an outstanding asset for Springfield.

I respectfully encourage the Missouri Housing Development Commission to give Arnold Place its highest consideration for funding. This development represents an important investment in those who have sacrificed so much in service to our nation.

Thank you for your consideration.

Sincerely,

*Courtney G Beykirch*

Courtney G Beykirch

5408 South Farm Road 181, Rogersville, Missouri, 65742 417.274.1234 c.beykirch1234@gmail.com

July 14, 2026

Missouri Housing Development Commission
920 Main Street, Suite 1400
Kansas City, MO 64105

**Re: Letter of Support for Arnold Place – Springfield, Missouri**

Dear Members of the Missouri Housing Development Commission:

As City Manager for the City of Springfield, I am writing to express my strong support for the proposed Arnold Place affordable housing development.

Springfield continues to experience a significant need for quality, attainable housing. Arnold Place addresses that need by creating 40 new affordable apartment homes while leveraging partnerships among healthcare providers, housing agencies, nonprofit organizations, and community service providers.

The development aligns with Forward SGF, the City's Comprehensive Plan, and directly advances one of the Springfield City Council's adopted strategic priorities—Housing. By expanding housing opportunities and connecting residents with healthcare, employment, transportation, and supportive services, Arnold Place represents the type of investment our community needs.

The project is especially impactful because it dedicates eight apartments to disabled veterans and veterans transitioning out of homelessness through Veterans Affairs Supportive Housing (VASH) project-based vouchers. Its location adjacent to the Gene Taylor VA Community-Based Outpatient Clinic provides convenient access to healthcare, behavioral health services, pharmacy services, case management, and other resources that support long-term housing stability.

Cherryvale Development has demonstrated a commitment to addressing Springfield's housing needs through collaboration with local partners. Arnold Place exemplifies the kind of public-private partnership that advances our adopted housing priorities while creating lasting community benefit.

For these reasons, I strongly support the Arnold Place development and respectfully encourage the Missouri Housing Development Commission to give this application its favorable consideration.

Thank you for your consideration and for your continued commitment to expanding quality housing opportunities throughout Missouri.

Sincerely,

David Cameron
City Manager

July 17, 2026

**Missouri Housing Development Commission**
920 Main Street, Suite 1400
Kansas City, MO 64105

Dear Members of the Missouri Housing Development Commission:

The Ozark Region Workforce Development Board (Board) is pleased to provide this letter of support for Arnold Place, a proposed 40-unit affordable housing development by Cherryvale Development, LLC, to be located adjacent to the Gene Taylor VA Clinic in Springfield, Missouri.

Arnold Place will provide quality affordable housing for low-income households, including eight units reserved for disabled veterans and veterans experiencing or at risk of homelessness. The development will include an onsite Resource Coordinator who will work closely with residents to identify goals and connect them with community resources. The Board welcomes the opportunity to collaborate with the Resource Coordinator to ensure residents are aware of and have access to workforce development services offered through the Missouri Job Center.

The ORWDB oversees the Workforce Innovations and Opportunity Act (WIOA) Title I programs, including the operations of the Missouri Job Center (MJC) for the Ozark Region. The Ozark Region consists of Christian, Dallas, Greene, Polk, Stone, Taney, and Webster counties. The ORWDB is fully committed to being an active partner in the implementation and success of this project and highly supports the referral to WIOA programs for review of potential co-enrollment opportunities that may contribute to offering the maximum amount of wraparound support and resources available.

The Board recognizes that stable housing and meaningful employment are fundamental to achieving long-term self-sufficiency. We are pleased to support Cherryvale Development, LLC and Community Partnership of the Ozarks to assist Arnold Place residents in increasing employment opportunities, developing marketable skills, and improving their economic stability.

Sincerely,

Andrea Sitzes

*Andrea Sitzes*
*Board Chair*
*Ozark Region Workforce Development Board*
*Missouri Job Center – Ozark Region*

CENTERSTONE

July 22, 2026

**Springfield Planning and Zoning Commission**
City of Springfield
840 N. Boonville Avenue
Springfield, MO 65802

**Re: Support for Rezoning Request – Arnold Place, 4285 S. Kansas Expressway**

Dear Members of the Planning and Zoning Commission:

On behalf of Centerstone of Missouri, I am pleased to offer our strong support for the proposed rezoning of the Arnold Place development at 4285 S. Kansas Expressway to R-MX2.

Centerstone has proudly served the behavioral health needs of southwest Missouri for decades, providing comprehensive mental health, substance use treatment, psychiatric services, and recovery support to individuals and families throughout our region. Every day, we see firsthand how the lack of stable, affordable housing creates significant barriers to recovery, healthcare access, employment, and long-term stability.

Arnold Place represents exactly the type of thoughtful, service-enriched housing our community needs. The development has been intentionally designed to provide high-quality affordable housing for households with modest incomes, including disabled veterans and veterans exiting homelessness. Its location adjacent to the Gene Taylor VA Community-Based Outpatient Clinic creates an exceptional opportunity for residents to access healthcare, behavioral health services, and supportive resources while remaining integrated into a quality residential neighborhood.

Centerstone is proud to partner with Cherryvale Development and Community Partnership of the Ozarks in supporting the residents of Arnold Place. Through this partnership, we anticipate providing behavioral health counseling, psychiatric services, medication management, substance use treatment, and coordinated referrals through both scheduled onsite services and appointments at our facilities. Importantly, Centerstone of Missouri is able to serve veterans regardless of discharge status, ensuring that individuals who may not qualify for certain federal veteran benefits still have access to essential behavioral health care.

Research consistently demonstrates that safe, stable housing is one of the strongest predictors of successful behavioral health outcomes. Housing combined with voluntary supportive services reduces psychiatric crises, emergency room utilization, hospitalization, and homelessness while improving overall health, employment, and community engagement. Arnold Place embraces this

**COMMUNITY LETTER OF SUPPORT**
**Arnold Place – Affordable Housing for Veterans and Individuals with Disabilities**
**Springfield, Missouri**

**To the Missouri Housing Development Commission:**

We, the undersigned members and supporters of the Veterans of Foreign Wars, respectfully express our strong support for the proposed **Arnold Place** affordable housing development to be located adjacent to the Gene Taylor VA Clinic in Springfield, Missouri.

Arnold Place is a proposed 40-unit affordable apartment community that will provide high-quality, accessible housing for low-income individuals, including disabled veterans and veterans transitioning from homelessness. The development will include units supported by HUD-VASH vouchers and will work closely with the U.S. Department of Veterans Affairs, Community Partnership of the Ozarks, and other community organizations to provide residents with access to healthcare, case management, transportation assistance, employment resources, and other supportive services.

For many veterans, stable housing is the foundation for better health, independence, and dignity. Locating Arnold Place immediately adjacent to the Gene Taylor VA Clinic will remove transportation barriers and provide convenient access to primary care, mental health services, rehabilitation, pharmacy services, social work, and other essential veteran resources.

Too many veterans who honorably served our nation continue to struggle to find safe, affordable housing. Arnold Place represents an opportunity for our community to honor that service by providing housing that allows veterans to live with stability, security, and respect.

We believe this development will be a valuable asset to Springfield and the surrounding region, and we respectfully encourage the Missouri Housing Development Commission to give Arnold Place its strongest consideration for funding.

Thank you for your commitment to addressing Missouri's affordable housing needs and for supporting projects that serve those who have served our country.

Respectfully,

| **Signature** | **Printed Name** |
|---|---|
| | RONALD LINHART |
| | |

| Signature | Printed Name |
| --- | --- |
| Mark Christ | MARK CHRIST USAF Retired |
| Chuck Peeters | CHUCK PEETERS ARMY |
| Michael Derby | Michael A. Derby Army |
| Amanda Derby | Amanda Derby |
| Jodie Rivet | Jodie Rivet |
| Daniel K. Rivet | Daniel K. Rivet 1st Army |
| Arnold Wilkerson | Arnold Wilkerson |
| Debbie Wilkerson | Debbie Wilkerson |
| Velma Wagner | Velma Wagner |
| Walford A Galloway | Walford A Galloway |
| Jennifer Douglass | Jennifer Douglass |
| Mary Ann Pendergraft | Mary Ann Pendergraft |
| Sherry Reed | Sherry Reed |

**Veterans of Foreign Wars Post** _____

**Date:** _____

Janice Powell
Bill Powell
Laurie Peeters
Connie Eighmy
Charles Hudson
Alisha Smith

Janice Powell
Bill Powell
Laurie Peeters
CONNIE EIGHMY

## EXPLANATION TO COUNCIL BILL 2026-198 (HARDINGER)

**FILED:** 08/19/2026

**ORIGINATING DEPARTMENT:** Economic Vitality and Workforce Development

**TITLE:** A special ordinance authorizing the City Manager, or designee, to accept Workforce Innovation and Opportunity Act Title III Wagner-Peyser Act funds from Missouri's Department of Higher Education and Workforce Development in the amount of $500,000; and amending the Fiscal Year 2026-2027 budget of the Department of Economic Vitality and Workforce Development.

**PURPOSE:** To authorize he City Manager, or designee, to accept Workforce Innovation and Opportunity Act Title III Wagner-Peyser Act funds from Missouri's Department of Higher Education and Workforce Development in the amount of $500,000; and amending the Fiscal Year 2026-2027 budget of the Department of Economic Vitality and Workforce Development.

**BACKGROUND INFORMATION:** Missouri's DHEWD allocates Title III WIOA Wagner-Peyser funds to workforce areas statewide to provide core employment services and job placement assistance. The Ozark Region has been awarded an additional $500,000 in Wagner-Peyser funds specifically designated for supply and equipment modernizations within the Springfield Job Center.

> **WIOA Title III Wagner-Peyser Allocation:** The additional $500,000 in Wagner-Peyser funding will be utilized in accordance with grant guidelines. These funds are strictly limited to supply and equipment modernizations and are not permitted to be used for physical building changes, construction, tuition assistance, or direct participant costs. Specific expenditures will include public-access computer replacements, upgraded staff workstations, and furniture to improve the overall customer and operational experience.

**FUNDING STRUCTURE AND TIMELINE:** This additional formula funding is allocated through DHEWD with a project performance period aligned with the active WIOA grant cycle. This funding does not require matching funds.

**FISCAL IMPACT:** The additional allocation provides external federal/state pass-through funding to support Division operations and direct participant services without impacting the General Fund.

**REMARKS:** This program directly supports the following City Council Priorities: **Economic Vitality and Public Safety**

**Submitted By:** Ericka Schmeeckle, Assistant Director of Workforce Development

**Authorized for inclusion on the agenda pursuant to City Code section 2-33:**
Maurice Jones, Deputy City Manager 08/26/2026

**Attachments:**
1. WIOA Title III Wagner-Peyser Budget Adjustment
2. Exhibit A - Budget Adjustment 0018

One-rdg. _____
P. Hrngs. _____
Pgs. _____
Filed: 09-01-26

Sponsored by: Hardinger

First Reading: _____ Second Reading: _____

COUNCIL BILL 2026-198 SPECIAL ORDINANCE _____

AN ORDINANCE

AUTHORIZING the City Manager, or designee, to accept Workforce Innovation and Opportunity Act Title III Wagner-Peyser Act funds from Missouri's Department of Higher Education and Workforce Development in the amount of $500,000; and amending the Fiscal Year 2026-2027 budget of the Department of Economic Vitality and Workforce Development.

_____

WHEREAS, the Missouri Department of Higher Education and Workforce Development allocates Title III Workforce Innovation and Opportunity Act ("WIOA") Wagner-Peyser funds to workforce regions statewide to provide core employment services and job placement assistance; and

WHEREAS, the Ozark Region has been awarded an additional $500,000 in Wagner-Peyser funds specifically designated for supply and equipment modernizations within the Springfield Job Center, to include public-access computer replacements, upgraded staff workstations, and furniture; and

WHEREAS, this additional formula funding has a project performance period aligned with the active WIOA grant cycle; and

WHEREAS, this formula funding does not require matching funds; and

WHEREAS, an amendment to the budget of the Department of Workforce and Economic Vitality for Fiscal Year 2026-2027 totaling $500,000 has been recommended by the City Manager.

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 accept Title III WIOA Wagner-Peyser funds from Missouri's Department of Higher Education and Workforce Development in the amount of $500,000.

Section 2 – The budget of the Department of Economic Vitality and Workforce Development for Fiscal Year 2026-2027 is hereby amended in the accounts and in the amounts as shown on Budget Adjustment 0018, a copy of which is attached hereto and incorporated herein by reference as “Exhibit A.”

Section 3 – City Council 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 – 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

CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Exhibit A

Budget Adjustment
0018

Revenues:

| Fund | Dept | Org | Account | P&G | Location | Amount | Description |
|---|---|---|---|---|---|---|---|
| 24140 | 21 | 28210 | 416010 | 000000 | 00000 | $ 500,000 | DHEWD Wagner-Peyser PY26 Funding |
| Net Revenue Adjustment | | | | | | $ 500,000 | |

Expenditures:

| Fund | Dept | Org | Account | P&G | Location | Amount | Description |
|---|---|---|---|---|---|---|---|
| 24140 | 21 | 28210 | 501240 | 000000 | 00000 | $ 500,000 | Office Supplies |
| Net Expenditure Adjustment | | | | | | $ 500,000 | |

Fund Balance Appropriation:

| Fund | | Title | Amount |
|---|---|---|---|
| 24140 | | | |

Explanation: To amend the FY2026-27 budget by appropriating funds from federal grant revenue to support the Department of Workforce Development and Economic Viality's DHEWD Wagner-Peyser PY26/FY27 funding.

Requested By:

08/19/26
Department Head Date

Approved By:

08/19/26
Director of Finance Date

City Manager Date

Authorization:

Council Bill No. 2026-198
Ordinance No. _____
1st Reading _____
2nd Reading _____
Journal Imp No. _____

CITY OF Springfield

## EXPLANATION TO COUNCIL BILL 2026-199 (LEE)

**FILED:** 08/20/2026

**ORIGINATING DEPARTMENT:** Health

**TITLE:** A special ordinance authorizing the City Manager, or designee, to appropriate up to $500,000 of the City's Opioid Settlement Funds to conduct a Substance Use and Mental Health Asset Mapping project; and amending the Fiscal Year 2026-2027 budget of the Springfield-Greene County Health Department in the amount of the selected project bid.

**PURPOSE:** An ordinance authorizing the City Manager, or designee, to appropriate up to $500,000 of the City's Opioid Settlement Funds to conduct a Substance Use and Mental Health Asset Mapping project; and amending the Fiscal Year 2026-2027 budget of the Springfield-Greene County Health Department in the amount of the selected project bid.

**BACKGROUND INFORMATION:** In recent years, the City of Springfield ("City") has received Opioid Settlement Funds through numerous nationwide settlements with drug manufacturers and pharmacies. These funds are to be used to support programs that treat, prevent, or mitigate the effects of the opioid crisis. To that end, the Springfield-Greene County Health Department ("SGCHD") is seeking a qualified third-party consultant to conduct a comprehensive asset mapping project for substance use and mental health services within Greene County. Recommended by the Greene County Overdose Fatality Review Board, with SGCHD serving as the contract administrator, this initiative aims to understand and improve the systems of care for mental health and substance use.

This budget adjustment accepts the increase in funds and budgets the amount of up to $500,00 in expenditures in the SGCHD Fiscal Year 2026-2027.

**REMARKS:** The Springfield-Greene County Health Department recommends approval of this Council bill and budget adjustment appropriating the Opioid Settlement Funds.

**Submitted By:** Anna Kremer, Health Policy Analyst

**Authorized for inclusion on the agenda pursuant to City Code section 2-33:**
Collin Quigley, Deputy City Manager 08/26/2026

**Attachments:**
1. Opioid Settlement Funds BA 2026_Ord
2. BA0014 HEA FY26-27 Approp Fund Bal Opioid Settlement Fund for Substance Use and Mental Health Asset Mapping Project-1

One-rdg. _____
P. Hrngs. _____
Pgs. _____
Filed: 09-01-26

Sponsored by: Lee

First Reading: _____ Second Reading: _____

COUNCIL BILL 2026-199 SPECIAL ORDINANCE _____

AN ORDINANCE

AUTHORIZING the City Manager, or designee, to appropriate up to $500,000 of the City's Opioid Settlement Funds to conduct a Substance Use and Mental Health Asset Mapping project; and amending the Fiscal Year 2026-2027 budget of the Springfield-Greene County Health Department in the amount of the selected project bid.

_____

WHEREAS, in recent years, the City of Springfield ("City") has received Opioid Settlement Funds through numerous nationwide settlements with drug manufacturers and pharmacies. These funds are to be used to support programs that treat, prevent, or mitigate the effects of the opioid crisis; and

WHEREAS, to that end, the Springfield-Greene County Health Department ("SGCHD") is seeking a qualified third-party consultant to conduct a comprehensive asset mapping project for substance use and mental health services within Greene County; and

WHEREAS, recommended by the Greene County Overdose Fatality Review Board, with SGCHD serving as the contract administrator, this initiative aims to understand and improve the systems of care for mental health and substance use.

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 appropriate up to $500,000 of the City's Opioid Settlement Funds to conduct a Substance Use and Mental Health Asset Mapping project and to execute contracts necessary to carry out the intent of this grant on forms approved by the City Attorney.

Section 2 – The Fiscal Year 2026-2027 budget of the Springfield-Greene County Health Department is hereby amended in the accounts and in the amounts as shown on Budget Adjustment No. 0014, a copy of which is attached hereto and incorporated herein by reference as "Exhibit A."

Section 3 – City Council 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. In the event additional funding is provided under this grant by the grantor, the Director of Finance is hereby authorized to adjust this appropriation by an amount not to exceed 20 percent.

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: Mary B. Bozarth, Assistant City Attorney

Approved for Council action: _____, City Manager

CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Exhibit A

Budget Adjustment
0014

Revenues:

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

Expenditures:

| Fund | Dept | Org | Account | P&G | Location | Amount | Description |
|---|---|---|---|---|---|---|---|
| 22830 | 11 | 50010 | 504580 | 000000 | 10736 | $ 500,000 | Substance Use and Mental Health Asset Mapping Contract |
| Net Expenditure Adjustment | | | | | | $ 500,000 | |

Fund Balance Appropriation:

| Fund | | Title | Amount |
|---|---|---|---|
| 22830 | | Opioid Settlement Fund | (500,000) |

Explanation: To amend the FY27 budget by appropriating an additional $500,000 in Opioid Settlement Funds to be used for the Substance Use and Mental Health Asset Mapping project.

Requested By:

08/20/26
Department Head Date

Approved By:

08/20/26
Director of Finance Date

City Manager Date

Authorization:

Council Bill No. 2026-199
Ordinance No.
1st Reading
2nd Reading
Journal Imp No.

## EXPLANATION TO COUNCIL BILL 2026-200 (CARROLL)

**FILED:** 08/20/2026

**ORIGINATING DEPARTMENT:** Finance

**TITLE:** A special ordinance authorizing the City of Springfield, Missouri, through the City Manager, or designee, to enter into Schedule of Equipment No. 3 which will become a part of its existing Master Equipment Lease Purchase Agreement, the proceeds of which will be used to pay the costs of acquiring and installing equipment for the City's Parks Department and certain hardware and software for use by the City, to do all things necessary to carry out the lease-purchase transaction, including the execution of certain documents in connection therewith; and amending the budget of the City for Fiscal Year 2026-2027 in the amount of $1,418,720.

**PURPOSE:** Authorizing the City of Springfield, Missouri, through the City Manager, or designee, to enter into Schedule of Equipment No. 3 which will become part of its existing Master Equipment Lease Purchase Agreement, the proceeds of which will be used to pay the costs of acquiring and installing equipment for the City's Parks Department and certain hardware and software for use by the City, to do all things necessary to carry out the lease-purchase transaction, including execution of certain documents in connection therewith; and amending the budget of the City for Fiscal Year 2026-2027 in the amount of $1,418,720.

**BACKGROUND INFORMATION:** The City has utilized a master lease agreement over the last several years as a low-cost means of acquiring capital equipment. This financing mechanism has allowed the City to acquire much-needed capital equipment and spread the costs over several years. The financing term is five years. At the end of the five-year period, the City will own the equipment.
The proceeds of Schedule of Equipment No. 3 will be used to purchase equipment ( mowers, exercise equipment, and specialized equipment) for Parks and Golf and hardware and software for the Information Services Department.
The transaction will be financed by U.S. Bank under our Master Equipment Lease Purchase Agreement. The interest rate is 4.36%

**Submitted By:** David Holtmann, Springfield Police Officers' and Fire Fighters' Retirement System Board

**Authorized for inclusion on the agenda pursuant to City Code section 2-33:**
Collin Quigley, Deputy City Manager 08/26/2026

**Attachments:**
1. Equipment Lease Purchase Agreemen_Ord
2. Exhibit 1 to Ordinance-Schedule of Equipment No 3 to MELPA

3. Exhibit 2 to Ordinance-Escrow Agreement
4. Exhibit 3 to Ordinance-Tax Certificate
5. Exhibit 4 _BA0016 FIN Parks and IS FY27 Capital Equipment Lease BA

One-rdg. _____
P. Hrngs. _____
Pgs. _____
Filed: 09-01-26

Sponsored by: Carroll

First Reading: _____ Second Reading: _____

COUNCIL BILL 2026-200 SPECIAL ORDINANCE _____

AN ORDINANCE

AUTHORIZING the City of Springfield, Missouri, through the City Manager, or designee, to enter into Schedule of Equipment No. 3 which will become a part of its existing Master Equipment Lease Purchase Agreement, the proceeds of which will be used to pay the costs of acquiring and installing equipment for the City's Parks Department and certain hardware and software for use by the City, to do all things necessary to carry out the lease-purchase transaction, including the execution of certain documents in connection therewith; and amending the budget of the City for Fiscal Year 2026-2027 in the amount of $1,418,720.

_____

WHEREAS, as authorized by Special Ordinance 28066, the City of Springfield, Missouri (the "City"), as lessee, previously entered into a Master Equipment Lease Purchase Agreement dated as of November 21, 2024 (the "Master Lease"), with U.S. Bancorp Government Leasing and Finance, Inc., as lessor (the "Lessor"), pursuant to which the City will from time to time lease certain equipment on a tax-exempt basis from the Lessor pursuant to schedules of equipment thereto, on a year-to-year basis with an option to purchase the Lessor's interest in such equipment; and

WHEREAS, the City desires to obtain funds to pay the costs of acquiring and installing equipment for the Parks Department and certain hardware and software for use by the City (as further described in the herein-defined Schedule No. 3, the "Equipment"); and

WHEREAS, the Finance Department has obtained a competitive rate quotation for the financing; and

WHEREAS, the Equipment will be acquired and installed in accordance with the City's Purchasing Manual; and

WHEREAS, in order to facilitate the foregoing and to pay the cost of acquiring and installing the Equipment, it is necessary and desirable for the City to take the following actions:

1. Enter into Schedule of Equipment No. 3 to the Master Lease (which incorporates the terms and conditions of the Master Lease), in substantially the form attached hereto as **Exhibit 1** ("Schedule No. 3"), with the Lessor, the party determined by the City to have submitted the most favorable proposal in response to the City's request, pursuant to which the City, as lessee, will lease the Equipment from the Lessor, on a year-to-year basis with an option to purchase the Lessor's interest in the Equipment;

2. Enter into an Escrow Agreement relating to Schedule No. 3 in substantially the form attached hereto as **Exhibit 2** (the "Escrow Agreement") with the Lessor and the escrow agent to be named therein, pursuant to which the proceeds of Schedule No. 3 will be held in trust by said escrow agent pending its use to purchase the Equipment financed under Schedule No. 3; and

3. Execute and deliver a Federal Tax Certificate relating to Schedule No. 3 in substantially the form attached hereto as **Exhibit 3** (the "Tax Certificate"), setting forth certain representations, facts, expectations, terms and conditions relating to the use and investment of the proceeds of Schedule No. 3.

(Schedule No. 3, the Escrow Agreement and the Tax Certificate are referred to collectively herein as the "City Documents"); and

WHEREAS, the maximum annual payments for Schedule No. 3 for the Equipment are appropriated in the Fiscal Year 2026-2027 operating budget and a budget adjustment is necessary to appropriate the proceeds of Schedule No. 3; and

WHEREAS, the amendment to the budget for the City for Fiscal Year 2026-2027 for the acquisition and installation of the Equipment has been recommended and approved by the City Manager.

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

Section 1 − The financing of the Equipment is hereby approved, with the final terms to be set forth in the City Documents upon the execution thereof, and the signature of the City Manager shall constitute conclusive evidence of the City Manager's approval thereof and the City's approval thereof.

Section 2 − The City Manager, or designee, is hereby authorized to sign and execute, for and on behalf of the City, the City Documents in substantially in the form and content as those attached hereto and incorporated herein by reference as **"Exhibit 1," "Exhibit 2"** and **"Exhibit 3"** with such changes therein as shall be consistent with the terms of this Ordinance and as are approved by the City Manager, the City Manager's signature thereon being conclusive evidence of approval thereof. The City Clerk is hereby authorized to affix the City's Seal to the City Documents, if necessary, and attest said Seal.

Section 3 − The obligation of the City to pay Rental Payments (as defined in the Master Lease) under Schedule No. 3 is subject to annual appropriation and will constitute a current expense of the City and will not in any way be construed to be an indebtedness or liability of the City in contravention of any applicable constitutional, charter or statutory limitation or requirement concerning the creation of indebtedness or liability by the City, nor will anything contained in Schedule No. 3 constitute a pledge of the general tax revenues, funds or moneys of the City, and all provisions of Schedule No. 3 will be construed so as to give effect to such intent.

Section 4 − The City Council hereby amends the budget for the City for Fiscal Year 2026-2027 in the accounts and in the amounts as shown on Budget Adjustment 0016, a copy of which is attached hereto and incorporated herein by reference as "**Exhibit 4**."

Section 5 − The City Council hereby finds that the budget adjustment made above has been recommended by the City Manager. The City Council hereby directs the City Manager to cause the appropriate accounting entries to be made in the books and records of the City.

Section 6 − The officers of the City, including the City Manager, Finance Director, City Attorney and the City Clerk, are hereby authorized and directed to execute all documents and take such actions as they may deem necessary or advisable and are consistent with the intent of this Ordinance in order to carry out and perform the purposes of this Ordinance and to make any changes or additions to the foregoing agreements, statements, instruments and other documents herein approved, authorized and confirmed which they determine to be in the City's best interest, and the execution or taking of such action shall be conclusive evidence of such determination.

Section 7 − The City expects to make capital expenditures after the date of the adoption of this Ordinance in connection with acquisition and installation of the Equipment, and the City intends to reimburse itself for such expenditures and also expenditures made with respect to acquisition and installation of the Equipment on or after sixty days before the date of this Ordinance with proceeds received under Schedule No. 3 in an amount of $1,418,720.

Section 8 − This ordinance shall be in full force and effect from and after passage.

Passed at meeting: _____

_____
Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: _____,Assistant City Attorney

Approved for Council action: _____, City Manager

**Gilmore & Bell, P.C.**
**Draft-August 19, 2026**

**SCHEDULE OF EQUIPMENT NO. 2**

**COUNTERPART NO. ____ OF 2**

**LESSOR'S INTEREST IN, TO AND UNDER THE LEASE, CONSISTING OF THIS SCHEDULE AND THE INCORPORATED MASTER AGREEMENT AS IT RELATES TO THIS SCHEDULE, MAY BE SOLD OR PLEDGED ONLY BY DELIVERING POSSESSION OF COUNTERPART NO. 1 OF THIS SCHEDULE, WHICH COUNTERPART NO. 1 SHALL CONSTITUTE CHATTEL PAPER FOR PURPOSES OF THE UNIFORM COMMERCIAL CODE.**

Re: Schedule of Equipment No. 3 dated as of September 25, 2026 (the "Schedule"), to Master Equipment Lease Purchase Agreement dated as of November 21, 2024 (the "Master Agreement" and supplemented, and as further supplemented by this Schedule, the "Lease"), each between U.S. Bancorp Government Leasing and Finance, Inc., as Lessor, and City of Springfield, Missouri, as Lessee.

**1. Defined Terms.** All terms used herein have the meanings ascribed to them in the Master Agreement.

**2. Equipment.** The Equipment included under this Schedule is comprised of the items described in the Equipment Description attached hereto as **Attachment 1**, together with all replacements, substitutions, repairs, restorations, modifications, attachments, accessions, additions and improvements thereof or thereto.

**3. Payment Schedule.** The Rental Payments and Purchase Prices under this Schedule are set forth in the Payment Schedule attached as **Attachment 2** hereto.

**4. Representations, Warranties and Covenants.**

(a) Lessee hereby reaffirms its representations, warranties and covenants set forth in the Master Agreement as if made on the Commencement Date of the Lease and this Schedule.

(b) Lessee has provided lessor with audited financial statements through June 30, 2025. Lessee has experienced no material change in its financial condition or in the revenues expected to be utilized to meet Rental Payments due hereunder since June 30, 2025.

(c) Lessee has complied with such public bidding requirements as may be applicable to the Lease and this related Schedule, and the acquisition and installation of the Equipment hereunder.

(d) The application, statements and credit or financial information submitted by Lessee to Lessor are true and correct and made to include Lessor to enter into the Lease and this related Schedule, and Lessee has experienced no material change in its financial condition since the date(s) of such information.

**5. Tax-Exempt Interest Related Covenants, Representations and Warranties.** Lessee hereby covenants, represents and warrants as follows:

(a) The estimated total costs of the Equipment listed in this Schedule, together with any costs of entering into this Schedule that are expected to be financed under this Schedule, will not be less than the total principal portion of the Rental Payments listed in this Schedule.

(b) The Equipment listed in this Schedule has been ordered or is expected to be ordered within six months of the commencement of this Schedule, and the Equipment is expected to be delivered and installed, and the Vendor fully paid, within eighteen months of the commencement of this Schedule.

(c) Lessee has not created or established, and does not expect to create or establish, any sinking fund or other similar fund (i) that is reasonably expected to be used to pay the Rental Payments listed in this Schedule, or (ii) that may be used solely to prevent a default in the payment of the Rental Payments listed in this Schedule.

(d) The Equipment listed in this Schedule has not been and is not expected to be sold or otherwise disposed of by Lessee, either in whole or in major part, prior to the last maturity of the Rental Payments listed in this Schedule.

(e) To the best of Lessee's knowledge, information and belief, the above expectations are reasonable.

(f) Lessee has not been notified of any listing or proposed listing of it by the Internal Revenue Service as an issuer whose arbitrage certificates may not be relied upon.

(g) Lessee will comply with all applicable provisions of the Internal Revenue Code of 1986, as amended, including without limitation Sections 103, 141 and 148 thereof, and the applicable regulations of the Treasury Department to maintain the exclusion of the interest components of Rental Payments from gross income for purposes of federal income taxation.

**6. Incorporation of the Master Agreement Terms and Provisions.** Lessee and Lessor hereby ratify and confirm the Master Agreement, the terms and provisions of which (other than to the extent that they relate solely to other Leases or Equipment listed on Schedules to other Leases), except as specifically amended under paragraph 7 below, are hereby incorporated by reference and made a part hereof.

**7. Purchase Option; Prepayment.** Lessee may exercise its purchase and prepayment options in accordance with Section 10.01 of the Master Agreement.

**8. Other Provisions.** None.

[Signature page follows.]

Dated: September 25, 2026.

**U.S. BANCORP GOVERNMENT LEASING AND FINANCE, INC.**

By: _____
Title: _____
Address: 1310 Madrid Street
Marshall, MN 56258

**CITY OF SPRINGFIELD, MISSOURI**

By: _____
Title: City Manager
Address: 840 Boonville Ave.
Springfield, MO 65802

**APPROVED AS TO FORM:**

_____, City Attorney

**ATTACHMENT 1 TO**
**SCHEDULE OF EQUIPMENT NO. 3**

**EQUIPMENT DESCRIPTION**

The Equipment consists of the following items:

- Equipment for use by Lessee's Parks Department, as further described below, together with any and all replacements, substitutions, repairs, restorations, modifications, attachments, accessions, additions and improvements thereof or thereto:

| Description | Estimated Cost |
|---|---|
| **Park Operating Funds** | |
| Fitness Center Equipment Replacement | $150,000 |
| One (1) Zero-Turn Mower (Jordan Valley Park) | 12,000 |
| Two (2) Tool Cats with Implements (Parks Operations – Greenways) | 175,000 |
| One (1) Mini Excavator (Park Operations – Construction & Repair) | 87,000 |
| Two (2) Utility Beds (Park Operations – Turf) | 22,000 |
| One (1) One-Ton Dump Truck (Park Operations) | 80,000 |
| One (1) Spider Lift (Parks Operations) (50% Parks Operations / 50% Zoo) | 45,000 |
| Subtotal – Park Operating Funds | $571,000 |
| | |
| **Golf Fund** | |
| *Stewart Golf Course* | |
| One (1) Tri-Plex Mower | $ 43,000 |
| One (1) Sidewinder Mower | 57,000 |
| One (1) Turf Blower | 15,000 |
| *Rivercut Golf Course* | |
| One (1) Tri-Plex Mower | 43,000 |
| One (1) Fairway Mower | 100,000 |
| One (1) Turf Blower | 15,000 |
| *Horton Smith Golf Course* | |
| One (1) Workman Utility Vehicle | 55,000 |
| One (1) Turf Blower | 15,000 |
| Subtotal – Golf Fund | $343,000 |
| **Total** | **$914,000** |

- Two (2) network storage arrays (HPE Alletra Storage MP block storage systems) to be installed at Lessee's data centers, each consisting of a 2U chassis with two (2) 16-core block controller nodes, twelve (12) self-encrypting solid state drives, dual 4-port host bus adapters, redundant power supplies, optical transceivers, cabling and mounting hardware, as further described in Vendor Quotation #2026-241073v1 attached hereto, including perpetual, nonexclusive, nontransferable software licenses and support customarily provided and essential for proper utilization of such hardware and software and all disks, updates, upgrades, improvements, additions, instructions, licensing agreements and other items related thereto, with an estimated cost of $484,719.12. ***[Subject to final review and sign-off by Lessee]***

This Equipment Description shall be deemed to be supplemented by the descriptions of the Equipment included in the Payment Requests and Acceptance Certificates submitted to Lessor for approval pursuant to the Escrow Agreement dated as of September 25, 2026, among Lessor, Lessee and U.S. Bank National Association, as escrow agent, which descriptions shall be deemed to be incorporated herein.

**ATTACHMENT 2 TO**
**SCHEDULE OF EQUIPMENT NO. 3**

**PAYMENT SCHEDULE**

Rental Payments will be made in accordance with **Section 4.01** of the Master Agreement and this Payment Schedule.

Principal Amount: $1,418,720

Interest Rate: 4.36%, 30/360 basis

| Rental Payment Date | Total Rental Payment | Interest Portion | Principal Portion | Purchase Price * |
|---|---|---|---|---|
| 12/25/2026 | $ 79,333.12 | $ 15,464.05 | 63,869.07 | N/A |
| 3/25/2027 | 79,333.12 | 14,767.88 | 64,565.24 | N/A |
| 6/25/2027 | 79,333.12 | 14,064.11 | 65,269.01 | N/A |
| 9/25/2027 | 79,333.12 | 13,352.68 | 65,980.44 | N/A |
| 12/25/2027 | 79,333.12 | 12,633.50 | 66,699.62 | $1,125,106.72 |
| 3/25/2028 | 79,333.12 | 11,906.47 | 67,426.65 | 1,055,657.27 |
| 6/25/2028 | 79,333.12 | 11,171.52 | 68,161.60 | 985,450.83 |
| 9/25/2028 | 79,333.12 | 10,428.56 | 68,904.56 | 914,479.13 |
| 12/25/2028 | 79,333.12 | 9,677.50 | 69,655.62 | 842,733.84 |
| 3/25/2029 | 79,333.12 | 8,918.25 | 70,414.87 | 770,206.53 |
| 6/25/2029 | 79,333.12 | 8,150.73 | 71,182.39 | 696,888.67 |
| 9/25/2029 | 79,333.12 | 7,374.84 | 71,958.28 | 622,771.64 |
| 12/25/2029 | 79,333.12 | 6,590.50 | 72,742.62 | 547,846.74 |
| 3/25/2030 | 79,333.12 | 5,797.60 | 73,535.52 | 472,105.16 |
| 6/25/2030 | 79,333.12 | 4,996.06 | 74,337.06 | 395,537.99 |
| 9/25/2030 | 79,333.12 | 4,185.79 | 75,147.33 | 318,136.24 |
| 12/25/2030 | 79,333.12 | 3,366.68 | 75,966.44 | 239,890.82 |
| 3/25/2031 | 79,333.12 | 2,538.65 | 76,794.47 | 160,792.52 |
| 6/25/2031 | 79,333.12 | 1,701.59 | 77,631.53 | 80,832.04 |
| 9/25/2031 | 79,333.12 | 855.41 | 78,477.71 | 0.00 |
| Totals | $1,586,662.36 | $167,942.36 | $1,418,720.00 | |

* Lessee's option to purchase is subject to the provisions of Section 10.01 of the Master Agreement. If Lessee is exercising its option to purchase the Equipment in whole in accordance with Section 10.01(a) of the Master Agreement, the Purchase Price set forth above includes a 3% premium.

**Gilmore & Bell, P.C.**
**Draft-August 19, 2026**

# ESCROW AGREEMENT

THIS ESCROW AGREEMENT (*"Escrow Agreement"*) is made as of September 25, 2026, by and among U.S. BANCORP GOVERNMENT LEASING AND FINANCE, INC. (*"Lessor"*), CITY OF SPRINGFIELD, MISSOURI (*"Lessee"*) and U.S. BANK NATIONAL ASSOCIATION, as escrow agent (*"Escrow Agent"*).

Lessor and Lessee have heretofore entered into Schedule of Equipment No. 3 dated September 25, 2026 (the *"Schedule"*), to Master Equipment Lease Purchase Agreement dated as of November 21, 2024 (the *"Master Agreement"*). The Schedule, together with the terms and conditions of the Master Agreement incorporated therein, is referred to herein as the *"Agreement."* The Schedule contemplates that certain personal property described therein (the *"Equipment"*) is to be acquired and installed from the vendor(s) or manufacturer(s) thereof (the *"Vendor"*). After acceptance of the Equipment by Lessee, the Equipment is to be financed by Lessor to Lessee pursuant to the terms set forth in the Agreement.

The Agreement further contemplates that Lessor will deposit an amount equal to the anticipated aggregate acquisition cost of the Equipment (the *"Purchase Price"*), being $1,418,720.00, with Escrow Agent to be held in escrow and applied on the express terms set forth herein. Such deposit, together with all interest and other additions received with respect thereto (hereinafter the *"Escrow Fund"*) is to be applied to pay the Vendor its invoice cost (a portion of which may, if required, be paid prior to final acceptance of the Equipment by Lessee); and, if applicable, to reimburse Lessee for progress payments already made by it to the Vendor of the Equipment.

The parties desire to set forth the terms on which the Escrow Fund is to be created and to establish the rights and responsibilities of the parties hereto.

NOW, THEREFORE, in consideration of the sum of Ten Dollars ($10.00) in hand paid, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Escrow Agent hereby agrees to serve as escrow agent upon the terms and conditions set forth herein. The moneys and investments held in the Escrow Fund are for the benefit of Lessee and Lessor, and such moneys, together with any income or interest earned thereon, shall be expended only as provided in this Escrow Agreement, and shall not be subject to levy or attachment or lien by or for the benefit of any creditor of either Lessee or Lessor. Lessor, Lessee and Escrow Agent intend that the Escrow Fund constitute an escrow account in which Lessee has no legal or equitable right, title or interest until satisfaction in full of all conditions contained herein for the disbursement of funds by the Escrow Agent therefrom. However, if the parties' intention that Lessee shall have no legal or equitable right, title or interest until all conditions for disbursement are satisfied in full is not respected in any legal proceeding, the parties hereto intend that Lessor have a security interest in the Escrow Fund, and such security interest is hereby granted by Lessee to secure payment of all sums due to Lessor under the Master Agreement. For such purpose, Escrow Agent hereby agrees to act as agent for Lessor in connection with the perfection of such security interest and agrees to note, or cause to be noted, on all books and records relating to the Escrow Fund, the Lessor's interest therein.

2. On such day as is determined to the mutual satisfaction of the parties (the *"Closing Date"*), Lessor shall deposit with Escrow Agent cash in the amount of the Purchase Price, to be held in escrow by Escrow Agent on the express terms and conditions set forth herein.

On the Closing Date, Escrow Agent agrees to accept the deposit of the Purchase Price by Lessor, and further agrees to hold the amount so deposited together with all interest and other additions received with respect thereto, as the Escrow Fund hereunder, in escrow on the express terms and conditions set forth herein.

3. Escrow Agent shall at all times segregate the Escrow Fund into an account maintained for that express purpose, which shall be clearly identified on the books and records of Escrow Agent as being held in its capacity as Escrow Agent. Securities and other negotiable instruments comprising the Escrow Fund from time to time shall be held or registered in the name of Escrow Agent (or its nominee). The Escrow Fund shall not, to the extent permitted by applicable law, be subject to levy or attachment or lien by or for the benefit of any creditor of any of the parties hereto (except with respect to the security interest therein held by Lessor).

4. The cash comprising the Escrow Fund from time to time shall be invested and reinvested by Escrow Agent in one or more investments as directed by Lessee. Absent written direction from Lessee, the cash will be invested in the U.S. Bank National Association Money Market Deposit Fund. See **Exhibit 1 - Investment Direction Letter**. Lessee represents and warrants to Escrow Agent and Lessor that the investments selected by Lessee for investment of the Escrow Fund are permitted investments for Lessee under all applicable laws. Escrow Agent will use due diligence to collect amounts payable under a check or other instrument for the payment of money comprising the Escrow Fund and shall promptly notify Lessee and Lessor in the event of dishonor of payment under any such check or other instruments. Interest or other amounts earned and received by Escrow Agent with respect to the Escrow Fund shall be deposited in and comprise a part of the Escrow Fund. Escrow Agent shall maintain accounting records sufficient to permit calculation of the income on investments and interest earned on deposit of amounts held in the Escrow Fund. The parties acknowledge that to the extent regulations of the Comptroller of Currency or other applicable regulatory entity grant a right to receive brokerage confirmations of security transactions of the escrow, the parties waive receipt of such confirmations, to the extent permitted by law. The Escrow Agent shall furnish a statement of security transactions on its regular monthly reports. Attached as **Exhibit 6** is the Class Action Negative Consent Letter to be reviewed by Lessee.

5. Upon request by Lessee and Lessor, Escrow Agent shall send monthly statements of account to Lessee and Lessor, which statements shall set forth all withdrawals from and interest earnings on the Escrow Fund as well as the investments in which the Escrow Fund is invested.

6. Escrow Agent shall take the following actions with respect to the Escrow Fund:

(a) Upon Escrow Agent's acceptance of the deposit of the Purchase Price, an amount equal to Escrow Agent's acceptance fee, as set forth on **Exhibit 2** hereto, shall be disbursed from the Escrow Fund to Escrow Agent in payment of such fee.

(b) Escrow Agent shall pay costs of the Equipment upon receipt of a duly executed Requisition Request (substantially in the format of **Exhibit 3**) signed by Lessor and Lessee. Lessee's authorized signatures are provided in **Exhibit 5** attached hereto. Escrow Agent will use best efforts to process requests for payment within one (1) business day of receipt of requisitions received prior to 2:00 p.m. Central Time. The final Requisition shall be accompanied by a duly executed Final Acceptance Certificate form attached as **Exhibit 4** hereto.

Escrow Agent is authorized but shall not be required to seek confirmation of such instructions by telephone call-back to any person designated by the instructing party on **Exhibit 5** hereto, and Escrow Agent may rely upon the confirmation of anyone purporting to be a person so designated. The persons and telephone numbers for call-backs may be changed only in writing actually received and acknowledged by Escrow Agent and shall be effective only after Escrow Agent has a reasonable opportunity to act on such changes. If Escrow Agent is unable to contact any of the designated representatives identified in **Exhibit 5**, Escrow Agent is hereby authorized but shall be under no duty to seek confirmation of such instructions by telephone call-back to any one or more of Lessee's or Lessor's executive officers ("Executive Officers"), as Escrow Agent may select. Such Executive Officer shall deliver to Escrow Agent a fully executed incumbency certificate, and Escrow Agent may rely upon the confirmation of anyone purporting to be any such officer. Lessee and Lessor agree that Escrow Agent may at its option record any telephone calls made pursuant to this Section. Escrow Agent in any funds transfer may rely solely upon any account numbers or similar identifying numbers provided by Lessee and Lessor to identify (i) the beneficiary, (ii) the beneficiary's bank, or (iii) an intermediary bank, even when its use may result in a person other than the beneficiary being paid, or the transfer of funds to a bank other than the beneficiary's bank or an intermediary bank so designated. Lessee and Lessor acknowledge that these optional security procedures are commercially reasonable.

(c) Upon receipt by Escrow Agent of written notice from Lessor that an Event of Default or an event of nonappropriation (if provided for under the Master Agreement) has occurred under the Agreement, all funds then on deposit in the Escrow Fund shall be paid to Lessor for application in accordance with the Master Agreement, and this Escrow Agreement shall terminate.

(d) Upon receipt by Escrow Agent of written notice from Lessor that the purchase price of the Equipment has been paid in full, Escrow Agent shall pay the funds then on deposit in the Escrow Fund to Lessor to be applied first to the next Lease Payment due under the Master Agreement, unless Lessor directs that payment of such amount be made in such other manner that, in the opinion of nationally recognized counsel in the area of tax exempt municipal obligations satisfactory to Lessor, will not adversely affect the exclusion of the interest components of rental payments from gross income for federal income tax purposes. To the extent the Agreement

is not subject to prepayment, Lessor consents to such prepayment to the extent of such prepayment amount from the Escrow Fund. Upon disbursement of all amounts in the Escrow Fund, this Escrow Agreement shall terminate.

(e) This Escrow Agreement shall terminate upon the distribution of all the amounts in the Escrow Fund pursuant to any applicable provision of this Escrow Agreement, and Escrow Agent will thereafter have no further obligation or liability whatsoever with respect to this Escrow Agreement.

7. The fees and expenses, including any legal fees, of Escrow Agent incurred in connection herewith shall be the responsibility of Lessee. The basic fees and expenses of Escrow Agent shall be as set forth on **Exhibit 2** and Escrow Agent is hereby authorized to deduct such fees and expenses from the Escrow Fund as and when the same are incurred without any further authorization from Lessee or Lessor. Escrow Agent may employ legal counsel and other experts as it deems necessary for advice in connection with its obligations hereunder. Escrow Agent waives any claim against Lessor with respect to compensation hereunder.

8. Escrow Agent shall have no liability for acting upon any written instruction presented by Lessor in connection with this Escrow Agreement, which Escrow Agent in good faith believes to be genuine. Furthermore, Escrow Agent shall not be liable for any act or omission in connection with this Escrow Agreement except for its own negligence, willful misconduct or bad faith. Escrow Agent shall not be liable for any loss or diminution in value of the Escrow Fund as a result of the investments made by Escrow Agent.

9. Escrow Agent may resign at any time by giving thirty (30) days' prior written notice to Lessor and Lessee. Lessor may at any time remove Escrow Agent as Escrow Agent under this Escrow Agreement upon written notice to Lessee and Escrow Agent. Such removal or resignation shall be effective on the date set forth in the applicable notice. Upon the effective date of resignation or removal, Escrow Agent will transfer the Escrow Fund to the successor Escrow Agent selected by Lessor.

10. Lessee hereby represents, covenants and warrants that pursuant to Treasury Regulations Section 1.148-7(d), the gross proceeds of the Agreement will be expended for the governmental purposes for which the Agreement was entered into, as follows: at least 15% within six months after the Commencement Date, such date being the date of deposit of funds into the Escrow Fund, at least 60% within 12 months after the Commencement Date, and 100% within 18 months after the Commencement Date. If Lessee is unable to comply with Section 1.148-7(d) of the Treasury Regulations, Lessee shall, at its sole expense and cost, compute rebatable arbitrage on the Agreement and pay rebatable arbitrage to the United States at least once every five years, and within 60 days after payment of the final rental or Lease Payment due under the Agreement.

11. In the event of any disagreement between the undersigned or any of them, and/or any other person, resulting in adverse claims and demands being made in connection with or for any moneys involved herein or affected hereby, Escrow Agent shall be entitled at its option to refuse to comply with any such claim or demand, so long as such disagreement shall continue, and in so refusing Escrow Agent may refrain from making any delivery or other disposition of any moneys involved herein or affected hereby and in so doing Escrow Agent shall not be or become liable to the undersigned or any of them or to any person or party for its failure or refusal to comply with such conflicting or adverse demands, and Escrow Agent shall be entitled to continue so to refrain and refuse so to act until:

(a) the rights of the adverse claimants have been finally adjudicated in a court assuming and having jurisdiction of the parties and the moneys involved herein or affected hereby; or

(b) all differences shall have been adjusted by Master Agreement, and Escrow Agent shall have been notified thereof in writing signed by all of the persons interested.

12. All notices (excluding billings and communications in the ordinary course of business) hereunder shall be in writing, and shall be sufficiently given and served upon the other party if delivered (a) personally, (b) by United States registered or certified mail, return receipt requested, postage prepaid, (c) by an overnight delivery by a service such as Federal Express or Express Mail from which written confirmation of overnight delivery is available, (d) by facsimile with a confirmed receipt or (e) by email by way of a PDF attachment thereto. Notice shall be effective upon receipt except for notice via email, which shall be effective only when the Recipient, by return email or notice delivered by other method provided for in this Section, acknowledges having received that email (with an automatically generated receipt or similar notice not constituting an acknowledgement of an email receipt for purposes of this Section).

Escrow Agent shall have the right to accept and act upon any notice, instruction, or other communication, including any funds transfer instruction, (each, a “Notice") received pursuant to this Escrow Agreement by electronic transmission (including by e-mail, facsimile transmission, web portal or other electronic methods) and shall not have any duty to confirm that the person sending such Notice is, in fact, a person authorized to do so. Electronic signatures believed by Escrow Agent to comply with the ESIGN Act of 2000 or other applicable law (including electronic images of handwritten signatures and digital signatures provided by DocuSign, Orbit, Adobe Sign or any other digital signature provider identified by any other party hereto and acceptable to Escrow Agent) shall be deemed original signatures for all purposes. Each other party assumes all risks arising out of the use of electronic signatures and electronic methods to send Notices to Escrow Agent, including without limitation the risk of Escrow Agent acting on an unauthorized Notice, and the risk of interception or misuse by third parties. Notwithstanding the foregoing, Escrow Agent may in any instance and in its sole discretion require that a Notice in the form of an original document bearing a manual signature be delivered to Escrow Agent in lieu of, or in addition to, any such electronic Notice.

13. This Escrow Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors and assigns. No rights or obligations of Escrow Agent under this Escrow Agreement may be assigned without the prior written consent of Lessor.

14. This Escrow Agreement shall be governed by and construed in accordance with the laws in the state of the Escrow Agent’s location. This Escrow Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof, and no waiver, consent, modification or change of terms hereof shall bind any party unless in writing signed by all parties.

15. This Escrow Agreement and any written direction may be executed in two or more counterparts, which when so executed shall constitute one and the same agreement or direction.

[Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have caused this Escrow Agreement to be duly executed as of the day and year first above set forth.

| U.S. BANCORP GOVERNMENT LEASING AND FINANCE, INC., as Lessor |
|---|
| By: |
| Name: |
| Title: |
| Address: 1310 Madrid Street<br>Marshall, MN 56258 |
| |

| CITY OF SPRINGFIELD, MISSOURI, as Lessee |
|---|
| By: |
| Name: David Cameron |
| Title: City Manager |
| Address: 840 Boonville Avenue<br>Springfield, MO 65802<br><br>Approved as to Form:<br><br>_____, City Attorney |

| U.S. BANK NATIONAL ASSOCIATION, as Escrow Agent |
|---|
| By: |
| Name: |
| Title: |
| Address: Global Corporate Trust<br>950 17th Street, 5th Floor<br>Denver CO 80202 |
| |

**EXHIBIT 1**

**INVESTMENT DIRECTION LETTER**

**FIRST AMERICAN FUNDS: AUTOMATIC MONEY MARKET INVESTMENTS**
**INVESTMENT AUTHORIZATION LETTER**

Based upon client's prior review of investment alternatives, in the absence of further specific written direction to the contrary, U.S. Bank National Association ("USBNA") or U.S. Bank Trust National Association ("USBTNA") is hereby directed to invest and reinvest proceeds and other available moneys in the following fund as permitted by the operative documents:

**First American Government Obligations Fund Class Y Shares**

PLEASE REFER TO THE PROSPECTUS OF FIRST AMERICAN FUNDS, INC. WHICH YOU HEREBY ACKNOWLEDGE HAS PREVIOUSLY BEEN PROVIDED. NOTE THAT THE ABOVE FUNDS' INVESTMENT ADVISOR, CUSTODIAN, DISTRIBUTOR AND OTHER SERVICE PROVIDERS AS DISCLOSED IN THE FUNDS PROSPECTUS ARE U.S. BANK NATIONAL ASSOCIATION AND AFFILIATES THEREOF. U.S. BANK DOES NOT HAVE A DUTY NOR WILL IT UNDERTAKE ANY DUTY TO PROVIDE INVESTMENT ADVICE TO YOU. U.S. BANK, WHEN ACTING AS AN INDENTURE TRUSTEE OR IN A SIMILAR CAPACITY, IS NOT REQUIRED TO REGISTER AS A MUNICIPAL ADVISOR WITH THE SECURITIES AND EXCHANGE COMMISSION FOR PURPOSES OF COMPLYING WITH THE DODD-FRANK WALL STREET REFORM & CONSUMER PROTECTION ACT. INVESTMENT ADVICE, IF NEEDED, SHOULD BE OBTAINED FROM YOUR FINANCIAL ADVISOR. **FOR INFORMATION ABOUT OTHER AVAILABLE SWEEP OPTIONS, CONTACT YOUR ACCOUNT MANAGER**.

U.S. Bank National Association (or U.S. Bank Trust National Association) will not vote proxies for the First American Funds. Proxies will be mailed to you for voting.

**SHAREHOLDER COMMUNICATIONS ACT AUTHORIZATION**
The Shareholder Communications Act of 1985 and its regulation require that banks and trust companies make an effort to facilitate communication between registrants of U.S. securities and the parties who have the authority to vote or direct the voting of those securities regarding proxy dissemination and other corporate communications. Unless you indicate your objection below, we will provide the obligatory information to the registrant upon request. Your objection will apply to all securities held for you in the account now and in the future unless you notify us in writing.

_____ I object to US Bank providing my name, address, and securities positions to requesting issuers.
**(Initial, check, or place an X on the [blank] to indicate your objection)**

**Acknowledgments. Client Acknowledges that:**

**1.1.** Shares of Mutual Funds are not deposits or obligations of, or guaranteed by, any bank, including any bank affiliated with U.S. Bancorp. Nor does the Federal Deposit Insurance Corporations, the Federal Reserve Board, or any other government agency insure such products. An investment in such products involves investment risks, including the possible loss of principal, due to fluctuations in each product's net asset value.

**1.2.** Same-day Settlement. If USBNA (or USBTNA) receives a direction to purchase or redeem Sweep Vehicle shares by the fund's established U.S. Bank cut-off time (the "Internal Trading Cut-off"), then such entity will settle the purchase or redemption on the same business day, subject to the Sweep Vehicle's cut-off and policy for determining when a purchase or redemption order is considered to be received. Meeting the Internal Trading Cut-off does not guarantee same-business-day settlement.

**1.3.** Advance of Funds. If USBNA (or USBTNA) receives a direction to redeem Sweep Vehicle shares (the "Redemption Direction") and to disburse or invest the proceeds thereof before the redeemed shares settle (the "Proceeds Direction"), then they have the power to (i) determine the dollar amount of anticipated proceeds based on the net asset value ("NAV") most recently determined (ii) advance funds in that dollar amount in furtherance of settling the redemption and, as applicable, the purchase; (iii) determine the number of shares redeemed based on the NAV at settlement; and (iv) as part of USBNA's (or USBTNA's) compensation for servicing the Account, retain the yield paid on Sweep Vehicle shares that were treated as redeemed. USBNA (or USBTNA) reserves the right not to advance funds, including where the Sweep

Vehicle has a floating NAV and the dollar amount of the Proceeds Direction is at least 99% of the dollar value of all Sweep Vehicle shares in the Account based on the NAV most recently determined.

**1.4.** Fund-level Fees. USBNA (or USBTNA), U.S. Bancorp Asset Management, Inc. ("USBAM"), U.S. Bancorp Fund Services, LLC, ("USBFS") and Quasar Distributors, LLC ("Quasar") are affiliates of U.S. Bancorp (collectively with U.S. Bancorp, "U.S. Bank"). USBAM is the investment advisor to the Mutual Funds in the First American Funds, Inc. family (the "First American Funds"). U.S. Bank may enter into agreements with First American Funds, other Mutual Funds, or any Mutual Funds' service providers (including investment advisers, administrators, transfer agents, or distributors) whereby U.S. Bank provides services to Mutual Funds, including, as applicable, services provided by USBAM (investment advisory, shareholder services), by USBNA (or USBTNA) (custody, securities-lending, shareholder services, National Securities Clearing Corporation (NSCC) networking), by USBFS (accounting, administration, transfer agency, sub-transfer agency), and by Quasar (distribution, principal underwriting) and receives fees for these services. The fees received by Quasar may include distribution and service fees paid under a plan of distribution adopted pursuant to Rule 12b-1 under the Investment Company Act of 1940. The fees may be received from the Mutual Fund or its investment advisor, administrator, transfer agent, distributor, or other agent; are based on investment in a Mutual Fund, may vary by Mutual Fund and by class of shares issued by the Mutual Fund, are charged against the Mutual Fund's assets, and reduce the Mutual Fund's average daily balance and investment yields. From time to time, a Mutual Fund's service provider may voluntarily waive a portion of the fees it is entitled to receive for serving the Mutual Fund. If a waiver is in effect, then the Client's approval of the fees described herein includes approval up to the Sweep Vehicle's total annual operating expenses before waivers; if the service provider terminates the waiver as provided in the Sweep Vehicle's prospectus, the approval persists.

**1.5.** Directed Account. USBNA (or USBTNA) (i) has no discretion to invest Account assets (such as discretion to select the Sweep Vehicle; determine whether, or what amount of, Account assets will be used to purchase a position in the Sweep Vehicle; or redeem Sweep Vehicle shares) and (ii) does not render investment advice with respect to Account assets. Nor will USBNA's (or USBTNA's) power to advance funds in furtherance of settlement, whether exercised or not, be deemed to be such discretion or advice.

**1.6.** Revocation. The Client may revoke the foregoing designation of the Sweep Vehicle at any time without penalty.

**2.** Representations and Warranties. Represents and warrants that (i) the Client is independent of U.S. Bank; has discretionary authority to select the investments and approve the fees described herein for the Account; received, read, and understood the Sweep Vehicle's prospectus and fund fact-sheet, including the sections thereof describing fees, gates, expenses, cut-offs, and compensation, before Account assets were first invested in the Sweep Vehicle; and understands and approves the services and fees described herein; (ii) if the Account assets are subject to the Employee Retirement Income Security Act of 1974, as amended, ("ERISA"), then the Client is a trustee under ERISA §403(a) with respect to the assets, a "named fiduciary" with respect to the plan within the meaning of ERISA §402(a), or an "investment manager" within the meaning of ERISA §3(38) with respect to the assets that has been delegated the authority to manage, acquire, and dispose of such assets pursuant to ERISA §402(c)(3); and (iii) the foregoing designation, direction, acknowledgments, representations and warranties are made according to the Account's governing service agreement and are not contrary to applicable law.

| | |
|---|---|
| CITY OF SPRINGFIELD, MISSOURI | |
| Company Name | Signature of Authorized Directing Party |
| | |
| Trust Account Number – includes existing and future sub-accounts unless otherwise designated. | Title<br>Date |

**EXHIBIT 2**

**ESCROW AGENT FEE SCHEDULE**

**Schedule of Fees for Services as**
**Escrow Agent**
**Equipment Lease Purchase Escrow**

| | | |
|---|---|---|
| CTS01010A | **Acceptance Fee** The acceptance fee includes the administrative review of documents, initial set-up of the account, and other reasonably required services up to and including the closing. This is a one-time, non-refundable fee, payable at closing. | WAIVED |
| CTS04460 | **Escrow Agent** Annual fee for the standard escrow agent services associated with the administration of the account. Administration fees are payable in advance. | WAIVED |
| | **Direct Out of Pocket Expenses** Reimbursement of expenses associated with the performance of our duties, including but not limited to publications, legal counsel after the initial close, travel expenses and filing fees. | At Cost |
| | **Extraordinary Services** Extraordinary Services are duties or responsibilities of an unusual nature, including termination, but not provided for in the governing documents or otherwise set forth in this schedule. A reasonable charge will be assessed based on the nature of the services and the responsibility involved. At our option, these charges will be billed at a flat fee or at our hourly rate then in effect. | |

Account approval is subject to review and qualification. Fees are subject to change at our discretion and upon written notice. Fees paid in advance will not be prorated. The fees set forth above and any subsequent modifications thereof are part of your agreement. Finalization of the transaction constitutes agreement to the above fee schedule, including agreement to any subsequent changes upon proper written notice. In the event your transaction is not finalized, any related out-of-pocket expenses will be billed to you directly. Absent your written instructions to sweep or otherwise invest, all sums in your account will remain uninvested and no accrued interest or other compensation will be credited to the account. Payment of fees constitutes acceptance of the terms and conditions set forth.

**IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT:**

**To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account.**

**For a non-individual person such as a business entity, a charity, a Trust or other legal entity we will ask for documentation to verify its formation and existence as a legal entity. We may also ask to see financial statements, licenses, identification and authorization documents from individuals claiming authority to represent the entity or other relevant documentation.**

**EXHIBIT 3**

**REQUISITION REQUEST**

The Escrow Agent is hereby requested to pay from the Escrow Fund established and maintained under that certain Escrow Agreement dated as of September 25, 2026 (the *"Escrow Agreement"*) by and among U.S. Bancorp Government Leasing and Finance, Inc. (the *"Lessor"*), the City of Springfield, Missouri (the *"Lessee"*), and U.S. Bank National Association (the *"Escrow Agent"*), the amount set forth below to the named payee(s). The amount shown is due and payable under a purchase order or contract (or has been paid by and not previously reimbursed to Lessee) with respect to equipment being financed under Schedule of Equipment No. 3 dated September 25, 2026 (the *"Schedule"*) to Master Equipment Lease Purchase Agreement dated as of November 21, 2024 (the *"Master Agreement"*), between the Lessor and the Lessee, and has not formed the basis of any prior requisition request. The Schedule, together with the terms and conditions of the Master Agreement incorporated therein, is referred to as the *"Agreement."*

Pursuant to Section 6(b) of the above-referenced Escrow Agreement, Lessor and Lessee hereby instruct Escrow Agent to disburse funds from the Escrow Account to Payee, as provided below:

**Payee: _____**
**Amount:_____**

| **Wire/ACH** | **Check** |
|---|---|
| Bank Name: | Name: |
| Bank Address: | Address 1: |
| ABA No.: | Address 2: |
| Account Name: | City/State |
| Account No.: | Zip Code: |

**Payee: _____**
**Amount:_____**

| **Wire/ACH** | **Check** |
|---|---|
| Bank Name: | Name: |
| Bank Address: | Address 1: |
| ABA No.: | Address 2: |
| Account Name: | City/State |
| Account No.: | Zip Code: |

**Payee: _____**
**Amount:_____**

| **Wire/ACH** | **Check** |
|---|---|
| Bank Name: | Name: |
| Bank Address: | Address 1: |
| ABA No.: | Address 2: |
| Account Name: | City/State |
| Account No.: | Zip Code: |

The undersigned, as Lessee under the Master Agreement, hereby certifies:

1. The items of the Equipment being acquired with the proceeds of this disbursement have been delivered and installed at the location(s) contemplated by the Agreement. The Lessee has conducted such inspection and/or testing of the Equipment being acquired with the proceeds of this disbursement as it deems necessary and appropriate, and such Equipment has been accepted by Lessee.

2. The costs of the Equipment to be paid from the proceeds of this disbursement have been properly incurred, are a proper charge against the Escrow Fund and have not been the basis of any previous disbursement.

3. No part of the disbursement requested hereby will be used to pay for materials not yet incorporated into the Equipment or for services not yet performed in connection therewith.

4. The Equipment is covered by insurance in the types and amounts required by the Agreement.

5. No Event of Default (as such term is defined in the Master Agreement) or event of nonappropriation under the Master Agreement, and no event which with the giving of notice or lapse of time, or both, would become such an Event of Default or event of nonappropriation has occurred and is continuing on the date hereof.

6. If Lessee paid an invoice prior to the commencement date of the Agreement, and is requesting reimbursement for such payment, Lessee has satisfied the requirements for reimbursement set forth in Treas. Reg. §1.150-2.

Request Date: _____

| **Lessor: U.S. Bancorp Government Leasing and Finance, Inc.** |
|---|
| By: |
| Name: |
| Title: |

| **Lessee: City of Springfield, Missouri** |
|---|
| By: |
| Name: |
| Title: |

**EXHIBIT 4**

**FINAL ACCEPTANCE CERTIFICATE**

U.S. Bancorp Government Leasing and Finance, Inc.
1310 Madrid Street
Marshall, MN 56258

Re: Schedule of Equipment No. 3 dated September 25, 2026 (the “Schedule”) to Master Equipment Lease Purchase Agreement dated as of November 21, 2024 (the “Master Agreement”), between U.S. Bancorp Government Leasing and Finance, Inc. and the City of Springfield, Missouri

Ladies and Gentlemen:

In accordance with the above-referenced Schedule No. 3 to Master Equipment Lease Purchase Agreement, the undersigned ("Lessee") hereby certifies and represents to, and agrees with, U.S. Bancorp Government Leasing and Finance, Inc. ("Lessor"), as follows:

(1) The Equipment, as such term is defined in the above-referenced Schedule, has been acquired, made, delivered, installed and accepted on the date indicated below.

(2) Lessee has conducted such inspection and/or testing of the Equipment as it deems necessary and appropriate and hereby acknowledges that it accepts the Equipment for all purposes.

(3) No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default (as such term is defined in the Master Agreement) or an event of under the Master Agreement exists at the date hereof.

Acceptance Date: _____

| **Lessee: City of Springfield, Missouri** |
|---|
| By: |
| Name: David Holtmann |
| Title: Finance Director |

**EXHIBIT 5**

**LESSEE REPRESENTATIVES**

Each of the following person(s) is a **Lessee Representative** authorized to execute escrow documents and direct Escrow Agent as to all matters, including fund transfers, address changes and contact information changes, on Recipient's behalf (only one signature required):

| | | |
|---|---|---|
| David Holtmann | _____ | 417-864-1632 |
| Name | Specimen signature | Telephone No |
| _____ | _____ | _____ |
| Name | Specimen signature | Telephone No |
| _____ | _____ | _____ |
| Name | Specimen signature | Telephone No |

*(Note: if only one person is identified above, please add the following language:)*

The following persons (not listed above) are authorized for call-back confirmations:

| | |
|---|---|
| _____ | _____ |
| Name | Telephone Number |
| _____ | _____ |
| Name | Telephone Number |
| _____ | _____ |
| Name | Telephone Number |

**EXHIBIT 6**

**CLASS ACTION NEGATIVE CONSENT LETTER**

September 25, 2026

David Holtmann
Finance Director
City of Springfield, Missouri
840 Boonville Avenue
Springfield, Missouri 65802

RE: USBGLF/City of Springfield, Missouri - - Class Action Litigation Claims

Dear Mr. Holtmann:

U.S. Bank National Association ("U.S. Bank") has established its policies and procedures relative to class action litigation claims filed on behalf of its clients' accounts. This policy may impact future claims filed by U.S. Bank on behalf of the above-referenced account. Listed below are the policies regarding class action litigation claims**:**

1. U.S. Bank will file class action litigation claims, at no charge, on behalf of open, eligible agency or custody accounts upon receipt of proper documented authorization. This notice, with your ability to opt out as further described below**,** constitutes such documented authorization.
2. U.S. Bank will not file claims for agency or custody accounts that were open during the class action period but were closed prior to receipt of any notice of the class action litigation.
3. Assuming requisite information is provided by the payor to identify the applicable account, settlement proceeds of the class action litigation will be posted within a reasonable time following receipt of such proceeds to the entitled accounts that are open at such time. If entitled accounts are closed prior to distribution and receipt of settlement proceeds, they will be remitted to entitled beneficiaries or successors of the account net of any research and filing fees. Proceeds, less any research and filing fees, will be escheated if the entitled beneficiaries or successors of the account cannot be identified /located.

If you wish U.S. Bank to continue to file class action litigation proofs of claim on behalf of your account, you do not need to take any further action. However, if you do not wish U.S. Bank to file class action proofs of claim on behalf of your account, you may notify us of this election by returning this letter with your signature and date provided below within 30 days or by filing a separate authorization letter with your Account Manager by the same date.

The authorization and understanding contained in this communication constitutes an amendment of any applicable provisions of the account document for the above-referenced account.

If you have any questions, please contact me at the below number.

Sincerely,
Mike McGuire
Vice President
303-585-4594

☐ No, U.S. Bank is not authorized to file class action litigation proofs of claim on behalf of the above-referenced account(s). By making this election, I acknowledge that U.S. Bank is not responsible for forwarding notices received on class action or litigation claims.

_____ _____
Authorized Signature Date

Exhibit 3

**Gilmore & Bell, P.C.**
**Draft-August 19, 2026**

# FEDERAL TAX CERTIFICATE

**THIS FEDERAL TAX CERTIFICATE** (the "**Tax Certificate**"), is executed as of September 25, 2026, by the **CITY OF SPRINGFIELD, MISSOURI** (the "**City**").

## RECITALS

**1.** This Tax Certificate is being executed and delivered in connection with Schedule of Equipment No. 3 dated as of September 25, 2026 to that certain Master Equipment Lease Purchase Agreement dated as of November 21, 2024, in the principal amount of 1,418,720 (together, the "**Lease**"), entered into by and between the City, as lessee, and U.S. Bancorp Government Leasing and Finance, Inc., a Minnesota corporation, as lessor (the "**Lessor**").

**2.** The Internal Revenue Code of 1986, as amended (the "Code"), and the applicable Regulations and rulings issued by the U.S. Treasury Department (the "Regulations"), impose certain limitations on the uses and investment of the proceeds of the Lease and of certain other money relating to the Lease, and set forth the conditions under which the interest component of rent payable under the Lease will be excluded from gross income for federal income tax purposes.

**3.** The City is executing this Tax Certificate in order to set forth certain facts, covenants, representations, and expectations relating to the use of the proceeds of the Lease and the property financed with those proceeds and the investment of the proceeds of the Lease and of certain other related money, in order to establish and maintain the exclusion of the interest component of rent payable under the Lease from gross income for federal income tax purposes, and to provide guidance for complying with the arbitrage rebate provisions of Code § 148(f).

**4.** The City adopted a Tax-Exempt Financing Compliance Procedure on May 7, 2012 (the "Tax Compliance Procedure") for the purpose of setting out general procedures for the City to continuously monitor and comply with the federal income tax requirements set out in the Code and the Regulations.

**5.** This Tax Certificate is being entered into as required by the Tax Compliance Procedure for the purpose of setting out general procedures for the City to continuously monitor and comply with the federal income tax requirements set out in the Code and the Regulations.

**NOW, THEREFORE,** in consideration of the foregoing and the mutual representations, covenants and agreements set forth in this Tax Certificate, the City represents, covenants and agrees as follows:

**Section 1. Definitions of Words and Terms.** Except as otherwise provided in this Tax Certificate or unless the context otherwise requires, capitalized words and terms used in this Tax Certificate have the same meanings as set forth in the Lease, and certain other words and phrases have the meanings assigned in Code §§ 103, 141-150 and the Regulations. The following words and terms used in this Tax Certificate have the following meanings:

**"Annual Compliance Checklist"** means a checklist for the Equipment designed to measure compliance with the requirements of this Tax Certificate and the Tax Compliance Procedure after the Closing Date substantially in the form attached as **Exhibit D**.

**"City"** means the City of Springfield, Missouri.

**"Closing Date"** means September 25, 2026.

**"Compliance Officer"** means the City's Director of Finance or, if the position of Director of Finance is vacant, the person filling the responsibilities of the Director of Finance for the City.

**"Equipment"** means equipment for use by the City's Park Department and certain hardware and software, for use by the City, to be acquired and installed by the City with proceeds of the Lease, as further described on **Exhibit C** to this Tax Certificate.

**"Escrow Fund"** means the Escrow Fund established pursuant to the Escrow Agreement dated as of September 25, 2026, among the City, the Lessor and U.S. Bank National Association, as escrow agent.

**"Gross Proceeds"** means the gross proceeds of the Lease, which include (a) sale proceeds (any amounts actually or constructively received by the City from the execution and delivery of the Lease, including amounts used to pay a discount or fees to the Lessor, but excluding pre-issuance accrued interest), (b) any amounts received from investing sale proceeds, (c) any amounts held in a sinking fund for the Lease, and (d) any amounts held in a pledged fund or reserve fund for the Lease. Specifically, Gross Proceeds includes (but is not limited to) amounts held in the Escrow Fund.

**"Investment"** means any security, obligation, annuity contract or other investment-type property that is purchased directly with, or otherwise allocated to, Gross Proceeds. This term does not include a tax-exempt bond, except for "specified private activity bonds" as defined in Code § 57(a)(5)(C), but it does include the investment element of most interest rate caps.

**"IRS"** means the Internal Revenue Service.

**"Lease"** means Schedule of Equipment No. 3, dated as of the date of this Tax Certificate, between the City, as lessee, and the Lessor, as lessor, in the principal amount of 1,418,720 (which Schedule of Equipment No. 3 incorporates the terms and provisions of the Master Lease), the proceeds of which will be used to acquire and install the Equipment and pay certain costs of issuance in connection with the Lease.

"**Lessor**" means U.S. Bancorp Government Leasing and Finance, Inc., a Minnesota corporation.

**"Management Agreement"** means a legal agreement defined in Regulations § 1.141-3(b) as a management, service, or incentive payment contract with an entity that provides services involving all or a portion of the Equipment, such as a contract to manage the Equipment or a portion thereof. However, contracts for services that are solely incidental to the primary governmental function of the Equipment (for example, contracts for janitorial, office equipment repair, billing or similar services) are not treated as Management Agreements.

**"Master Lease"** means the Master Equipment Lease Purchase Agreement dated as of November 21, 2024, including the exhibits thereto, entered into between the Lessor, as lessor, and the City, as lessee, as amended from time to time.

**"Measurement Period"** means, with respect to the Equipment, the period beginning on the later of (i) the Closing Date or (ii) the date the property is placed in service, and ending on the earlier of (A) the final maturity date of the Lease or (B) the end of the expected economic useful life of the property.

**"Non-Qualified Use"** generally means any use of the Equipment in a trade or business carried on by any Non-Qualified User that is different in form or substance to the use made of the Equipment by any other member of the general public. Generally, ownership, a lease, or any other use that provides a Non-Qualified User a special legal right or entitlement to use the Equipment will constitute Non-Qualified Use.

**"Non-Qualified User"** means any person or entity other than the City.

**"Opinion of Special Tax Counsel"** means the written opinion of Special Tax Counsel addressed to the City to the effect that the proposed action or the failure to act will not adversely affect the exclusion of the interest component of rent on the Lease from gross income for federal income tax purposes or an opinion describing additions, modifications or additional procedures required to preserve the interest component of rent on the Lease from gross income for federal income tax purposes.

**"Post-Issuance Tax Requirements"** means those requirements related to the use of Gross Proceeds, the use of the Equipment and the investment of Gross Proceeds after the Closing Date.

**"Qualified Use Agreement"** means any of the following:

(1) A lease or other short-term use by members of the general public who use the Equipment on a short-term basis in the ordinary course of the City's governmental purposes.

(2) Agreements with Qualified Users or Non-Qualified Users to use all or a portion of the Equipment for a period up to 200 days in length pursuant to an arrangement whereby (a) the use of the Equipment under the same or similar arrangements is predominantly by natural persons who are not engaged in a trade or business and (b) the compensation for the use is determined based on generally applicable, fair market value rates that are in effect at the time the agreement is entered into or renewed. Any Qualified User or Non-Qualified User using all or any portion of the Equipment under this type of arrangement may have a right of first refusal to renew the agreement at rates generally in effect at the time of the renewal.

(3) Agreements with Qualified Users or Non-Qualified Users to use all or a portion of the Equipment for a period up to 100 days in length pursuant to arrangements whereby (a) the use of the property by the person would be general public use but for the fact that generally applicable and uniformly applied rates are not reasonably available to natural persons not engaged in a trade or business, (b) the compensation for the use under the arrangement is determined based on applicable, fair market value rates that are in effect at the time the agreement is entered into or renewed, and (c) the Equipment was not constructed for a principal purpose of providing the property for use by that Qualified User or Non-Qualified User. Any Qualified User or Non-Qualified User using all or any portion of the Equipment under this type of arrangement may have a right of first refusal to renew the agreement at rates generally in effect at the time of the renewal.

(4) Agreements with Qualified Users or Non-Qualified Users to use all or a portion of the Equipment for a period up to 50 days in length pursuant to a negotiated arm's-length

arrangement at fair market value so long as the Equipment was not constructed for a principal purpose of providing the property for use by that person.

**"Qualified User"** means a State, territory, possession of the United States, the District of Columbia, or any political subdivision thereof, or any instrumentality of such entity, but it does not include the United States or any agency or instrumentality of the United States.

"**Regulations**" means United States Treasury Regulations governing obligations the interest on which is excluded from gross income for federal income tax purposes under Code §§ 103 and 141-150.

"**Special Tax Counsel**" means Gilmore & Bell, P.C.

**"State"** means the State of Missouri.

**"Tax Compliance File"** means documents and records for the Lease maintained by the Compliance Officer pursuant to this Tax Certificate and the Tax Compliance Procedure.

**"Tax Compliance Procedure"** means the City's Tax-Exempt Financing Compliance Procedure, dated May 7, 2012.

**"Yield"** means the yield on the Lease, computed under Regulations § 1.148-4, and yield on an Investment, computed under Regulations § 1.148-5.

**Section 2. Purpose of Lease.** On the Closing Date, the Lessor will disburse all proceeds of the Lease in the aggregate principal amount of 1,418,720 for deposit into the Escrow Fund. Of this amount, $1,398,720 will be used to acquire and install the Equipment, and $20,000 will be used to pay costs of executing and delivering the Lease.

**Section 3. Accounting for Gross Proceeds.** The City will account for the sale proceeds of the Lease as follows: All sale proceeds will be used to acquire and install the Equipment and pay related costs of executing and delivering the Lease as described in **Section 2** of this Tax Certificate. If proceeds are used differently than as shown in **Section 2** of this Tax Certificate, not later than 18 months after (1) the purchase of the Equipment, or (2) the date the Equipment is placed in service, the City will prepare a final written allocation as required by the Tax Compliance Procedure, a sample form of which is attached hereto as **Exhibit E**.

**Section 4. Project Completion.** The City has incurred, or will incur within 6 months after the Closing Date, a substantial binding obligation to a third party to spend at least 5% of the proceeds of the Lease on the Equipment. The acquisition and installation of the Equipment and the allocation of the proceeds of the Lease to expenditures will proceed with due diligence. At least 85% of the proceeds of the Lease will be allocated to expenditures for the Equipment within 3 years after the Closing Date.

**Section 5. Funds or Accounts.** The following fund has been established for the Lease:

- Escrow Fund.

No other funds or accounts have been established to hold sale proceeds of the Lease, and no other funds or accounts of the City have been or will be established that will contain other money that will be used to make, or secure, rental payments under the Lease.

**Section 6. Rebate and Yield Restriction.**

(a) *Lessor's Certificate – Issue Price.* The Lessor has represented in the Lessor Certificate, dated as of the Closing Date and included in the Transcript at Tab 8, that on the date hereof it has purchased the Lease for the aggregate principal amount of 1,418,720, without accrued interest, and that it intends to hold the Lease for its own account as an investment with no present intent to sell, assign or transfer the Lease. Based on the certifications of the Lessor in the Lessor Certificate, the City elects to establish the issue price of the Lease pursuant to Regulations § 1.148-1(f)(2)(i) and, accordingly, the issue price will be the price paid by the Lessor (1,418,720).

(b) *Lease Yield*. Based on the issue price, Special Tax Counsel has determined that the Yield on the Lease is 4.3838%. The amortization schedule and calculation of the Yield on the Lease is attached to this Tax Certificate as **Exhibit A**. The City has not entered into an interest rate swap agreement with respect to any portion of the Lease.

(c) *Rebate and Yield Restriction Requirement*. All sale proceeds of the Lease and any amounts received from investing the sale proceeds of the Lease are expected to be allocated to expenditures for the Equipment in accordance with the following schedule: (1) 15% within 6 months from the Closing Date; (2) 60% within 12 months from the Closing Date; and (3) 100% within 18 months from the Closing Date. Prior to the expenditure of these amounts, the City expects to invest the sale proceeds in a money market account at a Yield that is less than the Yield on the Lease. The City has not created or established, and does not expect to create or establish, any sinking fund, reserve fund, pledge fund, or other similar fund (1) that is reasonably expected to be used to pay the rental payments, or (2) that may be used solely to prevent a default in the payment of the rental payments if the City encounters financial difficulty. If these amounts are invested and allocated to expenditures as set forth in this paragraph, and if the City does not establish any sinking fund, reserve fund, pledge fund, or similar fund with respect to the Lease, then no rebate or Yield reduction computations will be necessary for the Lease. If these amounts are not invested and spent as set forth in this paragraph, the City will engage Special Tax Counsel, an independent certified public accountant, or a rebate analyst to compute arbitrage rebate on the Lease and to pay rebate to the United States at least once every five years, and within 60 days after the final maturity of the Lease in accordance with Code § 148(f).

**Section 7. Use of Equipment.**

(a) *General*. The Equipment will be owned by the City throughout the Measurement Period. No portion of the Equipment is expected to be used in a Non-Qualified Use during the Measurement Period. Unless the City obtains an Opinion of Special Tax Counsel, the City will not enter into any agreement other than a Qualified Use Agreement with respect to the Equipment.

(b) *Agreements*. As of the Closing Date, the City does not have any agreements with Non-Qualified Users that relate to the use or operation of the Equipment. During the Measurement Period, the City will not enter into or renew any agreement with any Non-Qualified User with respect to the Equipment without first obtaining an opinion of Special Tax Counsel.

(c) *Leases*. As of the Closing Date, the City has not entered into any leases (or subleases) with Non-Qualified Users other than Qualified Use Agreements with respect to the Equipment. During the Measurement Period, the City will not enter into or renew any leases with any Non-Qualified Users other than Qualified Use Agreements with respect to the Equipment without first obtaining an opinion of Special Tax Counsel.

(d) *Written Policies and Procedures of the City.* The City intends for the Tax Compliance Procedure, as supplemented by this Tax Certificate, to be its primary written policies and procedures for monitoring compliance with the Post-Issuance Tax Requirements for the Lease and to supplement any other formal policies and procedures related to the Post-Issuance Tax Requirements that the City has established. The provisions of this Tax Certificate are intended to be consistent with the Tax Compliance Procedure. In the event of any inconsistency between the Tax Compliance Procedure and this Tax Certificate, the terms of this Tax Certificate will govern.

(e) *Compliance Officer*. The City, when necessary to fulfill the Post-Issuance Tax Requirements, will, through the Compliance Officer, sign Form 8038-T in connection with the payment of arbitrage rebate or Yield reduction payments, participate in any federal income tax audit of the Lease or related proceedings under a voluntary compliance agreement procedures (VCAP) or undertake a remedial action procedure pursuant to Regulations § 1.141-12.

(f) *Annual Compliance Checklists*. Attached as **Exhibit D** is a form of Annual Compliance Checklist for the Equipment. The Compliance Officer will prepare and work with appropriate officials of the City to complete an Annual Compliance Checklist for the Equipment at least annually. In the event an Annual Compliance Checklist identifies a deficiency in compliance with the requirements of this Tax Certificate, the Compliance Officer will obtain an Opinion of Special Tax Counsel and take actions to correct any deficiency.

**Section 8. Record Keeping.** The Compliance Officer will maintain the Tax Compliance File for the Lease in accordance with the Tax Compliance Procedure. Unless otherwise specifically instructed in a written Opinion of Special Tax Counsel or to the extent otherwise provided in this Tax Certificate, the Compliance Officer shall retain records related to the Post-Issuance Tax Requirements until 3 years following the final maturity of (i) the Lease or (ii) any obligation issued to refund the Lease. Any records maintained electronically must comply with Section 4.01 of Revenue Procedure 97-22, which generally provides that an electronic storage system must (1) ensure an accurate and complete transfer of the hardcopy records which indexes, stores, preserves, retrieves and reproduces the electronic records, (2) include reasonable controls to ensure integrity, accuracy and reliability of the electronic storage system and to prevent unauthorized alteration or deterioration of electronic records, (3) exhibit a high degree of legibility and readability both electronically and in hardcopy, (4) provide support for other books and records of the City, and (5) not be subject to any agreement that would limit the ability of the IRS to access and use the electronic storage system on the City's premises.

**Section 9. Miscellaneous.**

(a) *Reimbursement of Expenditures; Official Intent*. On September 22, 2026, the governing body of the City adopted an ordinance declaring the intent of the City to finance the Equipment with proceeds of a tax-exempt obligation and to reimburse the City for expenditures made for the Equipment prior to the issuance of the tax-exempt obligation. A copy of the ordinance is attached to this Tax Certificate as **Exhibit F**. $_____ from proceeds of the Lease are expected to be allocated to expenditures paid by the City prior to the Issue Date. Any reimbursement allocation made by the City will comply with Regulations § 1.150-2, and no portion of the Lease proceeds will be used to reimburse an expenditure paid by the City more than 60 days prior to the date the ordinance was adopted. The City will evidence each allocation of the proceeds of the Lease to an expenditure in writing. In addition, no reimbursement allocation will be made more than 18 months following the later of (1) the date of the expenditure or (2) the date the Equipment was placed in service.

(b) *Form 8038-G.* A copy of the completed and fully executed IRS Form 8038-G (Information Return for Tax-Exempt Governmental Obligations) is attached to this Tax Certificate as **Exhibit B**. The Form 8038-G was prepared by Special Tax Counsel based on representations and

covenants by the City contained in this Tax Certificate or otherwise made by the City. The information contained on Form 8038-G is true, complete and correct to the knowledge of the undersigned and the undersigned is authorized to sign the Form 8038-G on behalf of the City and deliver it to Special Tax Counsel for filing with the IRS.

(c) *Single Issue; No Other Issues*. The Lease constitutes a single "issue" under Regulations § 1.150-1(c). No other debt obligations of the City (1) are being sold within 15 days of the sale of the Lease, (2) are being sold under the same plan of financing as the Lease, and (3) are expected to be paid from substantially the same source of funds as the Lease (disregarding guarantees from unrelated parties, such as bond insurance).

(d) *Bank Qualification.* The Lease is not designated as a "qualified tax-exempt obligation" under Code § 265(b)(3).

(e) *No Federal Guaranty*. The payment of rent on the Lease is not, and the City will not permit the payment of rent on the Lease to be, directly or indirectly guaranteed by the United States of America or any agency thereof.

(f) *Registration Requirement; Record Owner*. The City will maintain or cause to be maintained a record of the owner(s) of the Lease and the person/entity entitled to the receipt of the interest components of rent payments on the Lease. Transfer of ownership of the Lease is effective only if entered in these records. The Lease will be held in registered form within the meaning of Code § 149(a).

(g) *Reliance*. The City understands that its certifications will be relied upon by the law firm of Gilmore & Bell, P.C., as Special Tax Counsel, in rendering its opinion as to the validity of the Lease and the exclusion from federal gross income of the interest component of rent payments payable by the City under the Lease.

(h) *Enforceability*. If any provision in this Tax Certificate or in the Lease is determined to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not be affected or impaired.

(i) *Electronic Transactions*. The transaction described in this Tax Certificate may be conducted, and related documents may be stored, by electronic means.

[The remainder of this page left blank intentionally.]

**IN WITNESS WHEREOF,** the undersigned, by execution of this Tax Certificate, hereby makes the foregoing certifications, representations, and agreements contained in this Tax Certificate on behalf of the City.

**CITY OF SPRINGFIELD, MISSOURI**

By: _____
Title: City Manager

**APPROVED AS TO FORM:**

_____, City Attorney

# EXHIBIT A

## LEASE AMORTIZATION SCHEDULE, CALCULATION OF WEIGHTED AVERAGE MATURITY AND CALCULATION OF YIELD ON THE LEASE

**Schedule of Lease Payments**

| Payment Date | Amort. Pmt. No. | Interest Rate | Payments Interest | Payments Principal | Payments Total | Principal Balance | Purchase Price | Bond Years |
|---|---|---|---|---|---|---|---|---|
| 9/25/2026 | | | | | | | | |
| 9/25/2026 | - | | | | | $ 1,418,720.00 | | - |
| 12/25/2026 | 1 | 4.360% | 15,464.05 | 63,869.07 | 79,333.12 | 1,354,850.93 | | 15.967 |
| 3/25/2027 | 2 | 4.360% | 14,767.88 | 64,565.24 | 79,333.12 | 1,290,285.69 | | 32.283 |
| 6/25/2027 | 3 | 4.360% | 14,064.11 | 65,269.01 | 79,333.12 | 1,225,016.68 | | 48.952 |
| 9/25/2027 | 4 | 4.360% | 13,352.68 | 65,980.44 | 79,333.12 | 1,159,036.24 | | 65.980 |
| 12/25/2027 | 5 | 4.360% | 12,633.50 | 66,699.62 | 79,333.12 | 1,092,336.62 | 1,125,106.72 | 83.375 |
| 3/25/2028 | 6 | 4.360% | 11,906.47 | 67,426.65 | 79,333.12 | 1,024,909.97 | 1,055,657.27 | 101.140 |
| 6/25/2028 | 7 | 4.360% | 11,171.52 | 68,161.60 | 79,333.12 | 956,748.37 | 985,450.82 | 119.283 |
| 9/25/2028 | 8 | 4.360% | 10,428.56 | 68,904.56 | 79,333.12 | 887,843.81 | 914,479.12 | 137.809 |
| 12/25/2028 | 9 | 4.360% | 9,677.50 | 69,655.62 | 79,333.12 | 818,188.19 | 842,733.84 | 156.725 |
| 3/25/2029 | 10 | 4.360% | 8,918.25 | 70,414.87 | 79,333.12 | 747,773.32 | 770,206.52 | 176.037 |
| 6/25/2029 | 11 | 4.360% | 8,150.73 | 71,182.39 | 79,333.12 | 676,590.93 | 696,888.66 | 195.752 |
| 9/25/2029 | 12 | 4.360% | 7,374.84 | 71,958.28 | 79,333.12 | 604,632.65 | 622,771.63 | 215.875 |
| 12/25/2029 | 13 | 4.360% | 6,590.50 | 72,742.62 | 79,333.12 | 531,890.03 | 547,846.73 | 236.414 |
| 3/25/2030 | 14 | 4.360% | 5,797.60 | 73,535.52 | 79,333.12 | 458,354.51 | 472,105.15 | 257.374 |
| 6/25/2030 | 15 | 4.360% | 4,996.06 | 74,337.06 | 79,333.12 | 384,017.45 | 395,537.97 | 278.764 |
| 9/25/2030 | 16 | 4.360% | 4,185.79 | 75,147.33 | 79,333.12 | 308,870.12 | 318,136.22 | 300.589 |
| 12/25/2030 | 17 | 4.360% | 3,366.68 | 75,966.44 | 79,333.12 | 232,903.68 | 239,890.79 | 322.857 |
| 3/25/2031 | 18 | 4.360% | 2,538.65 | 76,794.47 | 79,333.12 | 156,109.21 | 160,792.49 | 345.575 |
| 6/25/2031 | 19 | 4.360% | 1,701.59 | 77,631.53 | 79,333.12 | 78,477.68 | 80,832.01 | 368.750 |
| 9/25/2031 | 20 | 4.360% | 855.41 | 78,477.68 | 79,333.09 | - | - | 392.388 |
| Total | | | 167,942.37 | 1,418,720.00 | 1,586,662.37 | | | 3,851.889 |

***Lease Statistics***

| | | | |
|---|---|---|---|
| Principal amount | $ 1,418,720.00 | Day-Count Method | 30/360 |
| Interest rate | 4.360% | Computed Payment Amount | $79,333.12 |
| Dated date | 9/25/2026 | Actual Payment Amount | $79,333.12 |
| Issue date | 9/25/2026 | Days of accrued interest | - |
| First interest payment | 12/25/2026 | Accrued interest | $0.00 |
| First principal payment | 12/25/2026 | Bond years | 3,851.889 |
| Last payment | 9/25/2031 | | |
| No. of principal payments per year | 4 | Weighted avg. maturity (years) | 2.7150 |
| Total no. of principal payments | 20 | Lease yield | 4.383762% |
| Denomination | 0.01 | Net interest cost | 4.360000% |

| Proof of Arbitrage Yield | | | | |
|---|---|---|---|---|
| Payment Date | Days After Closing | Lease Payments | Pres. Val. Factor 4.38376% | Present Value to 9/25/2026 |
| 9/25/2026 | | | | |
| 9/25/2026 | - | - | 1.0000000 | - |
| 12/25/2026 | 90 | 79,333.12 | 0.9892175 | 78,477.71 |
| 3/25/2027 | 180 | 79,333.12 | 0.9785513 | 77,631.53 |
| 6/25/2027 | 270 | 79,333.12 | 0.9680001 | 76,794.47 |
| 9/25/2027 | 360 | 79,333.12 | 0.9575627 | 75,966.44 |
| 12/25/2027 | 450 | 79,333.12 | 0.9472378 | 75,147.33 |
| 3/25/2028 | 540 | 79,333.12 | 0.9370242 | 74,337.06 |
| 6/25/2028 | 630 | 79,333.12 | 0.9269208 | 73,535.52 |
| 9/25/2028 | 720 | 79,333.12 | 0.9169263 | 72,742.62 |
| 12/25/2028 | 810 | 79,333.12 | 0.9070396 | 71,958.28 |
| 3/25/2029 | 900 | 79,333.12 | 0.8972594 | 71,182.39 |
| 6/25/2029 | 990 | 79,333.12 | 0.8875848 | 70,414.87 |
| 9/25/2029 | 1,080 | 79,333.12 | 0.8780144 | 69,655.62 |
| 12/25/2029 | 1,170 | 79,333.12 | 0.8685472 | 68,904.56 |
| 3/25/2030 | 1,260 | 79,333.12 | 0.8591821 | 68,161.60 |
| 6/25/2030 | 1,350 | 79,333.12 | 0.8499180 | 67,426.65 |
| 9/25/2030 | 1,440 | 79,333.12 | 0.8407538 | 66,699.62 |
| 12/25/2030 | 1,530 | 79,333.12 | 0.8316884 | 65,980.44 |
| 3/25/2031 | 1,620 | 79,333.12 | 0.8227208 | 65,269.00 |
| 6/25/2031 | 1,710 | 79,333.12 | 0.8138498 | 64,565.24 |
| 9/25/2031 | 1,800 | 79,333.09 | 0.8050745 | 63,869.05 |
| Total | | 1,586,662.37 | | 1,418,720.00 |
| | | | | |
| **Yield Target Amount:** | | | | |
| Principal | | | 1,418,720.00 | |
| Original issue premium/discount | | | - | |
| Sale proceeds | | | 1,418,720.00 | |
| Accrued interest | | | - | |
| Total | | | | 1,418,720.00 |
| | | | | |
| Difference | | | | (0.00) |
| | | | | |
| Lease yield | | | | 4.3837622% |

**EXHIBIT B**

**IRS FORM 8038-G**

[To be prepared and filed by Gilmore & Bell.]

**EXHIBIT C**

**DESCRIPTION OF THE EQUIPMENT**

[To come.]

**EXHIBIT D**

**SAMPLE ANNUAL COMPLIANCE CHECKLIST**

| | |
|---|---|
| **Name of tax-exempt obligation ("Schedule No. 3") financing the Equipment:** | This Annual Compliance Checklist is designed to cover Schedule of Equipment No. 3 dated September 25, 2026 ("Schedule No. 3") to Master Equipment Lease Purchase Agreement dated as of November 21, 2024, each between U.S. Bancorp Government Leasing and Finance, Inc., as lessor, and the City of Springfield, Missouri, as lessee. |
| **Placed in service date of the Equipment:** | |
| **Name of Compliance Officer:** | |
| **Period covered by request ("Annual Period"):** | |

| Item | Question | Response |
|---|---|---|
| **1 Ownership** | For federal income tax purposes, was all of the Equipment owned by the City for federal tax purposes during the entire Annual Period? | ☐ Yes<br>☐ No |
| | If answer above was "No," was an Opinion of Special Tax Counsel obtained prior to the transfer?<br><br>If Yes, include a copy of the Opinion in the Tax Compliance File.<br><br>If No, contact Special Tax Counsel and include description of resolution in the Tax Compliance File. | ☐ Yes<br>☐ No |
| **2 Leases & Other Rights to Possession** | During the Annual Period, was any of the Equipment subleased to or used by individuals or entities other than the City or employees of the City at any time pursuant to a lease or similar agreement for more than 50 days? | ☐ Yes<br>☐ No |
| | If answer above was "Yes," was an Opinion of Special Tax Counsel obtained prior to entering into the lease or other arrangement?<br><br>If Yes, include a copy of the Opinion in the Tax Compliance File.<br><br>If No, contact Special Tax Counsel and include description of resolution in the Tax Compliance File. | ☐ Yes<br>☐ No |
| **3 Management or Service Agreements** | During the Annual Period, has the management of all or any part of the operations of any portion of the Equipment (e.g., has the City hired any organization to operate or manage the facilities in which the Equipment is being used) been assumed by or transferred to another entity? | ☐ Yes<br>☐ No |
| | If answer above was "Yes," was an Opinion of Special Tax Counsel obtained prior to entering into the arrangement?<br><br>If Yes, include a copy of the Opinion in the Tax Compliance File.<br><br>If No, contact Special Tax Counsel and include description of resolution in the Tax Compliance File. | ☐ Yes<br>☐ No |

| Item | Question | Response |
|---|---|---|
| **4 Other Use** | Was any other agreement entered into with an individual or entity (including the federal government and any of its agencies) that grants special legal rights to any portion of the Equipment? | ☐ Yes<br>☐ No |
| | If answer above was "Yes," was an Opinion of Special Tax Counsel obtained prior to entering into the agreement?<br><br>If Yes, include a copy of the Opinion in the Tax Compliance File.<br><br>If No, contact Special Tax Counsel and include description of resolution in the Tax Compliance File. | ☐ Yes<br>☐ No |
| **5 Arbitrage Rebate; Yield Restriction** | 1. Were the Gross Proceeds of the Lease invested and spent in accordance with the Tax Certificate?<br><br>If No, contact Special Tax Counsel and incorporate report or include description of resolution in the Tax Compliance File. If Yes, answer question (b) below.<br><br>2. Has the City established any sinking fund, reserve fund, pledge fund, or similar fund with respect to the Lease?<br><br>If Yes, contact Special Tax Counsel and incorporate report or include description of resolution in the Tax Compliance File. | ☐ Yes<br>☐ No<br><br>☐ Yes<br>☐ No |
| | | |

**By: Compliance Officer:** _____

**Date Completed:** _____

**EXHIBIT E**

**SAMPLE FINAL WRITTEN ALLOCATION**

**1,418,720**
**SCHEDULE OF EQUIPMENT NO. 3 DATED SEPTEMBER 25, 2026 TO MASTER EQUIPMENT LEASE PURCHASE AGREEMENT DATED AS OF NOVEMBER 21, 2024, BETWEEN U.S. BANCORP GOVERNMENT LEASING AND FINANCE, INC., AS LESSOR AND CITY OF SPRINGFIELD, MISSOURI, AS LESSEE**

The undersigned is the Compliance Officer of the City of Springfield, Missouri (the "City"), and in that capacity is authorized to execute federal income tax returns required to be filed by the City and to make appropriate elections and designations regarding federal income tax matters on behalf of the City. This allocation of the proceeds of the tax-exempt obligation referenced above (together, the "Lease") is necessary for the City to satisfy ongoing reporting and compliance requirements under federal income tax laws.

*Purpose*. This document, together with the schedules and records referred to below, is intended to memorialize allocations of Lease proceeds to expenditures for purposes of §§ 141 and 148 of the Internal Revenue Code (the "Code"). All allocations are or were previously made no later than 18 months following the date the expenditure was made by the City or, if later, the date the "project" was "placed in service" (both as defined below), and no later than 60 days following the 5th anniversary of the issue date of the Lease.

*Background.* The Lease was executed and delivered on September 25, 2026 (the "Closing Date"), by the City. The Lease was executed and delivered in order to provide funds needed to (1) acquire and install equipment for use by the City's Park Department and certain hardware and software, for use by the City (collectively, the "Equipment") and (2) pay certain costs of issuance. Proceeds of the Lease were disbursed on the Closing Date for deposit in the Escrow Fund established under Escrow Agreement dated as of September 25, 2026, among the City, U.S. Bancorp Government Leasing and Finance, Inc., as lessor, and U.S. Bank National Association, as escrow agent.

*Sources Used to Fund Equipment Costs and Allocation of Proceeds to Equipment Costs*. A portion of the costs of acquiring and installing the Equipment was paid from sale proceeds of the Lease and the remaining portion of the costs of the Equipment was paid from earnings from the investment of Lease proceeds and from other money of the City as shown on **Schedule 1** to this Final Written Allocation.

*Identification of Financed Assets.* The portions of the Equipment financed from Lease proceeds (i.e., the "Description of Equipment" listed in **Exhibit C** to the City's Federal Tax Certificate) are listed on page 1 of **Schedule 2** to this Final Written Allocation.

*Identification and Timing of Expenditures for Arbitrage Purposes*. For purposes of complying with the arbitrage rules, the City allocates the proceeds of the Lease to the various expenditures described in the invoices, requisitions or other substantiation attached as **Schedule 2** to this Final Written Allocation. In each case, the cost requisitioned was either paid directly to a third party or reimbursed the City for an amount it had previously paid or incurred. Amounts received from proceeds of the Lease and retained as purchaser's discount are allocated to that purpose and spent on the Closing Date. Amounts allocated to interest expense are treated as paid on the interest payment dates for the Lease.

*Placed In Service.* The Equipment was "placed in service" on the date set out on **Schedule 2** to this Final Written Allocation. For this purpose, the assets are considered to be "placed in service" as of the date on which, based on all the facts and circumstances: (1) the acquiring and equipping of the asset has reached a degree of completion which would permit its operation at substantially its design level; and (2) the asset is, in fact, in operation at that level.

This allocation has been prepared based on statutes and regulations existing as of this date. The City reserves the right to amend this allocation to the extent permitted by future Treasury Regulations or similar authorities.

**CITY OF SPRINGFIELD, MISSOURI**

By: _____
Title: _____

Dated: _____

Name of Legal Counsel/Law Firm Reviewing Final Written Allocation:
_____
Date of Review: _____

**Attachments:**

**SCHEDULE 1**
**TO FINAL WRITTEN ALLOCATION**

**ALLOCATION OF SOURCES AND USES**

*[Attach Spreadsheet after acquisition and installation of the Equipment is completed.]*

**SCHEDULE 2**
**TO FINAL WRITTEN ALLOCATION**

**IDENTIFICATION OF FINANCED ASSETS**
**AND**
**DETAILED LISTING OF EXPENDITURES**

*[Attach Spreadsheet after acquisition and installation of the Equipment is completed.]*

**EXHIBIT F**

**DECLARATION OF INTENT**

*[Copy of City's Ordinance to be attached.]*

CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Exhibit 4

Budget Adjustment
0016

Revenues:

| Fund | Dept | Org | Account | P&G | Location | Amount | | Description |
|---|---|---|---|---|---|---|---|---|
| 10110 | 13 | 17010 | 408070 | 000000 | 00000 | $ 491,650 | | Lease proceeds for Information Systems |
| 20110 | 16 | 80010 | 408070 | 000000 | 00000 | $ 5,110 | | Lease proceeds for Public Parks |
| 20110 | 16 | 80010 | 414020 | 000000 | 00000 | $ 57,777 | * | Lease proceeds for Public Parks |
| 20120 | 16 | 80010 | 408070 | 000000 | 00000 | $ 1,325 | | Lease proceeds for 2001 Parks Operating Sales Tax |
| 20120 | 16 | 80010 | 414020 | 000000 | 00000 | $ 441,416 | * | Lease proceeds for 2001 Parks Operating Sales Tax |
| 20130 | 16 | 80010 | 414020 | 000000 | 00000 | $ 73,537 | * | Lease proceeds for 2006 Parks Operating Sales Tax |
| 57010 | 16 | 25010 | 408070 | 000000 | 00000 | $ 4,905 | | Lease proceeds for Golf |
| 57010 | 16 | 25010 | 414020 | 000000 | 00000 | $ 343,000 | * | Lease proceeds for Golf |
| Net Revenue Adjustment | | | | | | $ 1,418,720 | | |

Expenditures:

| Fund | Dept | Org | Account | P&G | Location | Amount | | Description |
|---|---|---|---|---|---|---|---|---|
| 10110 | 13 | 17010 | 508140 | 000000 | 00000 | 484,720 | | Information Systems Equipment |
| 10110 | 13 | 17010 | 509350 | 000000 | 00000 | 6,930 | | Cost of Issuance |
| 20110 | 16 | 82550 | 508220 | 000000 | 10065 | 50,000 | * | Family Centers Fitness Equipment |
| 20110 | 16 | 82570 | 508170 | 000000 | 10192 | 12,000 | * | Jordan Valley Park Mower |
| 20110 | 16 | 80010 | 509350 | 000000 | 00000 | 887 | | Cost of Issuance |
| 20120 | 16 | 82550 | 501190 | 000000 | 10101 | 50,000 | * | Family Centers Fitness Equipment Doling |
| 20120 | 16 | 80590 | 508170 | 000000 | 00000 | 175,000 | * | Greenways Tool Cat with Implements (2) |
| 20120 | 16 | 80520 | 508170 | 000000 | 00000 | 87,000 | * | Construction & Repair-Mini Excavator |
| 20120 | 16 | 80570 | 501190 | 000000 | 00000 | 22,000 | * | Turf-Utility Bed (2) |
| 20120 | 16 | 80520 | 508170 | 000000 | 00000 | 80,000 | * | One Ton Dump Truck |
| 20120 | 16 | 80520 | 501190 | 000000 | 00000 | 22,500 | * | Spider Lift (50% Park Ops/50% Zoo) |
| 20120 | 16 | 80010 | 509350 | 000000 | 00000 | 6,241 | | Cost of Issuance |
| 20130 | 16 | 82550 | 501190 | 000000 | 10092 | 50,000 | * | Family Centers Fitness Equipment Dan Kinney |
| 20130 | 16 | 87510 | 501190 | 000000 | 00000 | 22,500 | * | Spider Lift (50% Park Ops/50% Zoo) |
| 20130 | 16 | 80010 | 509350 | 000000 | 00000 | 1,037 | * | Cost of Issuance |
| 57010 | 16 | 25010 | 508170 | 000000 | 10409 | 43,000 | * | Tri-Plex Mower (1) Stewart |
| 57010 | 16 | 25010 | 508170 | 000000 | 10409 | 57,000 | * | Sidewinder Mower (1) Stewart |
| 57010 | 16 | 25010 | 508170 | 000000 | 10409 | 15,000 | * | Turf Blower (1) Stewart |
| 57010 | 16 | 25010 | 508170 | 000000 | 10354 | 43,000 | * | Tri-Plex Mower (1) Rivercut |
| 57010 | 16 | 25010 | 508170 | 000000 | 10354 | 100,000 | * | Fairway Mower (1) Rivercut |
| 57010 | 16 | 25010 | 508170 | 000000 | 10354 | 15,000 | * | Turf Blower (1) Rivercut |
| 57010 | 16 | 25010 | 508170 | 000000 | 10169 | 55,000 | * | Workman Utility Vehicle (1) Horton Smith |
| 57010 | 16 | 25010 | 508170 | 000000 | 10169 | 15,000 | * | Turf Blower (1) Horton Smith |
| 57010 | 16 | 25010 | 509350 | 000000 | 00000 | 4,905 | | Cost of Issuance |
| | | | | | | | | * Included in the FY26-27 Budget. |
| Net Expenditure Adjustment | | | | | | $ 1,418,720 | | |

Fund Balance Appropriation:

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

Explanation: To amend the FY2026-27 budget by appropriating equipment lease proceeds for Parks / Information Systems for FY2027 operating needs.

Requested By:

Department Head — 08/20/26 Date

08/20/26 Date

Date

Authorization:

Council Bill No. 2026-200
Ordinance No. _____
1st Reading _____
2nd Reading _____
Journal Imp No. _____

## EXPLANATION TO COUNCIL BILL 2026-201 (HOSMER)

**FILED:** 08/20/2026

**ORIGINATING DEPARTMENT:** Finance

**TITLE:** A special ordinance authorizing and directing the issuance, sale, and delivery by the City of Springfield, Missouri, of Special Obligation Improvement Bonds, Series 2026 in a principal amount not to exceed $9,200,000 for the purpose of providing funds to pay costs related to improvements to the City's Public Works Administrative Building, construction and improvement of the Police Property/Evidence Building, as well as construction, furnishing and equipping of new West Fire Station #14, including acquisition of a new fire truck; amending the Fiscal Year 2027 budget of the City in the amount of $9,200,000; authorizing and approving certain documents in connection with the issuance of the Bonds; authorizing certain other documents and actions in connection therewith; and declaring an emergency pursuant to Section 2.12(3) of the City Charter.

**PURPOSE:** Authorizing and directing the sale, and delivery by the City of Springfield, Missouri, of Special Obligation Improvement Bonds, Series 2026, in a principal amount not to exceed $9,200,000 for the purpose of providing funds to pay costs related to improvements to the City's Public Works Administrative Building, construction and improvement of the Police Property/Evidence Building, as well as construction, furnishing and equipping of new West Fire Station #14, including the acquisition of a new fire truck, amending Fiscal Year 2027 budget of the City in the amount of $9,200,000; authorizing and approving certain documents in connection with the issuance of the bonds; authorizing certain other documents and actions in connection therewith; and declaring an emergency pursuant to Section 2.12(3) of the City Charter.

**BACKGROUND INFORMATION:** Voters approved the level property tax on November 7, 2017, allowing the City to use funds from the property tax levy for municipal purposes. The City is authorized and intends to issue special obligation bonds payable by the City only with annual appropriations approved by City Council. The City's intent is to make its debt service payments from amounts annually appropriated by the City Council from balances in the level property tax fund. The proposed bond issue will fund the improvements noted above which were identified during the 2017 level property tax campaign.

This ordinance is presented as an emergency under Section 2.12(3) of the Home Rule Charter of the City of Springfield, Missouri as it relates to the payment of expenses of city government. This Ordinance is presented as an emergency bill to allow changes to the ordinance, such as modifications to the bond terms and updated financial information after the first reading and prior to final approval by City Council.

**Submitted By:** David Holtmann, Springfield Police Officers' and Fire Fighters' Retirement System Board

**Authorized for inclusion on the agenda pursuant to City Code section 2-33:**
Collin Quigley, Deputy City Manager 08/27/2026

**Attachments:**
1. Special Obligation Improvement Bonds_ord
2. Exhibit A _ Indenture v5
3. Exhibit B - POS v2
4. Exhibit C - TCA - 2026 Special Obligation Bonds
5. Exhibit D - CDA v1
6. Exhibit E _BPA Series 2026 v.1
7. Exhibit F _ BA0017 FIN Special Obligation Improvement Bonds Series 2026

One-rdg. _____
P. Hrngs. _____
Pgs. _____
Filed: 09-01-26

Sponsored by: Hosmer

First Reading: _____ Second Reading: _____

COUNCIL BILL 2026-201 SPECIAL ORDINANCE _____

AN ORDINANCE

AUTHORIZING and directing the issuance, sale, and delivery by the City of Springfield, Missouri, of Special Obligation Improvement Bonds, Series 2026 in a principal amount not to exceed $9,200,000 for the purpose of providing funds to pay costs related to improvements to the City's Public Works Administrative Building, construction and improvement of the Police Property/Evidence Building, as well as construction, furnishing and equipping of new West Fire Station #14, including acquisition of a new fire truck; amending the Fiscal Year 2027 budget of the City in the amount of $9,200,000; authorizing and approving certain documents in connection with the issuance of the Bonds; authorizing certain other documents and actions in connection therewith; and declaring an emergency pursuant to Section 2.12(3) of the City Charter.

WHEREAS, the City of Springfield, Missouri (the "City"), is a constitutional home rule charter city and political subdivision of the State of Missouri, duly created, organized and existing under and by virtue of the Constitution and laws of the State of Missouri and the City's Charter; and

WHEREAS, the City desires to issue Special Obligation Improvement Bonds, Series 2026, (the "Bonds"), in an aggregate principal amount of not to exceed $9,200,000 to provide funds to pay costs related to (1) approximately $1,000,000 of improvements to the City's Public Works Administrative Building, (2) approximately $2,581,000 of construction and improvements to the Police Property/Evidence Building, (3) approximately $5,419,000 for construction, furnishing and equipping of the new West Fire Station #14, including acquisition of a new fire truck, all as more fully described in the Indenture (defined below) (collectively, the "Project"), (4) fund any required debt service reserve funds, and (5) provide for payment of costs of issuance of the Bonds; and

WHEREAS, the City is authorized under the City's Charter and the Constitution of the State of Missouri to issue and sell special obligation bonds for the purpose of

paying all or a part of the cost of financing the Project, with the principal of and interest on such special obligation bonds being payable by the City only upon appropriation of moneys therefore by the City Council; and

WHEREAS, the City presently intends to satisfy its obligation to make debt service payments on the Bonds, the proceeds of which are used to finance the Project, from amounts annually appropriated by the City Council from balances in the City's level property tax fund; and

WHEREAS, the Bonds shall not constitute a general obligation of the City, nor shall the Bonds constitute an indebtedness of the City within the meaning of any constitutional, statutory or Charter provision, limitation or restriction, and the taxing power of the City will not be pledged to the payment of the principal of or interest on the Bonds; and

WHEREAS, the amendments to the budget for the City for the fiscal year 2026-2027 related to the issuance of the Bonds and the payment of debt service have been recommended and approved by the City Manager.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SPRINGFIELD, MISSOURI, AS FOLLOWS:

Section 1 - Authorization of Bonds. There shall be issued and hereby are authorized and directed to be issued one series of special obligation bonds designated as follows: Special Obligation Improvement Bonds, Series 2026 (the "Bonds") (with such additional appropriate series identifier as the officers of the City deem necessary), in a principal amount of not to exceed $9,200,000, for the purpose of financing the Project, funding any required debt service reserve funds, and paying costs related to the issuance of the Bonds.

Section 2 - Description of the Bonds. The Bonds shall consist of fully registered bonds without coupons, numbered from R-1 upward in order of issuance, in denominations of $5,000 or any integral multiple thereof. The Bonds shall be substantially in the form set forth in the Indenture (described below), and shall be subject to registration, transfer and exchange as provided in the Indenture. The Bonds shall be dated as of their date of issuance, shall bear interest at fixed interest rates not to exceed **5.50%** per annum with a true interest cost not exceeding **5.00%** per annum (computed on the basis of a 360-day year of twelve 30-day months) from the date thereof or from the most recent interest payment date for the Bonds to which interest has been paid or duly provided for, payable semiannually on May 1 and November 1 in each year, beginning on May 1, 2027. The Bonds shall have such other terms to be determined in the manner described in the following paragraph.

The City Council does hereby establish a Final Terms Committee for the Bonds (the "Committee") to consist of two members, being the Mayor and the Director of Finance, which Committee acting unanimously is hereby authorized for and on behalf of

the City to establish for the Bonds (a) the principal amount of the Bonds, which amount shall be sufficient to finance the Project, (b) the principal maturity dates of the Bonds and the aggregate principal amount thereof maturing on such dates, with a final maturity not later than the year **2046**, (c) the purchase price for the Bonds shall not be less than **95%** of the principal amount, (d) the weighted average maturity of the Bonds shall not be less than **10** years nor more than **14** years, (e) the dates on which the Bonds are to be redeemed pursuant to the optional and mandatory redemption provisions of the Indenture, as applicable, and the aggregate principal amount thereof to be redeemed on such dates, (f) the interest rates to be borne by the Bonds, at fixed interest rates not to exceed **5.50%** per annum with a true interest cost not exceeding **5.00%** per annum, and (g) an underwriter's discount not to exceed **0.8%** of the proceeds of the Bonds plus an underwriter's expense allowance of not to exceed **0.05%** of the proceeds of the Bonds, all to be established consistent with the following: On any date selected by the Committee, the Committee shall determine the lowest and best interest rates and the most appropriate maturities, redemption terms, and final principal amount and purchase price (including any discount or premium) which, in the unanimous best judgment of the Committee at that time, would produce the best bid for the Bonds in the then bond market for the Bonds. The determination of the Committee and the final terms of the Bonds shall be set forth in the Indenture and the Bond Purchase Agreement upon the execution thereof.

Section 3 - Authorization of Documents. The City is hereby authorized to enter into the following documents (the "City Documents"), in substantially the forms presented to and approved by the City Council of the City, copies of which documents are attached hereto and incorporated by reference with such changes therein as shall be approved by the officers of the City executing such documents:

(a) Trust Indenture (the "Indenture") between the City and BOKF, N.A., as Trustee (the "Trustee"), pursuant to which the Bonds shall be issued, in substantially the form attached hereto as "Exhibit A";

(b) Official Statement (the "Official Statement") setting forth information relating to the City and the Bonds (in the form of a Preliminary Official Statement which is herein approved in substantially the form attached hereto as "Exhibit B");

(c) Tax Compliance Agreement between the City and the Trustee with respect to the Bonds entered into in order to set forth certain representations, facts, expectations, terms and conditions relating to the use and investment of the proceeds of the Bonds, to establish and maintain the exclusion of interest on the Bonds from gross income for federal income tax purposes, and to provide guidance for complying with the arbitrage rebate provisions of Code § 148(f) as set forth in the Tax Compliance Agreement, in substantially the form attached hereto as "Exhibit C";

(d) Continuing Disclosure Agreement between the City and the Trustee, as Dissemination Agent, under which the City agrees to provide continuing disclosure of certain financial information, operating data and material events, for the benefit of the owners of the Bonds and to assist Stifel, Nicolaus & Company, Incorporated, Kansas City, Missouri (the "Purchaser") in complying with Rule 15c2-12 of the Securities and Exchange Commission, in substantially the form attached hereto as "Exhibit D"; and

(e) Bond Purchase Agreement under which the City agrees to sell the Bonds to the Purchaser at the purchase price and upon the terms and conditions set forth therein, in substantially the form attached hereto as "Exhibit E".

Section 4 - Preliminary and Final Official Statement. The Preliminary Official Statement, in substantially the form attached hereto as "Exhibit B," is hereby ratified and approved, and the final Official Statement is hereby authorized and approved by supplementing, amending and completing the Preliminary Official Statement, with such changes and additions thereto as are necessary to conform to and describe the transaction. The City Manager is hereby authorized to execute the final Official Statement as so supplemented, amended and completed, and the use and public distribution of the final Official Statement by the Purchaser in connection with the reoffering of the Bonds is hereby authorized. The proper officials of the City are hereby authorized to execute and deliver a certificate pertaining to such Official Statement as prescribed therein, dated as of the date of payment for and delivery of the Bonds.

For the purpose of enabling the Purchaser to comply with the requirements of Rule 15c2-12(b)(1) of the Securities and Exchange Commission, the City hereby deems the information regarding the City contained in the Preliminary Official Statement to be "final" as of its date, except for the omission of such information as is permitted by Rule 15c2-12(b)(1), and the appropriate officers of the City are hereby authorized, if requested, to provide the Purchaser a letter or certification to such effect and to take such other actions or execute such other documents as such officers in their reasonable judgment deem necessary to enable the Purchaser to comply with the requirement of such Rule.

The City agrees to provide to the Purchaser within seven business days of the date of the sale of Bonds sufficient copies of the final Official Statement to enable the Purchaser to comply with the requirements of Rule 15c2-12(b)(4) of the Securities and Exchange Commission and with the requirements of Rule G-32 of the Municipal Securities Rulemaking Board.

Section 5 - Security for the Bonds.

(a) *Security for the Bonds.* The Bonds shall be special obligations of the City payable as to both principal and interest solely from annual appropriations of funds by the City for such purpose to be deposited in the Debt Service

Fund, as established under the Indenture. The covenants and agreements of the City contained herein, in the Indenture and in the Bonds shall be for the equal benefit, protection and security of the legal owners of any or all of the Bonds, all of which Bonds shall be of equal rank and without preference or priority of one Bond over any other Bond in the application of the funds to the payment of the principal of and the interest on the Bonds, or otherwise, except as to the rate of interest and stated maturity for each Bond as provided in the Indenture.

(b) *Nature of Obligations.* The obligation of the City to make payments into the Debt Service Fund, and any other obligations of the City to make payments under this Ordinance and the Indenture do not constitute a general obligation or indebtedness of the City for which the City is obligated to levy or pledge any form of taxation, or for which the City has levied or pledged any form of taxation and shall not be construed to be a debt of the City in contravention of any applicable constitutional, statutory or charter limitation or requirement but in each Fiscal Year shall be payable solely from the amounts pledged or appropriated therefor (i) out of the income and revenues provided for such year plus (ii) any unencumbered balances for previous years. Subject to the preceding sentence, the obligations of the City to make payments hereunder and under the Indenture and to perform and observe any other covenant and agreement contained herein shall be absolute and unconditional.

Section 6 - Covenant to Request Appropriations. The City Council hereby directs, from and after delivery of the Bonds and so long as any of the Bonds remain Outstanding, subject to Section 5 hereof, the City Manager or any other officer of the City at any time charged with the responsibility of formulating budget proposals to (i) include in each annual budget an appropriation of the amount necessary (after taking into account any moneys legally available for such purpose) to pay debt service on the Bonds in the next succeeding fiscal year of the City, and (ii) take such further action (or cause the same to be taken) as may be necessary or desirable to assure the availability of moneys appropriated to pay such debt service on the Bonds in the next succeeding fiscal year of the City.

Section 7 - Execution of Documents. The City is hereby authorized to enter into and the Mayor, City Manager, Director of Finance, City Attorney and City Clerk are hereby authorized and directed to execute and deliver, for and on behalf of and as the act and deed of the City, the City Documents and the Bonds and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

Section 8 - Severability. The sections, paragraphs, sentences, clauses and phrases of this Ordinance shall be severable. In the event that any such section, paragraph, sentence, clause or phrase of this Ordinance is found by a court of competent jurisdiction to be invalid, the remaining portions of this Ordinance are valid,

unless the court finds the valid portions of the Ordinance are so essential to and inseparably connected with and dependent upon the void portion that it cannot be presumed that the City Council has enacted the valid portions without the void ones, or unless the court finds that the valid portions, standing alone, are incomplete and are incapable of being executed in accordance with the legislative intent.

Section 9 - Further Authority. The officers of the City, including the Mayor, the City Manager, the Director of Finance, the City Attorney and the City Clerk, are hereby authorized and directed to execute all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of this Ordinance and to make ministerial alterations, changes or additions in the foregoing agreements, statements, instruments and other documents herein approved, authorized and confirmed which they may approve, and the execution or taking of such action shall be conclusive evidence of such necessity or advisability.

Section 10 - Approval of Budget Adjustment. The City Council hereby amends the budget for the fiscal year 2026-2027 of the City in the accounts and in the amounts as shown on Budget Adjustment 0017, a copy of which is attached hereto and incorporated herein by reference as “Exhibit F.”

Section 11 - Governing Law. This Ordinance shall be governed exclusively by and construed in accordance with the applicable laws of the State of Missouri.

Section 12 - Emergency Clause. This Ordinance, an appropriation for the payment of current expenses of the city government, is an emergency within the meaning of Section 2.12(3) of the Home Rule Charter of the City of Springfield, Missouri, and shall be in full force and effect immediately from and after its passage and approval.

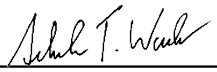
Section 13 - Electronic Storage of Documents. The City agrees that the transaction described herein may be conducted and related documents may be sent, received and stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

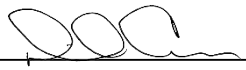
Passed at meeting: _____

_____
Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to Form:  , Assistant City Attorney

Approved for Council Action:  , City Manager

---

**TRUST INDENTURE**

**Dated as of October 1, 2026**

---

**Between**

**CITY OF SPRINGFIELD, MISSOURI**

**and**

**BOKF, N.A.,**
**as Trustee**

---

**$[Principal Amount]**
**City of Springfield, Missouri**
**Special Obligation Improvement Bonds**
**Series 2026**

---

**TRUST INDENTURE**

**TABLE OF CONTENTS**


**Page**

Parties ..... 1
Recitals ..... 1
Granting Clauses ..... 1

**ARTICLE I**

**DEFINITIONS; RULES OF CONSTRUCTION**

Section 101. Definitions of Words and Terms ..... 2
Section 102. Rules of Construction ..... 7

**ARTICLE II**

**THE BONDS**

Section 201. Authorization, Issuance and Terms of Bonds ..... 8
Section 202. Nature of Obligations ..... 8
Section 203. Execution, Authentication and Delivery of Bonds ..... 9
Section 204. Registration, Transfer and Exchange of Bonds ..... 9
Section 205. Description of Bonds ..... 10
Section 206. Mutilated, Lost, Stolen or Destroyed Bonds ..... 12
Section 207. Cancellation and Destruction of Bonds Upon Payment ..... 12

**ARTICLE III**

**REDEMPTION OF BONDS**

Section 301. Redemption of Bonds Generally ..... 12
Section 302. Redemption of Bonds ..... 13
Section 303. Selection of Bonds to be Redeemed ..... 15
Section 304. Notice of Redemption of Bonds ..... 15
Section 305. Effect of Call for Redemption ..... 16

**ARTICLE IV**

**FUNDS AND REVENUES**

Section 401. Creation of Funds; Application of Bond Proceeds and other Moneys ..... 17
Section 402. Transfer of Appropriated Funds by City ..... 17
Section 403. Debt Service Fund ..... 18
Section 404. Costs of Issuance Fund ..... 18
Section 405. Project Fund ..... 18

Section 406. Non-Presentment of Bonds....18
Section 407. Transfer of Funds....19
Section 408. Rebate Fund....19

**ARTICLE V**

**SECURITY FOR DEPOSITS AND INVESTMENT OF MONEYS**

Section 501. Moneys to be Held in Trust....19
Section 502. Investment of Moneys....20

**ARTICLE VI**

**PARTICULAR COVENANTS AND PROVISIONS**

Section 601. City to Issue Bonds and Execute Indenture....20
Section 602. Covenant to Request Appropriations....20
Section 603. Performance of Covenants....20
Section 604. Instruments of Further Assurance....20
Section 605. General Limitation on City Obligations....21
Section 606. Recording and Filing....21
Section 607. Possession and Inspection of Books and Documents....21
Section 608. Tax Covenants....21

**ARTICLE VII**

**DEFAULT AND REMEDIES**

Section 701. Events of Default....22
Section 702. Acceleration....22
Section 703. Surrender of Possession of Trust Estate; Rights and Duties of Trustee in Possession...23
Section 704. Appointment of Receivers in Event of Default....24
Section 705. Exercise of Remedies by the Trustee....24
Section 706. Limitation on Exercise of Remedies by Owners....24
Section 707. Right of Owners to Direct Proceedings....25
Section 708. Application of Moneys in Event of Default....25
Section 709. Remedies Cumulative....26
Section 710. Delay or Omission Not Waiver....26
Section 711. Effect of Discontinuance of Proceedings....26
Section 712. Waivers of Events of Default....26

**ARTICLE VIII**

**THE TRUSTEE**

Section 801. Acceptance of Trusts....27
Section 802. Fees, Charges and Expenses of the Trustee....30
Section 803. Notice of Default....30
Section 804. Intervention by the Trustee....30
Section 805. Successor Trustee Upon Merger, Consolidation or Sale....31
Section 806. Resignation or Removal of Trustee....31

Section 807. Appointment of Successor Trustee ..... 31
Section 808. Qualifications of Trustee and Successor Trustees ..... 31
Section 809. Vesting of Trusts in Successor Trustee ..... 32
Section 810. Trust Estate May be Vested in Co-Trustee ..... 32
Section 811. Annual Statement ..... 33
Section 812. Paying Agents; Registrar; Appointment and Acceptance of Duties; Removal ..... 33

**ARTICLE IX**

**SATISFACTION AND DISCHARGE OF THE INDENTURE**

Section 901. Satisfaction and Discharge of the Indenture ..... 34
Section 902. Bonds Deemed to Be Paid ..... 34

**ARTICLE X**

**SUPPLEMENTAL INDENTURES**

Section 1001. Supplemental Indentures Not Requiring Consent of Owners ..... 35
Section 1002. Supplemental Indentures Requiring Consent of Owners ..... 36
Section 1003. Opinion of Bond Counsel ..... 36

**ARTICLE XI**

**MISCELLANEOUS PROVISIONS**

Section 1101. Consents and Other Instruments by Owners ..... 37
Section 1102. Notices ..... 37
Section 1103. Limitation of Rights Under the Indenture ..... 38
Section 1104. Suspension of Mail Service ..... 38
Section 1105. Business Days ..... 38
Section 1106. Immunity of Officers, Employees and Members of City ..... 38
Section 1107. No Sale ..... 39
Section 1108. Severability ..... 39
Section 1109. Execution in Counterparts ..... 39
Section 1110. Governing Law ..... 39
Section 1111. Electronic Storage of Documents ..... 39

**Signatures and Seals** ..... S-1, S-2

**Exhibit A** - Form of Bonds
**Exhibit B** - Form of Disbursement Request

* * *

# TRUST INDENTURE

**THIS TRUST INDENTURE** (the "Indenture"), made and entered into as of October 1, 2026, by and between the **CITY OF SPRINGFIELD, MISSOURI,** a constitutional home rule charter city and political subdivision duly organized and validly existing under the Constitution and laws of the State of Missouri (the "City"), and **BOKF, N.A.,** a national banking association duly organized and existing and authorized to accept and execute trusts of the character herein set out under the laws of the United States, and having a corporate trust office located in Kansas City, Missouri, as trustee (the "Trustee");

## RECITALS:

**1.** The City is a constitutional home rule charter city and political subdivision of the State of Missouri, duly created, organized and existing under and by virtue of the Constitution and laws of the State of Missouri and the City's Charter.

**2.** The City has determined that it is in the best interests of the City to issue $[Principal Amount] aggregate principal amount of its Special Obligation Improvement Bonds, Series 2026 (the "Bonds"), to finance a portion of the costs of (a) improvements to the City's Public Works Administrative Building, (b) construction and improvements to the Police Property/Evidence Building, (c) construction, furnishing and equipping of the new West Fire Station #14, including acquisition of a new fire struck, as more fully described herein (the "Project"), and (d) provide for payment of costs of issuance of the Bonds.

**3.** On September 21, 2026, the City Council passed Special Ordinance No. _____ (the "Bond Ordinance"), authorizing the issuance of the Bonds pursuant to this Indenture for the above purposes.

**4.** Pursuant to the Bond Ordinance, the City is authorized to execute and deliver this Indenture for the purpose of issuing and securing the Bonds as hereinafter provided.

**5.** All things necessary to make the Bonds, when authenticated by the Trustee and issued as in this Indenture provided, the valid, legal and binding obligations of the City, and to constitute this Indenture a valid, legal and binding pledge and assignment of the property, rights, interests and revenues herein made for the security of the payment of the principal of and interest on the Bonds issued hereunder, have been done and performed, and the execution and delivery of this Indenture and the execution and issuance of the Bonds, subject to the terms hereof, have in all respects been duly authorized.

## NOW THEREFORE, THIS INDENTURE WITNESSETH:

## GRANTING CLAUSES

That the City, in consideration of the premises, the acceptance by the Trustee of the trusts hereby created, the purchase and acceptance of the Bonds by the Owners thereof, and of other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in order to secure the payment of the principal of and interest on the Bonds according to their tenor and effect and to secure the performance and observance by the City of all the covenants, agreements and conditions herein and in the Bonds contained, does hereby transfer, pledge and assign, without recourse, to the Trustee and its successors and assigns in trust forever, and does hereby grant a security interest unto the Trustee and its

successors in trust and its assigns, in and to all and singular the property described below (said property being herein collectively referred to as the "Trust Estate"), to wit:

> To secure the payment of the principal of and interest on the Bonds, all Pledged Revenues for the Bonds and all moneys and securities from time to time held by the Trustee under the terms of this Indenture for the Bonds (except payments required to be made to meet the requirements of Section 148(f) of the Code, as defined below, whether or not held in the Rebate Fund) and any and all other property (real, personal or mixed) of every kind and nature from time to time hereafter, by delivery or by writing of any kind, pledged, assigned or transferred as and for additional security hereunder for the Bonds by the City or by anyone in its behalf or with its written consent, to the Trustee, which is hereby authorized to receive any and all such property at any and all times and to hold and apply the same subject to the terms hereof (the "Trust Estate").

**TO HAVE AND TO HOLD,** all and singular, the Trust Estate with all rights and privileges hereby transferred, pledged, assigned and/or granted or agreed or intended so to be, to the Trustee and its successors and assigns in trust forever;

**THE TRUST ESTATE IN TRUST NEVERTHELESS,** upon the terms and conditions herein set forth for the equal and proportionate benefit, security and protection of all present and future Owners of the Bonds Outstanding, without preference, priority or distinction as to participation in the lien, benefit and protection hereof of one Bond over or from the other Bonds, except as herein otherwise expressly provided;

**PROVIDED, NEVERTHELESS,** and these presents are upon the express condition, that if the City or its successors or assigns pays or causes to be paid the principal of such Bonds with interest, according to the provisions set forth in such Bonds, or provides for the payment or redemption of such Bonds by depositing or causing to be deposited with the Trustee the entire amount of funds or securities required for payment or redemption thereof when and as authorized by the provisions of **Article IX** hereof, and also pays or causes to be paid all other sums payable hereunder by the City, then these presents and the estate and rights hereby granted shall cease, terminate and become void with respect to such Bonds so provided for; otherwise this Indenture shall be and remain in full force;

**THIS INDENTURE FURTHER WITNESSETH,** and it is hereby expressly declared, covenanted and agreed by and between the parties hereto, that all Bonds issued and secured hereunder are to be issued, authenticated and delivered and that all the Trust Estate is to be held and applied under, upon and subject to the terms, conditions, stipulations, covenants, agreements, trusts, uses and purposes as hereinafter expressed, and the City does hereby agree and covenant with the Trustee and with the respective Owners from time to time of the Bonds, as follows:

## ARTICLE I

## DEFINITIONS; RULES OF CONSTRUCTION

**Section 101. Definitions of Words and Terms.** In addition to words and terms elsewhere defined herein, the following words and terms as used in this Indenture shall have the following meanings, unless some other meaning is plainly intended:

**"Appropriated Moneys"** means moneys of the City which have been annually appropriated by the City for making payments of the principal of and interest on the Bonds and other payments described herein.

**"Authorized City Representative"** means the Mayor, City Manager or Director of Finance of the City, or such other Person at the time designated to act on behalf of the City as evidenced by written certificate furnished to the Trustee containing the specimen signature of such Person and signed on behalf of the City by its Mayor. Such certificate may designate an alternate or alternates, each of whom shall be entitled to perform all duties of the Authorized City Representative.

**"Authorized Denominations"** means $5,000 or any integral multiple thereof.

**"Bonds"** means the City's Special Obligation Improvement Bonds, Series 2026, issued under this Indenture, as amended.

**"Bond Counsel"** means Gilmore & Bell, P.C., or any other attorney or firm of attorneys with a nationally recognized standing in the field of municipal bond financing and experienced in matters relating to the tax exemption of interest payable on obligations of states and their instrumentalities and political subdivisions, and which is selected by the City and acceptable to the Trustee.

**"Bond Ordinance"** means the Ordinance of the City authorizing the execution and delivery of this Indenture and the issuance of the Bonds.

**"Business Day"** means any day other than a Saturday, Sunday or any other day on which banking institutions in the city in which the principal corporate trust office of the Trustee is located are required or authorized by law to close.

**"City"** means the City of Springfield, Missouri, a constitutional home rule charter city and political subdivision of the State.

**"Code"** means the Internal Revenue Code of 1986, as amended, and the applicable regulations, temporary regulations and proposed regulations thereunder.

**"Continuing Disclosure Agreement"** means the Continuing Disclosure Agreement of even date herewith, between the City and BOKF, N.A., as Dissemination Agent, as from time to time amended in accordance with the provisions thereof.

**"Costs of Issuance Fund"** means the fund by that name created in **Section 401** hereof.

**"Debt Service Fund"** means the fund by that name created in **Section 401** hereof.

**"Event of Default"** means any event or occurrence as defined in **Section 701** hereof.

**"Financing Documents"** means this Indenture, the Tax Compliance Agreement, the Continuing Disclosure Agreement and any other documents entered into in connection with the financing of the Project.

**"Fiscal Year"** means the fiscal year of the City, currently the twelve–month period beginning each July 1st and ending on the following June 30th.

**"Government Securities"** means bonds, notes, certificates of indebtedness, treasury bills or other securities which fit within the definition of Permitted Investments and constitute direct obligations of, or obligations the principal of and interest on which are fully and unconditionally guaranteed as to full and timely payment by, the United States of America, including evidences of a direct ownership interest

in future interest or principal payments on obligations issued or guaranteed by the United States of America (including the interest component of obligations of the Resolution Funding Corporation), or securities which represent an undivided interest in such obligations, which obligations are rated in the highest rating category by a nationally recognized rating service and such obligations are held in a custodial account for the benefit of the City.

**"Immediate Notice"** means notice given no later than the close of business on the date required by the provisions of this Indenture by telegram, telex, telecopier or other telecommunication device to such phone numbers or addresses as are specified in **Section 1102** hereof or such other phone number or address as the addressee shall have directed in writing, the receipt of which is confirmed by telephone, promptly followed by written notice by first-class mail, postage prepaid to such addressees.

**"Interest Payment Date"** means each May 1 and November 1, beginning May 1, 2027, through and including the final maturity date of the Bonds.

**"Opinion of Counsel"** means a written opinion of an attorney or firm of attorneys addressed to the Trustee, for the benefit of the Trustee and the Owners of the Bonds, who may be (except as otherwise expressly provided in this Indenture) counsel to the City, the Owners of the Bonds or the Trustee, and who is acceptable to the Trustee.

**"Original Purchaser"** means Stifel, Nicolaus & Company, Incorporated, Kansas City, Missouri.

**"Outstanding"** means when used with reference to Bonds, as of a particular date, all Bonds theretofore authenticated and delivered under this Indenture except:

(a) Bonds theretofore cancelled by the Trustee or delivered to the Trustee for cancellation;

(b) Bonds which are deemed to have been paid in accordance with **Section 902** hereof;

(c) Bonds alleged to have been mutilated, destroyed, lost or stolen which have been paid as provided in **Section 206** hereof; and

(d) Bonds in exchange for or in lieu of which other Bonds have been authenticated and delivered pursuant to this Indenture.

**"Owner"** or **"Registered Owner"** means the Person in whose name any Bond is registered on the Register.

**"Paying Agent"** means the Trustee and any other bank or trust institution organized under the laws of any state of the United States of America or any national banking association designated by this Indenture as paying agent for the Bonds at which the principal of and interest on such Bonds shall be payable.

**"Payment Date"** means any date on which the principal of or interest on any Bonds is payable.

**"Permitted Investments"** means any of the following securities purchased in accordance with the Indenture and the City's then-current policy for investment of funds, if and to the extent the same are at the time legal for investment of the funds being invested:

(a) United States Treasury Securities (Bills, Notes, Bonds and Strips). The City may invest in obligations of the United States government for which the full faith and credit of the United States are pledged for the payment of principal and interest.

(b) United States Agency/GSE Securities. The City may invest in obligations issued or guaranteed by any agency of the United States Government and in obligations issued by any governmental sponsored enterprise (GSE) which have a liquid market and a readily determinable market value that are described as follows:

(1) U.S. Government Agency Coupon and Zero Coupon Securities. Bullet coupon bonds with no embedded options.

(2) U.S. Government Agency Discount Notes. Purchased at a discount.

(3) U.S. Government Agency Callable Securities. Restricted to securities callable at par.

(4) U.S. Government Agency Step-Up Securities. The coupon rate is fixed for an initial term. At coupon date, the coupon rate rises to a new, higher fixed interest rate.

(5) U.S. Government Agency Floating Rate Securities. The coupon rate floats off of only one index. Restricted to coupon with no interim caps that reset at least quarterly.

(6) U.S. Government Mortgage Backed Securities (MBS, CMO, Pass-Thru Securities). Restricted to obligations of FNMA, FHLMC and GNMA only.

(c) Direct and general obligations of the State of Missouri (the "State"), to the payment of the principal of and interest on which the full faith and credit of such State is pledged, provided that at the time of their purchase under this Indenture such obligations are rated in either of the two highest rating categories by a nationally recognized bond rating agency.

(d) Obligations of the City.

(e) Certificates of deposit, whether negotiable or nonnegotiable, issued by any bank or trust company organized under the laws of any state of the United States of America or any national banking association (including the any trustee for the bonds or notes or any affiliate), provided that such certificates of deposit shall be either (1) continuously and fully insured by the Federal Deposit Insurance Corporation, or (2) continuously and fully secured by such securities as are described above in clauses (a) and (b), which shall have a market value at all times at least equal to the principal amount of such certificates of deposit and shall be lodged with the Trustee, as custodian, by the bank, trust company or national banking association issuing such certificates of deposit, and the bank, trust company or national banking association issuing each such certificate of deposit required to be so secured shall furnish the Trustee an undertaking satisfactory to the Trustee that

the aggregate market value of all such obligations securing each such certificate of deposit will at all times be an amount equal to the principal amount of each such certificate of deposit and the Trustee shall be entitled to rely on each such undertaking.

(f) Any repurchase agreement with any bank or trust company organized under the laws of any state of the United States of America or any national banking association or government bond dealer reporting to, trading with, and recognized as a primary dealer by the Federal Reserve Bank of New York, which repurchase agreement is secured by any one or more of the securities described in clauses (a) or (b) above.

(g) Any mutual fund rated in either of the two highest rating categories by a nationally recognized rating agency which invests solely in one or more securities described in clause (a), (b) or (d) above.

(h) Investments in a money market fund registered under the Investment Company Act of 1940, whose shares are registered under the Securities Act of 1933, and have a rating of "AAAm" or "AAAm-G" or better by Standard & Poor's and is rated Aaa, Aa1 or Aa2 by Moody's.

(i) Investment agreements constituting an obligation of a bank, bank holding company, savings and loan association, trust company, insurance company or other financial institution whose outstanding unsecured long-term debt is rated at the time of such agreement in either of the two highest rating categories by a nationally recognized rating agency.

(j) Banker's acceptances issued by domestic commercial banks possessing the highest rating issued by a nationally recognized rating agency.

(k) Commercial paper issued by domestic corporations which has received the highest rating issued by a nationally recognized rating agency.

**"Person"** means any natural person, firm, partnership, association, corporation, limited liability company or public body.

**"Pledged Revenues"** means all moneys held under the Indenture in the Debt Service Fund, together with investment earnings thereon.

"**Project**" means acquiring, constructing, improving, renovating, refurbishing, installing, equipping and furnishing the improvements to the City's Public Works Administrative Building, the Police Property/Evidence Building, and the new West Fire Station #14, including acquisition of a new fire truck, paid for in whole or in part from the proceeds of Bonds, and all additions, modifications and improvements made to the Project, as they may at any time exist.

**"Project Costs"** means all of the cost of the design, construction and installation of the Project and other related costs of the Project, including, without limitation, professional fees, including engineering, financial consultants and legal fees.

"**Project Fund**" means the fund by that name created in **Section 401** hereof.

**"Rebate Fund"** means the fund by that name created in **Section 401** hereof.

**"Record Date"** for the interest payable on any Interest Payment Date means the 15th calendar day, whether or not a Business Day, of the month next preceding such Interest Payment Date.

**"Register"** means the registration books of the City kept by the Trustee to evidence the registration, transfer and exchange of Bonds.

**"Registrar"** means the Trustee when acting as such under this Indenture.

**"Securities Depository"** means The Depository Trust Company, New York, New York, and its successors and assigns, or any other securities depository designated by the City to serve as securities depository for the Bonds.

**"State"** means the State of Missouri.

**"Supplemental Indenture"** means any indenture supplemental or amendatory to this Indenture entered into by the City and the Trustee pursuant to **Article X** hereof.

**"Tax Compliance Agreement"** means the Tax Compliance Agreement of even date herewith, between the City and the Trustee, as from time to time amended in accordance with the provisions thereof.

**"Trust Estate"** means the Trust Estate described in the granting clauses of this Indenture.

**"Trustee"** means BOKF, N.A., Kansas City, Missouri, and its successor or successors and any other association or corporation which at any time may be substituted in its place pursuant to and at the time serving as trustee under this Indenture.

**Section 102. Rules of Construction.**

For all purposes of this Indenture, except as otherwise expressly provided or unless the context otherwise requires:

(a) Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders.

(b) Words importing the singular number shall include the plural and vice versa and words importing person shall include firms, associations and corporations, including public bodies, as well as natural persons.

(c) The table of contents hereto and the headings and captions herein are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Indenture.

(d) Terms used in an accounting context and not otherwise defined shall have the meaning ascribed to them by generally accepted principles of accounting.

(e) Whenever an item or items are listed after the word "including," such listing is not intended to be a listing that excludes items not listed.

## ARTICLE II

## THE BONDS

**Section 201. Authorization, Issuance and Terms of Bonds.**

(a) *Authorized Amount and Title of Bonds.* There shall be issued under and secured by this Indenture a series of bonds in the aggregate principal amount of $[Principal Amount] for the purpose of providing funds to the City to (1) finance the Project, and (2) provide for payment of costs of issuance of the Bonds, which series of bonds shall be designated "Special Obligation Improvement Bonds, Series 2026" (the "Bonds"). No bonds may be issued under this Indenture except in accordance with the provisions of this Article. The total principal amount of bonds and the number of bonds that may be issued under this Indenture is limited as provided in this Section.

(b) *Form of Bonds.* The Bonds shall be substantially in the form set forth in **Exhibit A** attached hereto, with such appropriate variations, omissions and insertions as are permitted or required by this Indenture or any Supplemental Indenture, and may have endorsed thereon such legends or text as may be necessary or appropriate to conform to any applicable rules and regulations of any governmental authority or any usage or requirement of law with respect thereto.

(c) *Denominations.* The Bonds shall be issuable as fully registered Bonds in Authorized Denominations.

(d) *Numbering.* Unless the City directs otherwise, the Bonds shall be numbered from R-1 upward.

(e) *Dating.* The Bonds shall be dated as of the date of initial issuance and delivery thereof.

(f) *Method and Place of Payment.* The principal of and interest on the Bonds shall be payable in any coin or currency of the United States of America which, at the respective dates of payment thereof, is legal tender for the payment of debts due the United States of America. Payment of the principal of or interest on any Bond shall be made (1) by check or draft of the Trustee mailed to the Person in whose name such Bond is registered on the Bond Register as of the close of business of the Trustee on the Record Date for such Payment Date, or (2) in the case of a principal or interest payment to any Owner of $500,000 or more in aggregate principal amount of Bonds, by electronic transfer to such Owner upon written notice delivered to the Trustee not less than 15 days prior to the Record Date from and signed by such Owner containing electronic transfer instructions including the name of the bank (which shall be in the continental United States), ABA routing number and account name and account number to which such Owner wishes to have such transfer directed.

**Section 202. Nature of Obligations.**

(a) The Bonds and the interest thereon shall be special, limited obligations of the City payable solely from the Pledged Revenues for the Bonds and other moneys pledged thereto and held by the Trustee as provided herein, and are secured by a transfer, pledge and assignment of and a grant of a security interest in the related Trust Estate to the Trustee and in favor of the Owners of such Bonds, as provided in this Indenture.

(b) The obligation of the City to make payments under this Indenture does not constitute a general obligation or indebtedness of the City for which the City is obligated to levy or pledge any form of taxation, or for which the City has levied or pledged any form of taxation and shall not be construed to be a debt of the City in contravention of any applicable constitutional, statutory or charter limitation or requirement but in each Fiscal Year shall be payable solely from the amounts pledged or appropriated therefor (1) out of the income and revenues provided for such year, plus (2) any unencumbered balances for previous years. Subject to the preceding sentence, the obligations of the City to make payments hereunder and to perform and observe any other covenant and agreement contained herein shall be absolute and unconditional.

(c) No recourse shall be had for the payment of the principal of or interest on any of the Bonds or for any claim based thereon or upon any obligation, covenant or agreement in this Indenture contained, against any past, present or future elected official of the City or any trustee, officer, official, employee or agent of the City, as such, either directly or through the City or any successor to the City, under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such official of the City, trustee, officer, official, employee or agent as such is hereby expressly waived and released as a condition of and in consideration for the execution of this Indenture and the issuance of any of the Bonds.

**Section 203. Execution, Authentication and Delivery of Bonds.**

(a) The Bonds shall be executed on behalf of the City by the manual or facsimile signature of the Mayor and attested by the manual or facsimile signature of the City Clerk, and shall have the corporate seal of the City affixed thereto or imprinted thereon. If any officer whose signature appears on any Bonds ceases to be such officer before the delivery of such Bonds, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such Person had remained in office until delivery. Any Bond may be signed by the Persons who, at the actual time of the execution of such Bond, are the proper officers to sign such Bond although at the date of such Bond such Persons may not have been such officers.

(b) The Bonds shall have endorsed thereon a Certificate of Authentication substantially in the form set forth in **Exhibit A** hereto, which shall be manually executed by the Trustee. No Bond shall be entitled to any security or benefit under this Indenture or shall be valid or obligatory for any purpose unless and until such Certificate of Authentication has been duly executed by the Trustee. Such executed Certificate of Authentication upon any Bond shall be conclusive evidence that such Bond has been duly authenticated and delivered under this Indenture. The Certificate of Authentication on any Bond shall be deemed to have been duly executed if signed by any authorized signatory of the Trustee, but it shall not be necessary that the same authorized signatory sign the Certificate of Authentication on all of the Bonds that may be issued hereunder at any one time.

**Section 204. Registration, Transfer and Exchange of Bonds.**

(a) The Trustee is hereby appointed Registrar and as such shall keep the Register for the registration and for the transfer of Bonds as provided in this Indenture. Each Bond when issued shall be registered in the name of the Owner thereof on the Register.

(b) Any Bond may be transferred only upon the Register upon surrender thereof to the Trustee duly endorsed for transfer or accompanied by an assignment duly executed by the Owner or his attorney or legal representative in such form as shall be satisfactory to the Trustee. Upon any such transfer, the City shall execute and the Trustee shall authenticate and deliver in exchange for such Bond a new fully registered Bond or Bonds, registered in the name of the transferee, and in any denomination or denominations authorized by this Indenture.

(c) Any Bond, upon surrender thereof at the principal corporate trust office of the Trustee, together with an assignment duly executed by the Owner or his attorney or legal representative in such form as shall be satisfactory to the Trustee, may, at the option of the Owner thereof, be exchanged for Bonds of the same maturity, of any denomination or denominations authorized by this Indenture, bearing interest at the same rate, and registered in the name of the Owner.

(d) In all cases in which Bonds are exchanged or transferred hereunder, the City shall execute and the Trustee shall authenticate and deliver at the earliest practicable time Bonds in accordance with the provisions of this Indenture. All Bonds surrendered in any such exchange or transfer shall forthwith be canceled by the Trustee.

(e) No service charge shall be made for any registration, transfer or exchange of Bonds, but the Trustee may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any transfer or exchange of Bonds, and such charge shall be paid before any such new Bond shall be delivered. The fees and charges of the Trustee for making any transfer or exchange and the expense of any bond printing necessary to effect any such transfer or exchange shall be paid by the City. In the event any registered owner fails to provide a correct taxpayer identification number to the Trustee, the Trustee may impose a charge against such registered owner sufficient to pay any governmental charge required to be paid as a result of such failure. In compliance with Section 3406 of the Code, such amount may be deducted by the Trustee from amounts otherwise payable to such registered owner hereunder or under the Bonds.

(f) At reasonable times and under reasonable regulations established by the Trustee, the Register may be inspected and copied by the City or the Owners (or a designated representative thereof) of 10% or more in principal amount of Bonds then Outstanding, such ownership and the authority of any such designated representative to be evidenced to the satisfaction of the Trustee.

(g) The Person in whose name any Bond is registered on the Register shall be deemed and regarded as the absolute owner of such Bond for all purposes, and payment of or on account of the principal of and interest on any such Bond shall be made only to or upon the order of the registered Owner thereof or his legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond, including the interest thereon, to the extent of the sum or sums so paid.

**Section 205. Description of Bonds.**

(a) There shall be issued and secured by this Indenture the Bonds in an aggregate principal amount of $[Principal Amount].

(b) The Bonds shall be dated their date of issuance and shall become due in the amounts on the maturity dates, subject to redemption and payment prior to their maturities as provided in **Article III** hereof, and shall bear interest at the rates specified below (computed on the basis of a 360-day year of twelve 30-day months) from the date thereof or from the most recent Interest Payment Date to which interest has been paid or duly provided for, payable semiannually on May 1 and November 1 in each year, beginning on May 1, 2027.

**Serial Bonds**

| **Stated Maturity November 1** | **Principal Amount** | **Annual Rate of Interest** |
|---|---|---|
| 20 | $,000 | % |
| 20 | ,000 | |
| 20 | ,000 | |
| 20 | ,000 | |
| 20 | ,000 | |
| 20 | ,000 | |
| 20 | ,000 | |
| 20 | ,000 | |
| 20 | ,000 | |
| 20 | ,000 | |
| 20 | ,000 | |

**Term Bonds**

| **Stated Maturity November 1** | **Principal Amount** | **Annual Rate of Interest** |
|---|---|---|
| 20 | $,000 | % |
| 20 | ,000 | |
| 20 | ,000 | |
| 20 | ,000 | |

(c) The Trustee is hereby designated as the Paying Agent for the payment of the principal of and interest on the Bonds.

(d) The Bonds shall be executed substantially in the form and manner set forth in **Exhibit A** attached hereto and delivered to the Trustee for authentication. Prior to or simultaneously with the authentication and delivery of the Bonds by the Trustee, there shall be filed with the Trustee the following:

(1) A copy of the Bond Ordinance, certified by the City Clerk of the City, approving the issuance of the Bonds and authorizing the execution of this Indenture.

(2) An original executed counterpart of this Indenture and the other Financing Documents.

(3) An opinion of Bond Counsel to the effect that the Bonds constitute valid and legally binding obligations of the City and that the interest on the Bonds is

excludable from gross income of the owners thereof for federal and Missouri income tax purposes.

(4) An opinion of Bond Counsel to the effect that the Bonds are exempt from registration under the Securities Act of 1933, as amended, and this Indenture is exempt from qualification under the Trust Indenture Act of 1939, as amended.

(5) A request and authorization to the Trustee executed by the City to authenticate the Bonds and deliver said Bonds to the purchasers therein identified upon payment to the Trustee, for the account of the City, of the purchase price thereof. The Trustee shall be entitled to rely conclusively upon such request and authorization as to the names of the purchasers and the amounts of such purchase price.

(6) Such other certificates, statements, receipts, opinions and documents required by any of the foregoing documents or as the Trustee shall reasonably require for the delivery of the Bonds.

(e) When the documents mentioned in paragraph (d) of this Section have been filed with the Trustee, and when the Bonds have been executed and authenticated as required by this Indenture, the Trustee shall deliver the Bonds to or upon the order of the purchasers thereof, but only upon payment to the Trustee of the purchase price thereof.

**Section 206. Mutilated, Lost, Stolen or Destroyed Bonds.** If any Bond becomes mutilated or is lost, stolen or destroyed, the City shall execute and the Trustee shall authenticate and deliver a new Bond, date and tenor as the Bond mutilated, lost, stolen or destroyed; provided that, in the case of any mutilated Bond, such mutilated Bond shall first be surrendered to the Trustee. In the case of any lost, stolen or destroyed Bond, there shall be first furnished to the Trustee evidence of such loss, theft or destruction satisfactory to the Trustee, together with indemnity to the City and the Trustee satisfactory to the Trustee. If any such Bond has matured, is about to mature or has been called for redemption, instead of delivering a substitute Bond, the Trustee may pay the same without surrender thereof. Upon the issuance of any substitute Bond, the City and the Trustee may require the payment of an amount by the Owner sufficient to reimburse the City and the Trustee for any tax or other governmental charge that may be imposed in relation thereto and any other reasonable fees and expenses incurred in connection therewith.

**Section 207. Cancellation and Destruction of Bonds Upon Payment.** All Bonds which have been paid or redeemed or which the Trustee has purchased or which have otherwise been surrendered to the Trustee under this Indenture, either at or before maturity, shall be immediately canceled upon the payment, redemption or purchase of such Bonds and the surrender thereof to the Trustee and periodically destroyed by the Trustee in accordance with applicable record retention requirements.

## ARTICLE III

## REDEMPTION OF BONDS

**Section 301. Redemption of Bonds Generally.** The Bonds shall be subject to redemption prior to maturity in accordance with the terms and provisions set forth in this Article.

**Section 302. Redemption of Bonds.**

(a) *Optional Redemption of Bonds.* At the option of the City, the Bonds or portions thereof maturing on [November 1, 20__], and thereafter may be called for redemption and payment prior to their stated maturity on [November 1, 20__], and thereafter in whole or in part at any time at the redemption price equal to 100% of the principal amount being redeemed plus accrued interest thereon to the redemption date.

(b) *Extraordinary Optional Redemption of Bonds*. The Bonds are subject to redemption and payment prior to the stated maturity thereof, at the option of the City, in whole or in part on any date, at a redemption price of 100% of the principal amount of the Bonds being called for redemption, plus accrued interest thereon to the redemption date, upon the occurrence of any of the following conditions or events:

(1) if title to, or the use for a limited period of, all or substantially all of the improvements is condemned by any authority having the power of eminent domain (other than the City or any entity controlled by or otherwise affiliated with the City);

(2) if title to all or substantially all of the improvements is found to be deficient or nonexistent to the extent that the efficient utilization of such improvements by the City is impaired;

(3) if all or substantially all of the improvements are damaged or destroyed by fire or other casualty; or

(4) if as a result of changes in the Constitution of Missouri, or of legislative or administrative action by the State of Missouri or any political subdivision thereof, or by the United States, or by reason of any action instituted in any court, this Indenture shall become void or unenforceable or impossible of performance without unreasonable delay, or in any other way by reason of such change of circumstances, unreasonable burdens or excessive liabilities are imposed on the City.

(c) *Mandatory Sinking Fund Redemption of Bonds.* The Bonds maturing November 1, 20__, November 1, 20__, November 1, 20__ and November 1, 20__ (the *"Term Bonds"*), are subject to mandatory sinking fund redemption and payment prior to maturity on November 1 in each of the years set forth below, at **100%** of the principal amount thereof plus accrued interest to the redemption date, without premium:

**Term Bonds Maturing on November 1, 20__**

| **Year** | **Principal Amount** |
|---|---|
| 20 | $,000 |
| 20* | $,000 |

* Final Maturity

**Term Bonds Maturing on November 1, 20__**

| Year | Principal Amount |
|---|---|
| 20__ | $,000 |
| 20__* | $,000 |

_____
* Final Maturity

**Term Bonds Maturing on November 1, 20__**

| Year | Principal Amount |
|---|---|
| 20__ | $,000 |
| 20__* | $,000 |

_____
* Final Maturity

**Term Bonds Maturing on November 1, 20__**

| Year | Principal Amount |
|---|---|
| 20 | $,000 |
| 20 | $,000 |
| 20 | $,000 |
| 20* | $,000 |

_____
* Final Maturity

The Trustee shall make timely selection of such Term Bonds or portions thereof to be redeemed pursuant to the terms of this Section in **$5,000** units of principal amount in such equitable manner as the Trustee determines and shall give notice thereof without further instructions from the City. At the option of the City, to be exercised on or before the **35th** day next preceding each mandatory redemption date, the City may (1) deliver to the Trustee for cancellation Term Bonds in the aggregate principal amount desired, (2) furnish to the Trustee funds, together with appropriate instructions, for the purpose of purchasing any Term Bonds from any Owner thereof in the open market at a price not in excess of **100%** of the principal amount thereof, whereupon the Trustee shall use its best efforts to expend such funds for such purposes, or (3) elect to receive a credit in respect to the mandatory redemption obligation under this subsection for any Term Bonds which prior to such date have been redeemed (other than through the operation of the requirements of this subsection) and cancelled by the Trustee and not theretofore applied as a credit against any redemption obligation under this subsection. Each Term Bond so delivered or previously purchased or redeemed shall be credited at **100%** of the principal amount thereof on the obligation to redeem Term Bonds of the same maturity on the next mandatory redemption date applicable to Term Bonds of such maturity that is at least **35** days after receipt by the Trustee of such instructions from the City, and any excess of such amount shall be credited on future mandatory redemption obligations for Term Bonds of the same maturity in chronological order or such other order as the City may designate, and the principal amount of Term Bonds to be redeemed on such future mandatory redemption dates by operation of the requirements of this subsection shall be

reduced accordingly. If the City intends to exercise any option granted by the provisions of clauses (1), (2) or (3) of this subsection, the City will, on or before the **35th** day next preceding the applicable mandatory redemption date, furnish the Trustee a certificate of an Authorized City Representative indicating to what extent the provisions of said clauses (1), (2) and (3) are to be complied with in respect to such mandatory redemption payment.

**Section 303. Selection of Bonds to be Redeemed.**

(a) Bonds shall be redeemed only in Authorized Denominations. When less than all of the Outstanding Bonds are to be redeemed and paid prior to maturity, such Bonds or portions of Bonds to be redeemed shall be selected in Authorized Denominations by the Trustee from such maturities and in such amounts as the City may determine.

(b) In the case of a partial redemption of Bonds when Bonds of denominations greater than the minimum Authorized Denomination are then Outstanding, then for all purposes in connection with such redemption each Authorized Denomination unit of face value shall be treated as though it was a separate Bond of the denomination of the minimum Authorized Denomination. If one or more, but not all, of the minimum Authorized Denomination units of principal amount represented by any Bond are selected for redemption, then upon notice of intention to redeem such minimum Authorized Denomination unit or units, the Owner of such Bond or his attorney or legal representative shall forthwith present and surrender such Bond to the Trustee (i) for payment of the redemption price (including the interest to the date fixed for redemption) of the minimum Authorized Denomination unit or units of principal amount called for redemption, and (ii) for exchange, without charge to the Owner thereof, for a new Bond or Bonds of the aggregate principal amount of the unredeemed portion of the principal amount of such Bond. If the Owner of any such Bond of a denomination greater than minimum Authorized Denomination fails to present such Bond to the Trustee for payment and exchange as aforesaid, said Bond shall, nevertheless, become due and payable on the redemption date to the extent of the minimum Authorized Denomination unit or units of principal amount called for redemption (and to that extent only) and shall cease to accrue interest on the principal amount so called for redemption.

**Section 304. Notice of Redemption of Bonds.**

(a) In the case of Bonds called for redemption under **Section 302,** the Trustee shall call Bonds for redemption and payment as herein provided and shall give notice of redemption as provided below upon receipt by the Trustee at least 45 days prior to the redemption date of a written request of the City (unless a shorter notice shall be satisfactory to the Trustee).

Unless waived by any Owner of Bonds to be redeemed, official notice of any redemption of any Bond shall be given by the Trustee on behalf of the City by mailing a copy of an official redemption notice by first class mail, postage prepaid, at least 30 days prior to the date fixed for redemption to the Original Purchaser and the Owner of the Bond or Bonds to be redeemed at the address shown on the Register; provided, however, that failure to give such notice by mailing as aforesaid to any Owner or any defect therein as to any particular Bond shall not affect the validity of any proceedings for the redemption of any other Bonds.

(b) All official notices of redemption shall be dated and shall state:

(1) the redemption date,

(2) the redemption price,

(3) if less than all Outstanding Bonds are to be redeemed, the identification of the Bonds to be redeemed (such identification to include interest rates, maturities, CUSIP numbers and such additional information as the Trustee may reasonably determine),

(4) that on the redemption date the redemption price will become due and payable upon each such Bond or portion thereof called for redemption, and that interest thereon shall cease to accrue from and after said date, and

(5) the place where such Bonds are to be surrendered for payment of the redemption price, which place of payment shall be the principal corporate trust office of the Trustee.

In addition to the foregoing notice, the Trustee shall also comply with any requirements or guidelines, published by the Securities and Exchange Commission relating to providing notices of redemption. The failure of the Trustee to comply with any such requirements shall not affect or invalidate the redemption of said Bonds.

(c) The Trustee shall mail by first-class mail to the City a copy of such redemption notice.

With respect to optional redemptions, such notice may be conditioned upon moneys being on deposit with the Trustee on or prior to the redemption date in an amount sufficient to pay the redemption price on the redemption date. If such notice is conditional and either the Trustee receives written notice from the City that moneys sufficient to pay the redemption price will not be on deposit on the redemption date, or such moneys are not received on the redemption date, then such notice shall be of no force and effect, the Trustee shall not redeem such Bonds and the Trustee shall give notice, in the same manner in which the notice of redemption was given, that such moneys were not or will not be so received and that such Bonds will not be redeemed.

**Section 305. Effect of Call for Redemption.** On or prior to the date fixed for redemption, moneys or Government Securities shall be deposited with the Trustee as provided in **Section 402** hereof to pay the Bonds called for redemption and accrued interest thereon to the redemption date. Upon the happening of the above conditions, and notice having been given as provided in **Section 304** hereof, the Bonds or the portions of the principal amount of Bonds thus called for redemption shall cease to bear interest on the specified redemption date, provided moneys sufficient for the payment of the redemption price are on deposit at the place of payment at the time, and shall no longer be entitled to the protection, benefit or security of this Indenture and shall not be deemed to be Outstanding under the provisions of this Indenture.

## ARTICLE IV

## FUNDS AND REVENUES

**Section 401. Creation of Funds; Application of Bond Proceeds and other Moneys.**

(a) The following funds of the City are hereby created and established with the Trustee:

(1) City of Springfield, Missouri Special Obligation Improvement Revenue Bonds, Series 2026, Project Fund (the "Project Fund").

(2) City of Springfield, Missouri Special Obligation Improvement Revenue Bonds, Series 2026, Debt Service Fund (the "Debt Service Fund").

(3) City of Springfield, Missouri Special Obligation Improvement Revenue Bonds, Series 2026, Costs of Issuance Fund (the "Costs of Issuance Fund").

(4) Rebate Fund.

Each fund and account shall be maintained by the Trustee as a separate and distinct trust fund or account and the moneys therein shall be held, managed, invested, disbursed and administered as provided in this Indenture. All moneys deposited in the funds shall be used solely for the purposes set forth in this Indenture. The Trustee shall keep and maintain adequate records pertaining to each fund and all disbursements therefrom.

(b) The net proceeds received from the sale of the Bonds in the amount of $_____ (which is equal to the par amount of the Bonds of $[Principal Amount].00, less underwriter's discount of $_____, plus net reoffering premium of $_____), shall be deposited or paid simultaneously with the delivery of the Bonds as follows:

(1) $_____ of the net proceeds of the Bonds shall be deposited in the Costs of Issuance Fund, which deposit shall be disbursed by the Trustee for the purposes and in the manner set forth in **Section 404** hereof.

(2) The remaining net proceeds of the Bonds in the amount of $_____ shall be deposited in the Project Fund, which deposit shall be disbursed by the Trustee for the purposes and in the manner set forth in **Section 405** hereof.

**Section 402. Transfer of Appropriated Funds by City.** Subject to **Section 202** hereof, on the Business Day prior to each Payment Date, the City shall transfer to the Trustee Appropriated Moneys for the Bonds sufficient to make the following deposits to the funds and accounts created hereunder and the Trustee shall deposit such Appropriated Moneys received from the City as follows:

*First,* for transfer to the Rebate Fund, an amount sufficient to pay rebate, if any, to the United States of America, owed under Section 148 of the Code, as directed in writing by the City in accordance with the Tax Compliance Agreement;

*Second,* for transfer to the Debt Service Fund an amount sufficient to pay the principal and/or interest on the Bonds on the next succeeding Payment Date (taking into account moneys already on deposit in the Debt Service Fund for payment of debt service on the Bonds); and

*Third,* for payment to the Trustee or any Paying Agent, an amount sufficient for payment of any fees and expenses which are due and owing to the Trustee or any Paying Agent, upon delivery to the City of an invoice for such amounts.

If the amount transferred by the City shall be insufficient to make all such deposits, such Appropriated Moneys will be applied in such amounts and into such funds and accounts as directed by the City.

**Section 403. Debt Service Fund.**

(a) Except as otherwise provided herein, all amounts paid and credited to the Debt Service Fund shall be expended solely for the payment of the principal of, and interest on the Bonds as the same mature and become due.

(b) The City hereby authorizes and directs the Trustee to withdraw sufficient moneys from the Debt Service Fund to pay the principal of and interest on the Bonds as the same become due and payable and to make said moneys so withdrawn available to the Paying Agent for the purpose of paying said principal of and interest on the Bonds.

(c) After payment in full of the principal of and interest on the Bonds (or provision has been made for the payment thereof as specified in this Indenture), and the fees, charges and expenses of the Trustee and any Paying Agent and any other amounts required to be paid under this Indenture, all amounts remaining in the Debt Service Fund shall be paid to the City.

**Section 404. Costs of Issuance Fund.** Moneys in the Costs of Issuance Fund shall be disbursed for the sole purpose of paying costs of issuance of the Bonds. Costs of issuance shall be paid from time to time by the Trustee, upon receipt of a written request of the City signed by the Authorized City Representative, and containing the statements, representations and certifications set forth in the form of such request attached as **Exhibit B** hereto and otherwise substantially in such form. Any moneys remaining in the Costs of Issuance Fund on January 31, 2027, shall be deposited, without further authorization, into the Project Fund.

In making payments and disbursements pursuant to this Section, the Trustee may rely upon the written requests and accompanying certificates and statements. The Trustee is not required to make any independent investigation in connection with the matters set forth in the written requests.

**Section 405. Project Fund.** Moneys in the Project Fund shall be disbursed by the Trustee from time to time, upon receipt of a written request of the Authorized City Representative and containing the statements, representations and certifications set forth in the form of such request attached as **Exhibit B** hereto and otherwise substantially in such form, to pay, or reimburse the City for payment of, the Project Costs and, to the extent not paid from the Costs of Issuance Fund, costs of issuing the Bonds. Any moneys remaining on deposit in the Project Fund when the Project is completed, as evidenced by a certificate delivered by the Authorized City Representative to the Trustee, shall immediately be transferred by the Trustee to the Debt Service Fund.

**Section 406. Non-Presentment of Bonds.** If any Bond is not presented for payment when the principal thereof becomes due, either at maturity or at the date fixed for redemption thereof, and provided the Trustee is holding sufficient funds for the payment thereof, all liability of the City to the Owner thereof for the payment of such Bond shall forthwith cease, terminate and be completely discharged, and

thereupon it shall be the duty of the Trustee to hold such moneys, without liability for interest thereon, for the benefit of the Owner of such Bond who shall thereafter be restricted exclusively to such moneys, for any claim of whatever nature on such Owner's part under this Indenture or on, or with respect to, said Bond.

Any moneys so deposited with and held by the Trustee not so applied to the payment of Bonds within three years after the date on which the same have become due shall be paid by the Trustee to the City without liability for interest thereon, free from the trusts created by this Indenture. Thereafter, Owners shall be entitled to look only to the City for payment, and then only to the extent of the amount so repaid by the Trustee. The City shall not be liable for any interest on the sums paid to it pursuant to this Section and shall not be regarded as a trustee of such money.

**Section 407. Transfer of Funds.** The Trustee is authorized and directed to withdraw from the Debt Service Fund sums sufficient to pay the principal of and interest on the Bonds as and when the same become due on any Payment Date.

**Section 408. Rebate Fund.**

(a) There shall be deposited by the Trustee in the Rebate Fund such amounts as are required to be deposited therein pursuant to the Tax Compliance Agreement. Subject to the transfer provisions provided in subsection (c) below, all money at any time deposited in the Rebate Fund and any income earned thereon shall be held in trust, to the extent required to pay arbitrage rebate to the federal government of the United States of America, and neither the City nor the Owner of any Bonds shall have any rights in or claim to such money. All amounts deposited into or on deposit in the Rebate Fund shall be governed by this Section and by the Tax Compliance Agreement (which is incorporated herein by reference).

(b) Pursuant to the Tax Compliance Agreement, the Trustee, on behalf of the City, shall remit from the Rebate Fund rebate installments and the final rebate payments to the United States. Any moneys remaining in the Rebate Fund after redemption and payment of all of the Bonds and payment and satisfaction of any arbitrage rebate, or provision made therefor, shall be withdrawn and released to the City.

(c) Notwithstanding any other provision of this Indenture, including in particular this Article, the obligation to remit arbitrage rebate to the United States and to comply with all other requirements of this Section, the preceding Section and the Tax Compliance Agreement shall survive the defeasance or payment in full of the Bonds.

## ARTICLE V

## SECURITY FOR DEPOSITS AND INVESTMENT OF MONEYS

**Section 501. Moneys to be Held in Trust.** All moneys deposited with or paid to the Trustee for the account of any fund under any provision of this Indenture, and all moneys deposited with or paid to any Paying Agent under any provision of this Indenture, shall be held by the Trustee or Paying Agent in trust and shall be applied only in accordance with the provisions of this Indenture and, until used or applied as herein provided, shall constitute part of the Trust Estate (except for the Rebate Fund) and be subject to the lien hereof. Neither the Trustee nor any Paying Agent shall be under any liability for interest on any moneys received hereunder except as otherwise provided herein.

**Section 502. Investment of Moneys.**

(a) Moneys in all funds and accounts held by the Trustee under any provision of this Indenture shall be continuously invested and reinvested by the Trustee in Permitted Investments at the written direction of the City given by the Authorized City Representative or, if such written directions are not received, the Trustee shall invest moneys in the Invesco Treasury Portfolio Fund CUSIP 825252208 as a standing direction. Moneys on deposit in all funds and accounts may be invested only in Permitted Investments which mature or are subject to redemption at the option of the owner thereof prior to the date such funds are expected to be needed. The Trustee may make investments through its investment division or short-term investment department.

(b) All investments shall constitute a part of the fund or account from which the moneys used to acquire such investments have come. The Trustee shall sell and reduce to cash a sufficient amount of investments in a fund or account whenever the cash balance therein is insufficient to pay the amounts required to be paid therefrom. The Trustee may transfer investments from any fund or account to any other fund or account in lieu of cash when required or permitted by the provisions of this Indenture. In determining the balance in any fund or account, investments shall be valued at the lower of their original cost or their fair market value on the most recent Payment Date. The Trustee shall not be liable for any loss (including specifically depreciation of value) resulting from any investment made in accordance herewith.

## ARTICLE VI

## PARTICULAR COVENANTS AND PROVISIONS

**Section 601. City to Issue Bonds and Execute Indenture.** The City covenants that it is duly authorized under the laws of the State to execute and deliver this Indenture, to issue the Bonds and to pledge and assign the Trust Estate in the manner and to the extent herein set forth; that all action on its part for the execution and delivery of this Indenture and the issuance of the Bonds has been duly and effectively taken; and that the Bonds in the hands of the Owners thereof are and will be valid and enforceable limited obligations of the City according to the import thereof.

**Section 602. Covenant to Request Appropriations.** The City covenants and agrees that the City Manager, so long as any of the Bonds remain Outstanding, or any other officer of the City at any time charged with the responsibility of formulating budget proposals shall (a) include in each annual budget an appropriation of the amount necessary (after taking into account any moneys legally available for such purpose) to pay debt service on the Bonds, and (b) take such further action (or cause the same to be taken) as may be necessary or desirable to assure the availability of moneys appropriated to pay such debt service on the Bonds.

**Section 603. Performance of Covenants.** The City covenants that it will faithfully perform at all times any and all covenants, undertakings, stipulations and provisions contained in this Indenture, in the Bonds and in all proceedings pertaining thereto.

**Section 604. Instruments of Further Assurance.** The City covenants that it will do, execute, acknowledge and deliver, or cause to be done, executed, acknowledged and delivered, such further acts, instruments, financing statements and other documents as the Trustee may reasonably require for the

better assuring, transferring, pledging and assigning to the Trustee, and granting a security interest unto the Trustee in and to the Trust Estate and the other property and revenues herein described.

**Section 605. General Limitation on City Obligations.** ANY OTHER TERM OR PROVISION OF THIS INDENTURE OR ANY OTHER DOCUMENT EXECUTED IN CONNECTION WITH THE TRANSACTION WHICH IS THE SUBJECT HEREOF TO THE CONTRARY NOTWITHSTANDING, THE CITY SHALL NOT BE REQUIRED TO TAKE OR OMIT TO TAKE, OR REQUIRE ANY OTHER PERSON OR ENTITY TO TAKE OR OMIT TO TAKE, ANY ACTION WHICH WOULD CAUSE IT OR ANY PERSON OR ENTITY TO BE, OR RESULT IN IT OR ANY PERSON OR ENTITY BEING, IN VIOLATION OF ANY LAW OF THE STATE.

**Section 606. Recording and Filing.** The City shall file or cause to be kept and filed all financing statements, and the Trustee shall file or cause to be kept and filed continuation statements with respect to such originally filed financing statements related to this Indenture and all supplements hereto. In carrying out its duties under this Section, the Trustee shall be entitled to rely on an Opinion of Counsel specifying what actions are required to comply with this Section.

**Section 607. Possession and Inspection of Books and Documents.** The City and the Trustee covenant and agree that all books and documents in their possession relating to the Bonds and to the distribution of proceeds thereof shall at all reasonable times and upon reasonable notice be open to inspection by such accountants or other agencies or Persons as the other party may from time to time designate.

**Section 608. Tax Covenants.**

(a) The City shall not use or permit the use of any proceeds of the Bonds or any other funds of the City, and the Trustee shall not use any proceeds of the Bonds or any other funds of the City held by the Trustee, directly or indirectly, to acquire any securities or obligations, and shall not use or permit the use of any amounts received by the City or the Trustee in any manner, and shall not take or permit to be taken any other action or actions, which would cause any Bond to be an "arbitrage bond" within the meaning of Section 148(a) of the Code, or "federally guaranteed" within the meaning of Section 149(b) of the Code. If at any time the City is of the opinion that for purposes of this subsection (a) it is necessary to restrict or limit the yield on or change in any way the investment of any moneys held by the Trustee under this Indenture, the City shall so instruct the Trustee in writing and the Trustee shall act in accordance with such instructions. The City and the Trustee shall be deemed in compliance with this Section to the extent they follow the Tax Compliance Agreement or an opinion of Bond Counsel with respect to the investment of funds hereunder.

(b) The City shall not (to the extent within its power or direction) use or permit the use of any proceeds of the Bonds or any other funds of the City, directly or indirectly, in any manner, and shall not take or permit to be taken any other action or actions, which would result in any of the Bonds being treated as other than an obligation described in Section 103(a) of the Code.

(c) The City will not (to the extent within its power or direction) use any portion of the proceeds of the Bonds, including any investment income earned on such proceeds, directly or indirectly, in a manner that would cause any Bond to be a "private activity bond" within the meaning of Section 141 (a) of the Code.

(d) The Trustee agrees to comply with any written letter or Opinion of Bond Counsel which sets forth the requirements to comply with any statute, regulation or ruling that may apply to the Trustee hereunder and relating to reporting requirements or other requirements necessary to preserve the exclusion from federal gross income of the interest on the Bonds.

(e) The foregoing covenants of this Section shall remain in full force and effect notwithstanding the defeasance of the Bonds pursuant to **Article IX** hereof or any other provision of this Indenture, until the final scheduled payment of all Bonds Outstanding.

## ARTICLE VII

## DEFAULT AND REMEDIES

**Section 701. Events of Default.** The occurrence of any one or more of the following events are defined as and declared to be and to constitute an "Event of Default":

(a) Default in the performance or observance of any of the covenants, agreements or conditions on the part of the City in this Indenture or in the Bonds contained, and the continuance thereof for a period of 30 days after written notice thereof has been given (1) to the City by the Trustee, or (2) to the Trustee (which notice of default the Trustee shall be required to accept) and the City by the Owners of not less than 25% in aggregate principal amount of the Bonds then Outstanding; provided, however, if any default is such that it cannot be corrected within such 30-day period, it shall not constitute an Event of Default if corrective action is instituted by the City within such period and diligently pursued until the default is corrected; or

(b) The filing by the City of a voluntary petition in bankruptcy, or failure by the City to promptly lift any execution, garnishment or attachment of such consequence as would impair the ability of the City to carry on its operation, or adjudication of the City as a bankrupt, or assignment by the City for the benefit of creditors, or the entry by the City into an agreement of composition with creditors, or the approval by a court of competent jurisdiction of a petition applicable to the City in any proceedings instituted under the provisions of federal bankruptcy law, or under any similar acts which may hereafter be enacted; or

(c) The failure to pay the principal of, or interest on the Bonds when due.

The Trustee shall give written notice of any Event of Default to the City as promptly as practicable after the occurrence of an Event of Default of which the Trustee has notice as provided in **Section 801(h)** hereof.

**Section 702. Acceleration.**

(a) If an Event of Default has occurred and is continuing, the Trustee may, and shall upon the written request of the Owners of a majority in aggregate principal amount of the Bonds then Outstanding, with respect to an Event of Default set forth above, by notice in writing delivered to the City, declare the principal of all Bonds then Outstanding and the interest accrued thereon immediately due and payable.

(b) In case of any rescission pursuant to **Section 712** hereof, the Trustee, the City and the Owners shall be restored to their former positions and rights hereunder respectively, but no such rescission shall extend to any subsequent or other default or Event of Default or impair any right consequent thereon.

(c) At any time after such a declaration of acceleration has been made, but before any judgment or decree for payment of money due on any Bonds has been obtained by the Trustee as provided in this Article, the owners of a majority in principal amount of the Bonds then Outstanding with respect to an Event of Default set forth in **Section 701**, may, by written notice to the City and the Trustee, rescind and annul such declaration and its consequences if:

(1) there is deposited with the Trustee a sum sufficient to pay:

(A) all overdue installments of interest on the Bonds;

(B) the principal of (and premium, if any, on) any Bonds which have become due otherwise than by such declaration of acceleration and interest thereon at the rate or rates prescribed therefor in such Bonds; and

(C) all sums paid or advanced by the Trustee hereunder and the reasonable compensation, expenses, disbursements and advances of the Trustee, its agents and counsel; and

(2) all events of default, other than the non-payment of the principal of Bonds which have become due solely by such declaration of acceleration, have been cured or have been waived as provided in **Section 712** of this Indenture.

No such rescission and annulment shall affect any subsequent default or impair any right consequent thereon.

**Section 703. Surrender of Possession of Trust Estate; Rights and Duties of Trustee in Possession.** If an Event of Default has occurred and is continuing, the City, upon demand of the Trustee, shall forthwith surrender the possession of, and it shall be lawful for the Trustee, by such officer or agent as it may appoint, to take possession of all or any part of the Trust Estate, together with the books, papers and accounts of the City pertaining thereto, and out of the same and any moneys received from any receiver of any part thereof pay and set up proper reserves for the payment of all proper costs and expenses of so taking, holding and managing the same, including, but not limited to (a) reasonable compensation to the Trustee, its agents and counsel, and (b) any reasonable charges of the Trustee hereunder, and the Trustee shall apply the remainder of the moneys so received in accordance with **Section 708** hereof.

Whenever all that is due upon the Bonds has been paid and all defaults made good, the Trustee shall surrender possession of the Trust Estate to the City, its successors or assigns, the same right of entry, however, to exist upon any subsequent Event of Default.

While in possession of the Trust Estate, the Trustee shall render annually to the City a summarized statement of receipts and expenditures in connection therewith.

**Section 704. Appointment of Receivers in Event of Default.** If an Event of Default has occurred and is continuing, and upon the filing of a suit or other commencement of judicial proceedings to enforce the rights of the Trustee and of the Owners under this Indenture, the Trustee shall be entitled, as a matter of right, to the appointment of a receiver or receivers of the Trust Estate and of the earnings, income, products and profits thereof, pending such proceedings, with such powers as the court making such appointment shall confer.

**Section 705. Exercise of Remedies by the Trustee.** If an Event of Default has occurred and is continuing, the Trustee may pursue any available remedy at law or equity by suit, action, mandamus or other proceeding to enforce the payment of the principal of and interest on the Bonds then Outstanding, and to enforce and compel the performance of the duties and obligations of the City as herein set forth.

If an Event of Default has occurred and is continuing, and if requested so to do by the Owners of not less than 25% in aggregate principal amount of the Bonds then Outstanding with respect to an Event of Default set forth above, and indemnified as provided in **Section 801(l)** hereof, the Trustee shall be obligated to exercise such one or more of the rights and powers conferred by this Article as the Trustee, being advised by counsel, deems most expedient in the interests of the Owners; provided, however, that the Trustee shall not be required to take any action which in its good faith conclusion could result in personal liability to it.

All rights of action under this Indenture or under any of the Bonds may be enforced by the Trustee without the possession of any of the Bonds or the production thereof in any trial or other proceedings relating thereto, and any such suit or proceeding instituted by the Trustee shall be brought in its name as Trustee without the necessity of joining as plaintiffs or defendants any Owner, and any recovery or judgment shall, subject to **Section 708** hereof, be for the equal benefit of all the Owners of the Outstanding Bonds.

**Section 706. Limitation on Exercise of Remedies by Owners.** No Owner shall have any right to institute any suit, action or proceeding in equity or at law for the enforcement of this Indenture or for the execution of any trust hereunder or for the appointment of a receiver or any other remedy hereunder, unless:

(a) a default has occurred of which the Trustee has notice as provided in **Section 801(h)** hereof; and

(b) such default has become an Event of Default; and

(c) the Owners of not less than 25% in aggregate principal amount of the Bonds then Outstanding shall have made written request to the Trustee, shall have offered it reasonable opportunity either to proceed to exercise the powers hereinbefore granted or to institute such action, suit or proceeding in its own name, and shall have provided to the Trustee indemnity as provided in **Section 801(l)** hereof; and

(d) the Trustee shall thereafter fail or refuse to exercise the powers herein granted or to institute such action, suit or proceeding in its own name;

and such notification, request and indemnity are hereby declared in every case, at the option of the Trustee, to be conditions precedent to the execution of the powers and trusts of this Indenture, and to any action or cause of action for the enforcement of this Indenture, or for the appointment of a receiver or for any other remedy hereunder, it being understood and intended that no one or more Owners shall have any right in any manner whatsoever to affect, disturb or prejudice this Indenture by its, his or their action or to

enforce any right hereunder except in the manner herein provided, and that all proceedings at law or in equity shall be instituted, had and maintained in the manner herein provided and for the equal benefit of the Owners of all Bonds then Outstanding. Nothing in this Indenture, however, shall affect or impair the right of any Owner to payment of the principal of and interest on any Bond at and after its maturity or the obligation of the City to pay the principal of and interest on each of the Bonds to the respective Owners thereof at the time, place, from the source and in the manner herein and in such Bond expressed.

**Section 707. Right of Owners to Direct Proceedings.** Any other provision herein to the contrary notwithstanding, the Owners of a majority in aggregate principal amount of the Bonds then Outstanding shall have the right, at any time, by an instrument or instruments in writing executed and delivered to the Trustee, to direct the time, method and place of conducting all proceedings to be taken in connection with the enforcement of this Indenture, or for the appointment of a receiver or any other proceedings hereunder; provided that such direction shall not be otherwise than in accordance with the provisions of law and of this Indenture, and provided, further, that the Trustee shall have the right to decline to follow any such direction if the Trustee in good faith determines that the proceeding so directed would involve it in personal liability or the Trustee has not been indemnified as provided in **Section 801** hereof.

**Section 708. Application of Moneys in Event of Default.** Upon an Event of Default, all moneys held or received by the Trustee pursuant to this Indenture pursuant to any right given or action taken under this Article shall, after payment of the reasonable fees, costs, advances and expenses of the Trustee and the proceedings resulting in the collection of such moneys (including without limitation attorneys' fees and expenses), be deposited in the Debt Service Fund. All moneys in the Debt Service Fund and the Costs of Issuance Fund shall be applied as follows:

(a) If the principal of all Bonds have not become or have not been declared due and payable, all such moneys shall be applied:

(1) *First* - To the payment to the Owners entitled thereto of all installments of interest then due and payable on the Bonds, in the order in which such installments of interest became due and payable, with interest thereon at the rate or rates specified in the Bonds to the extent permitted by law, and, if the amount available is not sufficient to pay in full any particular installment, then to the payment ratably, according to the amounts due on such installment, to the Persons entitled thereto, without any discrimination or privilege.

(2) *Second* - To the payment to the Owners entitled thereto of the unpaid principal of any of the Bonds that have become due and payable (other than Bonds called for redemption for the payment of which moneys or securities are held pursuant to this Indenture), in the order of their due dates, and, if the amount available is not sufficient to pay in full such principal due on any particular date, together with such interest, then to the payment ratably, according to the amounts of principal due on such date, to the Persons entitled thereto without any discrimination or privilege.

(b) If the principal of all the Bonds has become due or has been declared due and payable, all such moneys shall be applied to the payment of the principal and interest then due and unpaid on all of the Bonds, without preference or priority of principal over interest or of interest over principal or of any installment of interest over any other installment of interest or of any Bond over any other Bond, ratably, according to the amounts due

respectively for principal and interest, to the Persons entitled thereto, without any discrimination or privilege.

(c) If the principal of all Bonds have been declared due and payable, and if such declaration thereafter is rescinded and annulled under the provisions of **Section 712** hereof, then, subject to the provisions of subsection (b) above of this Section in the event that the principal of all Bonds shall later become due or be declared due and payable, the moneys shall be applied in accordance with the provisions of subsection (a) of this Section.

Whenever moneys are to be applied pursuant to this Section, such moneys shall be applied at such times and from time to time as the Trustee shall determine, having due regard to the amount of such moneys available and which may become available for such application in the future.

Whenever all Bonds and interest thereon have been paid under this Section, and all fees, expenses and charges of the Trustee have been paid, any balance remaining in the funds created pursuant to this Indenture shall be paid to the City.

**Section 709. Remedies Cumulative.** No remedy conferred by this Indenture upon or reserved to the Trustee or to the Owners is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to any other remedy given to the Trustee or to the Owners hereunder or now or hereafter existing at law or in equity or by statute.

**Section 710. Delay or Omission Not Waiver.** No delay or omission to exercise any right, power or remedy accruing upon any Event of Default shall impair any such right, power or remedy or shall be construed to be a waiver of any such Event of Default or acquiescence therein, and every such right, power or remedy may be exercised from time to time and as often as may be deemed expedient.

**Section 711. Effect of Discontinuance of Proceedings.** If the Trustee has proceeded to enforce any right under this Indenture by the appointment of a receiver, by entry, or otherwise, and such proceedings have been discontinued or abandoned for any reason, or have been determined adversely, then the City, the Trustee and the Owners shall be restored to their former positions and rights hereunder, and all rights, remedies and powers of the Trustee shall continue as if no such proceedings had been taken.

**Section 712. Waivers of Events of Default.** The Trustee shall waive any Event of Default and its consequences and rescind any acceleration of maturity of principal upon the written request of the Owners of a majority in aggregate principal amount of Bonds then Outstanding with respect to which an Event of Default has occurred, except a default:

(a) in the payment of the principal of (or premium, if any) or interest on any Bond; or

(b) in respect of a covenant or provision hereof which under **Article X** cannot be modified or amended without the consent of the owner of each Outstanding Bond affected.

In case of any such waiver or rescission, or in case any proceeding taken by the Trustee on account of any such Event of Default have been discontinued or abandoned or determined adversely, then and in every such case the City, the Trustee and the Owners shall be restored to their former positions, rights and obligations hereunder, respectively, but no such waiver or rescission shall extend to any subsequent or other default, or impair any right consequent thereon.

## ARTICLE VIII

## THE TRUSTEE

**Section 801. Acceptance of Trusts.** The Trustee hereby accepts the trusts imposed upon it by this Indenture, and agrees to perform said trusts as a corporate trustee ordinarily would perform said trusts under a corporate indenture, but only upon and subject to the following express terms and conditions, and no implied covenants or obligations shall be read into this Indenture against the Trustee:

(a) The Trustee, prior to the occurrence of an Event of Default and after the curing of all Events of Default which may have occurred, undertakes to perform such duties and only such duties as are specifically set forth in this Indenture. If any Event of Default has occurred and is continuing, the Trustee shall exercise such of the rights and powers vested in it by this Indenture, and shall use the same degree of care and skill in their exercise, as a prudent person under reasonably similar circumstances would exercise or use under the circumstances in the conduct of such person's own affairs.

(b) The Trustee may execute any of the trusts or powers hereunder or perform any duties hereunder either directly or through agents, attorneys, receivers, employees or such other professionals but shall not be answerable for the conduct of the same in accordance with the standard specified above, provided the Trustee has exercised reasonable care in making such selection. The Trustee may act and conclusively rely upon the opinion or advice of counsel, who may, without limitation, be counsel to the City or an employee of the Trustee, concerning all matters of trust hereof and the duties hereunder, and, subject to the restrictions of **Section 802** hereof, may in all cases pay such reasonable compensation to all such agents, attorneys, receivers, employees and other such professionals as may reasonably be employed in connection with the trusts hereof. The Trustee shall not be responsible for any loss or damage resulting from any action or nonaction by it taken or omitted to be taken in good faith and shall be fully protected in reliance upon such opinion or advice of counsel.

(c) The Trustee shall not be responsible for any recital herein or in the Bonds (except with respect to the Certificate of Authentication of the Trustee endorsed on the Bonds), or for the recording or re-recording, filing or refiling of this Indenture or any security agreements in connection therewith, or for insuring any of the improvements constructed in the City or collecting any insurance moneys, or for the validity of the execution by the City of this Indenture or of any or instruments of further assurance, or for the sufficiency of the security for the Bonds. The Trustee shall not be responsible or liable for any loss suffered in connection with any investment of funds made by it in accordance with **Article V** hereof. The Trustee makes no representations as to the value or condition of the Trust Estate or any part thereof, or as to the validity or sufficiency of this Indenture or of the Bonds. The Trustee shall not be accountable for the use or application by the City of any of the Bonds or the proceeds thereof or of any money paid to or upon the order of the City under any provision of this Indenture.

(d) The Trustee shall not be accountable for the use of any Bonds authenticated and delivered hereunder. The Trustee, in its individual or any other capacity, may become the owner or pledgee of Bonds with the same rights which it would have if it were not Trustee.

(e) The Trustee may rely and shall be protected in acting or refraining from acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, direction,

consent, order, affidavit, letter, telegram or other paper or document provided for under this Indenture believed by it to be genuine and correct and to have been signed, presented or sent by the proper Person or Persons. Any action taken by the Trustee pursuant to and in accordance with this Indenture upon the request or authority or consent of any Person who, at the time of making such request or giving such authority or consent is the Owner of any Bond, shall be conclusive and binding upon all future Owners of the same Bond and upon Bonds issued in exchange therefor or upon transfer or in place thereof.

(f) As to the existence or nonexistence of any fact or as to the sufficiency or validity of any instrument, paper or proceeding, or whenever in the administration of this Indenture the Trustee deems it desirable that a matter be proven or established prior to taking, suffering or omitting any action hereunder, the Trustee shall be entitled to rely upon a certificate signed by an Authorized City Representative as sufficient evidence of the facts therein contained. Prior to the occurrence of an Event of Default of which the Trustee has been notified as provided in subsection (h) of this Section or of which by said subsection it is deemed to have notice, the Trustee shall also be at liberty to accept a similar certificate to the effect that any particular dealing, transaction or action is necessary or expedient, but may at its discretion secure such further evidence deemed necessary or advisable, but shall in no case be bound to secure the same.

(g) The permissive right of the Trustee to do things enumerated in this Indenture shall not be construed as a duty, and the Trustee shall not be answerable for other than its negligence or willful misconduct.

(h) The Trustee shall not be required to take notice of any Event of Default, other than a failure to make any payment on the Bonds when due, unless the Trustee is specifically notified in writing of such Event of Default by the City or by the Owners of at least 10% in aggregate principal amount of all Bonds then Outstanding.

(i) At any and all reasonable times the Trustee and its duly authorized agents, attorneys, experts, engineers, accountants and representatives shall have the right, but shall not be required, to inspect any and all of the components of the Project originally financed with the proceeds of the Bonds, including all books, papers and records of the City pertaining to the Bonds, and to take such memoranda from and in regard thereto as may be desired.

(j) The Trustee shall not be required to give any bond or surety in respect of the execution of its trusts and powers hereunder.

(k) The Trustee shall have the right, but shall not be required, to demand, in respect of the authentication of any Bonds, the withdrawal of any funds, or any action whatsoever within the purview of this Indenture, appraisals or other information, or corporate action or evidence thereof, in addition to that by the terms hereof required, as a condition of such action by the Trustee as are deemed desirable for the purpose of establishing the right of the City to the authentication of any Bonds, the withdrawal of any funds or the taking of any other action by the Trustee.

(l) Anything herein to the contrary notwithstanding, before taking any action under this Indenture, other than any action under **Article II** hereof concerning the payment of principal and interest on the Bonds, declaring an Event of Default and accelerating the maturity of the Bonds, the Trustee may, in its discretion, require that satisfactory indemnity be furnished to it by the Owners or other parties for the reimbursement of all

reasonable fees, costs, liabilities, losses, claims and expenses to which it or its agents or counsel may be put and to protect it against all liability including environmental, except liability which is adjudicated to have resulted from its negligence or willful misconduct by reason of any action so taken.

(m) All moneys received by the Trustee or any Paying Agent shall, until used or applied or invested as herein provided, be held in trust in the manner and for the purposes for which they were received but need not be segregated from other funds except to the extent required by this Indenture or by law. Neither the Trustee nor any Paying Agent shall be under any liability for interest on any moneys received hereunder except as provided herein.

(n) The Trustee may elect not to proceed in accordance with the directions of the Owners of the Bonds without incurring any liability to the Owners if in the opinion of the Trustee such direction may result in liability to the Trustee, in its individual capacity, for which the Trustee has not received indemnity from the Owners, and the Trustee may rely upon an Opinion of Counsel addressed to the Trustee in determining whether any action directed by Owners may result in such liability.

(o) Notwithstanding any other provision of this Indenture to the contrary, any provision intended to provide authority to act, right to payment of fees and expenses, and protection, immunity and indemnification to the Trustee shall be interpreted to include any action of the Trustee whether it is deemed to be in its capacity as Trustee, Registrar or Paying Agent.

(p) The Trustee agrees to accept and act upon instructions or directions pursuant to this Indenture sent in writing or by Electronic Notice, provided, however, that such instructions or directions shall be signed by an Authorized City Representative (which signature may utilize an electronic signature method such as DocuSign). If the City elects to give the instructions by Electronic Notice, the Trustee may deem such instructions controlling. The Trustee shall not be liable for any losses, costs or expenses arising directly or indirectly from the Trustee's reliance upon and compliance with such instructions notwithstanding such instructions conflict or are inconsistent with a subsequent written instruction. The City agrees to assume all risks arising out of the use of such Electronic Notice to submit instructions and directions to the Trustee, including without limitation the risk of the Trustee acting on unauthorized instructions, and the risk or interception and misuse by third parties. "Electronic Notice" means notice given by telecopy or facsimile transmission or similar electronic means of communication, including but not limited to e-mail, which produces evidence of transmission.

(q) No provision of this Indenture shall be construed to relieve the Trustee from liability for its own negligent action, its own negligent failure to act, or its own willful misconduct, except that:

(1) this subsection shall not be construed to affect the limitation of the Trustee's duties and obligations provided in this Section or the Trustee's right to rely on the truth of statements and the correctness of opinions as provided in this Section;

(2) the Trustee shall not be liable for any error of judgment made in good faith by any one of its directors, officers or employees unless it is established that the Trustee was negligent in ascertaining the pertinent facts;

(3) the Trustee shall not be liable with respect to any action taken or omitted to be taken by it in good faith in accordance with the direction of the Owners of not less than a majority in principal amount of the Bonds then Outstanding relating to the time, method and place of conducting any proceeding for any remedy available to the Trustee, or exercising any trust or power conferred upon the Trustee, under this Indenture;

(4) subject to subsection (l) above, no provision of this Indenture shall require the Trustee to expend or risk its own funds or otherwise incur any liability in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers if it has reasonable grounds for believing that repayment of such funds or adequate indemnity against such risk or liability is not reasonably assured to it; and

(5) the Trustee may execute any of the trusts or powers hereunder or perform any duties hereunder either directly or by or through agents or attorneys and the Trustee shall not be responsible for any misconduct or negligence on the part of any agent or attorney appointed with due care by it hereunder.

**Section 802. Fees, Charges and Expenses of the Trustee.** The Trustee shall be entitled to payment of and/or reimbursement for reasonable fees (which compensation shall not be limited by any provision of law in regard to the compensation of a trustee of an express trust) by the City for its ordinary services rendered hereunder and all agent and counsel fees and other ordinary costs and expenses reasonably and necessarily made or incurred by the Trustee in connection with such ordinary services and, if it becomes necessary that the Trustee perform extraordinary services, it shall be entitled to reasonable extra compensation therefor and to reimbursement for reasonable and necessary extraordinary costs and expenses in connection therewith; provided that if such extraordinary services or extraordinary expenses are occasioned by the neglect or willful misconduct of the Trustee it shall not be entitled to compensation or reimbursement therefor. The Trustee shall be entitled to payment and reimbursement for the reasonable fees and charges of the Trustee as Paying Agent and as Registrar for the Bonds. Upon the occurrence of an Event of Default and during its continuance, the Trustee shall have a lien with right of payment prior to payment on account of principal of or interest on any Bond, upon all moneys in its possession under any provisions hereof for the foregoing advances, fees, costs and expenses incurred. If moneys transferred by the City are insufficient to make payment to the Trustee for its fees and expenses, as provided in subparagraph *Third* of **Section 402** on any Payment Date, the unpaid portion shall be carried forward to the next Payment Date, together with interest thereon at the Trustee's base lending rate plus 2%.

**Section 803. Notice of Default.** If a default occurs of which the Trustee is required to take notice or notice is given to the Trustee as provided in **Section 801(h)** hereof, then the Trustee shall give written notice thereof to the City within 30 days (five Business Days if the maturity of the Bonds has been accelerated pursuant to **Section 702** hereof) by first class mail to the Owners of all Bonds then Outstanding as shown by the Register.

**Section 804. Intervention by the Trustee.** In any judicial proceeding to which the City is a party and which, in the opinion of the Trustee and its counsel, has a substantial bearing on the interests of Owners of the Bonds, the Trustee may intervene on behalf of Owners and shall do so if requested in

writing by the Owners of at least 25% in the aggregate principal amount of the Bonds then Outstanding, provided that the Trustee shall first have been provided indemnity provided under **Section 801(l)** hereof as it may require against the reasonable costs, expenses and liabilities which it may incur in or by reason of such proceeding, including without limitation attorneys' fees and expenses.

**Section 805. Successor Trustee Upon Merger, Consolidation or Sale.** Any corporation or association with or into which the Trustee may be merged or converted or with or into which it may be consolidated, or to which the Trustee may sell or transfer its corporate trust business and assets as a whole or substantially as a whole, or any corporation or association resulting from any merger, conversion, sale, consolidation or transfer to which it is a party, provided such corporation or association is otherwise eligible under **Section 808** hereof, shall be and become successor Trustee hereunder and shall be vested with all the trusts, powers, rights, obligations, duties, remedies, immunities and privileges hereunder as was its predecessor, without the execution or filing of any instrument or any further act on the part of any of the parties hereto.

**Section 806. Resignation or Removal of Trustee.** The Trustee and any successor Trustee may at any time resign from the trusts hereby created by giving 30 days' written notice to the City and the Owners, and such resignation shall take effect upon the appointment of a successor Trustee pursuant to **Section 807** hereof. If at any time the Trustee ceases to be eligible in accordance with the provisions of this Indenture, it shall resign immediately in the manner provided in this Section. The Trustee may be removed for cause or without cause at any time by an instrument or concurrent instruments in writing delivered to the Trustee and the City and signed by the Owners of a majority in aggregate principal amount of Bonds then Outstanding. If no Event of Default has occurred and is continuing, or no condition exists which with notice or the lapse of time will become an Event of Default as provided in **Section 701(a)** hereof, the Trustee may be removed at any time by an instrument or concurrent instruments in writing delivered to the Trustee and the Owners and signed by the City. The City or the Owners of a majority in aggregate principal amount of the Bonds then Outstanding may at any time petition any court of competent jurisdiction for the removal for cause of the Trustee. No resignation or removal of the Trustee shall become effective until a successor Trustee has accepted its appointment under **Section 809** hereof.

**Section 807. Appointment of Successor Trustee.** If the Trustee hereunder resigns or is removed, or otherwise becomes incapable of acting hereunder, or if it is taken under the control of any public officer or officers or of a receiver appointed by a court, a successor Trustee may be appointed by the Owners of a majority in aggregate principal amount of Bonds then Outstanding, by an instrument or concurrent instruments in writing; provided, nevertheless, that in case of such vacancy the City, by an instrument executed and signed by the Authorized City Representative, may appoint a temporary Trustee to fill such vacancy until a successor Trustee is appointed by the Owners in the manner above provided; and any such temporary Trustee so appointed by the City shall immediately and without further acts be superseded by the successor Trustee so appointed by such Owners. If a successor Trustee or a temporary Trustee has not been so appointed and accepted such appointment within 30 days of a notice of resignation or removal of the current Trustee, the retiring Trustee may petition a court of competent jurisdiction for the appointment of a successor Trustee to act until such time, if any, as a successor has so accepted its appointment. No resignation or removal of the Trustee shall become effective until a successor Trustee has accepted its appointment under **Section 809** hereof.

**Section 808. Qualifications of Trustee and Successor Trustees.** The Trustee and every successor Trustee appointed hereunder shall be a trust institution or commercial bank qualified to do business in the State, shall be in good standing and qualified to accept such trusts, shall be subject to examination by a federal or state bank regulatory authority, and shall have a reported capital and surplus of not less than $75,000,000, or must provide a guaranty of the full and prompt performance by the

Trustee of its obligations under this Indenture and any other agreements made in connection with the Bonds, on terms satisfactory to the City, by a guarantor with such combined capital and surplus. If such institution publishes reports of conditions at least annually pursuant to law or regulation, then for the purposes of this Section the capital and surplus of such institution shall be deemed to be its capital and surplus as set forth in its most recent report of condition so published.

**Section 809. Vesting of Trusts in Successor Trustee.** Every successor Trustee appointed hereunder shall execute, acknowledge and deliver to its predecessor and also to the City an instrument in writing accepting such appointment hereunder, and thereupon such successor shall become fully vested with all the trusts, powers, rights, obligations, duties, remedies, immunities and privileges of its predecessor and the obligations of the predecessor Trustee hereunder shall cease and terminate; but such predecessor shall, nevertheless, on the written request of the City, execute and deliver an instrument transferring to such successor Trustee all the trusts, powers, rights, obligations, duties, remedies, immunities and privileges of such predecessor hereunder; and every predecessor Trustee shall deliver all securities and moneys held by it as Trustee hereunder to its successor. Should any instrument in writing from the City be required by any successor Trustee for more fully and certainly vesting in such successor the trusts, powers, rights, obligations, duties, remedies, immunities and privileges hereby vested in the predecessor, any and all such instruments in writing shall, on request, be executed, acknowledged and delivered by the City.

**Section 810. Trust Estate May be Vested in Co-Trustee.**

(a) It is the purpose of this Indenture that there shall be no violation of any law of any jurisdiction (including particularly the State) denying or restricting the right of banking corporations or associations to transact business as trustee in such jurisdiction. It is recognized that in case of litigation under this Indenture, and in particular in case of the enforcement of either upon an Event of Default, or if the Trustee deems that by reason of any present or future law of any jurisdiction it may not exercise any of the powers, rights or remedies herein granted to the Trustee, or take any other action which may be desirable or necessary in connection therewith, it may be necessary or desirable that the Trustee appoint an individual or institution as a co-trustee or separate trustee, and the Trustee is hereby authorized to appoint such co-trustee or separate trustee.

(b) If the Trustee appoints an additional individual or institution as co-trustee or separate trustee, each and every remedy, power, right, claim, demand, cause of action, immunity, title, interest and lien expressed or intended by this Indenture to be exercised by the Trustee with respect thereto shall be exercisable by such co-trustee or separate trustee but only to the extent necessary to enable such co-trustee or separate trustee to exercise such powers, rights and remedies, and every covenant and obligation necessary to the exercise thereof by such co-trustee or separate trustee shall run to and be enforceable by either of them.

(c) Should any deed, conveyance or instrument in writing from the City be required by the co-trustee or separate trustee so appointed by the Trustee for more fully and certainly vesting in and confirming to him or it such properties, rights, powers, trusts, duties and obligations, any and all such deeds, conveyances and instruments in writing shall, on request, be executed, acknowledged and delivered by the City.

(d) If any co-trustee or separate trustee dies, becomes incapable of acting, resigns or is removed, all the properties, rights, powers, trusts, duties and obligations of such co-

trustee or separate trustee, so far as permitted by law, shall vest in and be exercised by the Trustee until the appointment of a successor to such co-trustee or separate trustee.

**Section 811. Annual Statement.** Unless the Trustee is doing so on a more frequent basis, the Trustee shall render an annual statement for each fiscal year ending June 30 to the City and, if so requested and the expense thereof is paid, to any Owner requesting the same. The annual statement shall show in reasonable detail all financial transactions relating to the Trust Estate during the accounting period and shall include the balance in any funds and accounts created by this Indenture as of the beginning and close of such accounting period.

**Section 812. Paying Agents; Registrar; Appointment and Acceptance of Duties; Removal.**

(a) The Trustee is hereby designated and agrees to act as Paying Agent and as Registrar for and in respect of the Bonds.

(b) The City may appoint one or more additional Paying Agents for the Bonds. Each Paying Agent other than the Trustee shall signify its acceptance of the duties and obligations imposed upon it by this Indenture by executing and delivering to the City and the Trustee a written acceptance thereof. The City may remove any Paying Agent other than the Trustee and any successors thereto, and appoint a successor or successors thereto; provided that any such Paying Agent designated by the City shall continue to be a Paying Agent of the City for the purpose of paying the principal of and interest on the Bonds until the designation of a successor as such Paying Agent and acceptance by such successor of the appointment. Each Paying Agent is hereby authorized to pay or redeem Bonds when such Bonds are duly presented to it for payment or redemption, which Bonds shall thereafter be delivered to the Trustee for cancellation.

(c) The Paying Agent may at any time resign and be discharged of the duties and obligations created by this Indenture by giving at least 60 days' notice to the City and the Trustee. The Paying Agent may be removed by the City at any time by an instrument signed by the City and filed with the Paying Agent and the Trustee. In the event of the resignation or removal of the Paying Agent, the Paying Agent shall pay over, assign and deliver any moneys held by it in such capacity to its successor or, if there be no successor, to the Trustee.

If the City fails to appoint a Paying Agent hereunder, or the Paying Agent resigns or is removed, or is dissolved, or if the property or affairs of the Paying Agent are taken under the control of any state or federal court or administrative body because of bankruptcy or insolvency, or for any other reason, and the City has not appointed its successor as Paying Agent, the Trustee shall ipso facto be deemed to be the Paying Agent for all purposes of this Indenture until the appointment by the City of the Paying Agent or successor Paying Agent, as the case may be. The Trustee shall give each Owner notice by first-class mail of the appointment of a Paying Agent or successor Paying Agent other than the Trustee.

## ARTICLE IX

## SATISFACTION AND DISCHARGE OF THE INDENTURE

**Section 901. Satisfaction and Discharge of the Indenture.**

(a) When the principal of and interest on all the Bonds have been paid in accordance with their terms or provision has been made for such payment, as provided in **Section 902** hereof, and provision also is made for paying all other sums payable hereunder, including the fees and expenses of the Trustee and the Paying Agent to the date of payment of the Bonds, then the right, title and interest of the Trustee under this Indenture shall thereupon cease, determine and be void, and thereupon the Trustee shall cancel, discharge and release this Indenture and shall execute, acknowledge and deliver to the City such instruments of satisfaction and discharge or release as shall be required to evidence such release and the satisfaction and discharge of this Indenture, and shall assign and deliver to the City any property at the time subject to this Indenture which may then be in the Trustee's possession, except amounts in the Debt Service Fund required to be paid to the City under **Article IV** hereof and except funds or securities in which such moneys are invested and held by the Trustee for the payment of the principal of and interest on the Bonds.

(b) The City is hereby authorized to accept a certificate of the Trustee stating that the whole amount of the principal and interest so due and payable upon all of the Bonds then Outstanding has been paid or provision for such payment has been made in accordance with **Section 902** hereof as evidence of satisfaction of this Indenture, and upon receipt thereof the City shall cancel and erase the inscription of this Indenture from its records.

**Section 902. Bonds Deemed to Be Paid.**

(a) Bonds or any portions thereof shall be deemed to be paid within the meaning of this Article when payment of the principal on such Bonds, plus premium, if any, plus interest thereon to the due date thereof (whether such due date is by reason of maturity or upon redemption as provided in this Indenture, or otherwise), either (1) has been made or caused to be made in accordance with the terms hereof, or (2) provision therefor has been made by depositing with the Trustee, in trust and irrevocably setting aside exclusively for such payment, (A) moneys sufficient to make such payment, or (B) non-callable Government Securities maturing as to principal and interest in such amount and at such times as will ensure the availability of sufficient moneys to make such payment and the Trustee shall have received an opinion of Bond Counsel (which opinion may be based upon a ruling or rulings of the Internal Revenue Service) to the effect that such deposit will not cause the interest on such Bonds to be included in gross income for purposes of federal income taxation and that all conditions precedent to the satisfaction of this Indenture have been met. At such time as a Bond is deemed to be paid hereunder as aforesaid, such Bond shall no longer be secured by or be entitled to the benefits of this Indenture, except for the purposes of any such payment from such moneys or Government Securities.

(b) Notwithstanding any provision of any other Section of this Indenture which may be contrary to the provisions of this Section, all moneys or Government Securities set aside and held in trust pursuant to the provisions of this Section for the payment of Bonds and interest thereon shall be applied to and be used solely for the payment of the particular

Bonds and interest thereon with respect to which such moneys and Government Securities have been so set aside in trust.

(c) If the interest earnings on money or Government Securities are necessary to provide for the payment of the Bonds under this Section, the Trustee shall receive a verification report of a firm of independent certified public accountants that the moneys and Government Securities deposited with the Trustee are sufficient to pay when due the principal or redemption price, if any, and interest on the Bonds on or prior to the applicable maturity date.

## ARTICLE X

## SUPPLEMENTAL INDENTURES

**Section 1001. Supplemental Indentures Not Requiring Consent of Owners.** The City and the Trustee may from time to time, without the consent of or notice to any of the Owners, enter into such Supplemental Indenture or Supplemental Indentures as are not inconsistent with the terms and provisions hereof, for any one or more of the following purposes:

(a) to cure any ambiguity or formal defect or omission in this Indenture or to release property from the Trust Estate which was included by reason of an error or other mistake;

(b) to grant to or confer upon the Trustee for the benefit of the Owners any additional rights, remedies, powers or authority that may lawfully be granted to or conferred upon the Owners or the Trustee or either of them;

(c) to subject to this Indenture additional revenues, properties or collateral;

(d) to modify, amend or supplement this Indenture or any indenture supplemental hereto in such manner as to permit the qualification of this Indenture under the Trust Indenture Act of 1939, as then amended, or any similar federal statute hereafter in effect, or to permit the qualification of the Bonds for sale under the securities laws of any state of the United States;

(e) to provide for the refunding of any Bonds in accordance with the terms hereof;

(f) to evidence the appointment of a separate trustee or the succession of a new trustee hereunder;

(g) to modify or eliminate any of the terms of this Indenture; provided, however, that:

(1) such Supplemental Indenture shall expressly provide that any such modifications or eliminations shall become effective only when there is no Bond Outstanding issued prior to the execution of such Supplemental Indenture; and

(2) the Trustee may, in its discretion, decline to enter into any such Supplemental Indenture which, in its opinion, may not afford adequate protection to the Trustee when the same becomes operative; and

(h) to make any other change which, in the sole judgment of the Trustee, does not materially adversely affect the security of the Owners. In exercising such judgment the Trustee may rely on an Opinion of Counsel.

**Section 1002. Supplemental Indentures Requiring Consent of Owners.** In addition to Supplemental Indentures permitted by **Section 1001** hereof and subject to the terms and provisions contained in this Section, and not otherwise, with the consent of the Owners of not less than a majority in aggregate principal amount of the Bonds then Outstanding, the City and the Trustee may from time to time enter into such other Supplemental Indenture or Supplemental Indentures as shall be deemed necessary and desirable by the City for the purpose of modifying, amending, adding to or rescinding, in any particular, any of the terms or provisions contained in this Indenture or in any Supplemental Indenture; provided, however, that nothing in this Section contained shall permit or be construed as permitting:

(a) an extension of the maturity of the principal of or the scheduled date of payment of interest on any Bond;

(b) a reduction in the principal amount, or any interest payable on any Bond;

(c) a privilege or priority of any Bond or Bonds over any other Bond or Bonds;

(d) a reduction in the aggregate principal amount of Bonds the Owners of which are required for consent to any such Supplemental Indenture; or

(e) the modification of the rights, duties or immunities of the Trustee, without the written consent of the Trustee.

If at any time the City requests the Trustee to enter into any such Supplemental Indenture for any of the purposes of this Section, the Trustee shall cause notice of the proposed execution of such Supplemental Indenture to be mailed by first-class mail to each Owner. Such notice shall briefly set forth the nature of the proposed Supplemental Indenture and shall state that copies thereof are on file at the principal corporate trust office of the Trustee for inspection by all Owners. If within 60 days or such longer period as shall be prescribed by the City following the mailing of such notice, the Owners of not less than a majority in aggregate principal amount of the Bonds Outstanding at the time of the execution of any such Supplemental Indenture have consented to and approved the execution thereof as herein provided, no Owner of any Bond shall have any right to object to any of the terms and provisions contained therein, or the operation thereof, or in any manner to question the propriety of the execution thereof, or to enjoin or restrain the Trustee or the City from executing the same or from taking any action pursuant to the provisions thereof. Upon the execution of any such Supplemental Indenture as in this Section permitted and provided, this Indenture shall be and be deemed to be modified and amended in accordance therewith.

**Section 1003. Opinion of Bond Counsel.** Notwithstanding anything to the contrary in **Sections 1001** or **1002** hereof, before the City and the Trustee enter into any Supplemental Indenture pursuant to **Sections 1001** or **1002** hereof, there shall have been delivered to the Trustee an Opinion of Bond Counsel stating that such Supplemental Indenture is authorized or permitted by this Indenture, complies with their respective terms, will, upon the execution and delivery thereof, be valid and binding upon the City in accordance with its terms and will not adversely affect the exclusion from federal gross income of interest on any Bonds then Outstanding.

## ARTICLE XI

## MISCELLANEOUS PROVISIONS

**Section 1101. Consents and Other Instruments by Owners.** Any consent, request, direction, approval, objection or other instrument required by this Indenture to be signed and executed by the Owners may be in any number of concurrent writings of similar tenor and may be signed or executed by such Owners in person or by agent appointed in writing. Proof of the execution of any such instrument or of the writing appointing any such agent and of the ownership of Bonds, if made in the following manner, shall be sufficient for any of the purposes of this Indenture, and shall be conclusive in favor of the Trustee with regard to any action taken, suffered or omitted under any such instrument, namely:

(a) The fact and date of the execution by any person of any such instrument (other than the assignment of a Bond) may be proved by the certificate of any officer in any jurisdiction who by law has power to take acknowledgments within such jurisdiction that the person signing such instrument acknowledged before him the execution thereof, or by affidavit of any witness to such execution.

(b) The fact of ownership of Bonds and the amount or amounts, numbers and other identification of such Bonds, and the date of holding the same shall be proved by the Register. In all cases where Bonds are owned by persons other than the City or an assignee of the City, in determining whether the Owners of the requisite principal amount of Bonds Outstanding have given any request, demand, authorization, direction, notice, consent or waiver under this Indenture, Bonds owned by, or held by or for the account of, the City or any affiliate or any Person controlling, controlled by or under common control with the City, shall be disregarded and deemed not to be Outstanding under this Indenture.

**Section 1102. Notices.**

(a) Except as otherwise provided herein, it shall be sufficient service of any notice, request, complaint, demand or other paper required by this Indenture to be given to or filed if the same is duly mailed by registered or certified mail, postage pre-paid, return receipt requested, or sent by telegram, telecopy or telex or other similar communication, or when given by telephone, confirmed by telephone, on the same day, addressed as follows, provided that notices to the Trustee shall be effective only upon receipt:

(1) To the City at:

City of Springfield, Missouri
840 Boonville
P.O. Box 8368
Springfield, Missouri 65801
Attention: City Manager

(2) To the Trustee at:

BOKF, N.A.
2405 Grand Boulevard, Suite 840
Kansas City, Missouri 64108-2536
Attention: Corporate Trust Department

(3) To the Owners:

By first-class mail addressed to each of the Owners of all Bonds at the time Outstanding, as shown by the Register. Any notice so mailed to the Owners of the Bonds shall be deemed given at the time of mailing whether or not actually received by the Owners.

(4) To the Original Purchaser at:

Stifel, Nicolaus & Company, Incorporated
4622 Pennsylvania Avenue, Suite 1210
Kansas City, Missouri 64112
Attention: Public Finance

In the event of any notice to a party other than the City, a copy of said notice shall be provided to the City. The above parties may from time to time designate, by notice given hereunder to the other parties, such other address to which subsequent notices, certificates or other communications shall be sent.

**Section 1103. Limitation of Rights Under the Indenture.** With the exception of rights herein expressly conferred and as otherwise provided in this Section, nothing expressed or mentioned in or to be implied by this Indenture or the Bonds is intended or shall be construed to give any Person other than the parties hereto, and the Owners of the Bonds, any right, remedy or claim under or in respect to this Indenture. This Indenture and all of the covenants, conditions and provisions hereof are, except as otherwise provided in this Section, intended to be and are for the sole and exclusive benefit of the parties hereto and the Owners of the Bonds as herein provided.

**Section 1104. Suspension of Mail Service.** If, because of the temporary or permanent suspension of mail service or for any other reason, it is impossible or impractical to mail any notice in the manner herein provided, then such delivery of notice in lieu thereof as shall be made with the approval of the Trustee shall constitute a sufficient notice.

**Section 1105. Business Days.** If any date for the payment of principal of or interest on the Bonds or the taking of any other action hereunder is not a Business Day, then such payment shall be due, or such action shall be taken, on the first Business Day thereafter; provided, however, any interest that accrues on any unmatured or unredeemed Bonds from the due date shall be payable on the next succeeding Payment Date.

**Section 1106. Immunity of Officers, Employees and Members of City.** No recourse shall be had for the payment of the principal of or interest on any of the Bonds or for any claim based thereon or upon any obligation, covenant or agreement in this Indenture contained against any past, present or future officer, director, member, employee or agent of the City, the governing body of the City, or of any successor public corporation, as such, either directly or through the City or any successor public corporation, under any rule of law or equity, statute or constitution, or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such officers, directors, members, employees or agents as such is hereby expressly waived and released as a condition of and consideration for the execution of this Indenture and the issuance of such Bonds.

**Section 1107. No Sale.** The City covenants and agrees that, except as provided herein, it will not sell, convey, assign, pledge, encumber or otherwise dispose of any part of the moneys subject to this Indenture.

**Section 1108. Severability.** If any provision of this Indenture is held or deemed to be invalid, inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions, or in all cases because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstances, or of rendering any other provision or provisions herein contained invalid, inoperative or unenforceable to any extent whatever. The invalidity of any one or more phrases, sentences, clauses or Sections in this Indenture contained shall not affect the remaining portions of this Indenture, or any part thereof.

**Section 1109. Execution in Counterparts.** This Indenture may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

**Section 1110. Governing Law.** This Indenture shall be governed exclusively by and construed in accordance with the applicable laws of the State.

**Section 1111. Electronic Storage of Documents.** The City agrees that the transaction described herein may be conducted and related documents may be sent, received and stored by electronic means.

*[Remainder of Page Intentionally Left Blank]*

**IN WITNESS WHEREOF**, the City of Springfield, Missouri has caused these presents to be signed in its name and behalf and its corporate seal to be hereunto affixed and attested by its duly authorized officers, and to evidence its acceptance of the trusts hereby created, BOKF, N.A., has caused these presents to be signed in its name and behalf and its corporate seal to be hereunto affixed and attested by its duly authorized officers, all as of the day and year first above written.

**CITY OF SPRINGFIELD, MISSOURI**

[SEAL]

By: _____
Title: City Manager

ATTEST:

By: _____
Title: City Clerk

Approved as to Form _____, City Attorney

**BOKF, N.A.**, as Trustee

[SEAL]

By: _____
Title: _____

ATTEST:

By: _____
Title: _____

**EXHIBIT A**

**(FORM OF BONDS)**

**Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to the City or its agent for registration of transfer, exchange or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the Registered Owner hereof, Cede & Co., has an interest herein.**

**UNITED STATES OF AMERICA**

**STATE OF MISSOURI**

**Registered** **Registered**
**No. R-___** **$_____**

**CITY OF SPRINGFIELD, MISSOURI**

**SPECIAL OBLIGATION IMPROVEMENT BONDS**
**SERIES 2026**

| Interest Rate | Maturity Date | Dated Date | CUSIP |
|---|---|---|---|
| % | November 1, 20__ | October __, 2026 | |

**Registered Owner:** **** CEDE & CO. ****

**Principal Amount:** _____ **DOLLARS**

**THE CITY OF SPRINGFIELD, MISSOURI**, a constitutional home rule charter city and political subdivision of the State of Missouri (the "City"), for value received, hereby acknowledges itself to be indebted and promises to pay to the registered owner shown above, or registered assigns, the principal amount shown above on the maturity date shown above, and to pay interest thereon at the interest rate per annum shown above (computed on the basis of a 360-day year of twelve 30-day months) from the Dated Date shown above or from the most recent Interest Payment Date to which interest has

been paid or duly provided for, payable semiannually on May 1 and November 1 in each year, beginning on May 1, 2027, until said principal amount has been paid.

Except as otherwise provided herein, the capitalized terms herein shall have the meanings as provided in the Indenture (as hereinafter defined).

The principal of this Bond shall be paid at maturity by check or draft to the person in whose name this Bond is registered at the maturity date thereof, upon presentation and surrender of this Bond at the principal corporate trust office of BOKF, N.A., Kansas City, Missouri (the "Trustee"). The interest payable on this Bond on any Interest Payment Date shall be paid to the person in whose name this Bond is registered on the registration books maintained by the Trustee (the "Bond Register") at the close of business on the Record Date for such interest, which shall be the 15th day (whether or not a business day) of the calendar month next preceding the Interest Payment Date. Such interest shall be payable by check or draft mailed by the Paying Agent to the address of such Registered Owner shown on the Bond Register or, if such Bonds are held by a Securities Depository or, at the written request addressed to the Paying Agent by any Registered Owner of Bonds in the aggregate principal amount of at least $500,000, by electronic transfer in immediately available funds to a bank located in the continental United States for credit to the ABA routing number and account name and number filed with the Paying Agent not less than 15 days prior to the Record Date for such interest. In the event any Registered Owner fails to provide a correct taxpayer identification number to the Paying Agent, the Paying Agent may make a charge against such Registered Owner sufficient to pay any governmental charge required to be paid as a result of such failure, which amount may be deducted by the Paying Agent from amounts otherwise payable to such Registered Owner under such Registered Owner's Bond.

This Bond is one of an authorized series of bonds of the City designated "Special Obligation Improvement Bonds, Series 2026," in the aggregate principal amount of $[Principal Amount] (the "Bonds"), issued by the City to finance the Project and provide for payment of costs of issuance of the Bonds, by, under the authority of and in full compliance with the constitution and laws of the State of Missouri, and pursuant to a Trust Indenture dated as of October 1, 2026, between the Trustee and the City (the "Indenture") and proceedings duly and legally had by the governing body of the City.

At the option of the City, the Bonds or portions thereof maturing on November 1, 20__, and thereafter may be redeemed and paid prior to maturity on November 1, 20__, and thereafter in whole or in part at any time at the redemption price equal to 100% of the principal amount being redeemed, plus accrued interest thereon to the redemption date.

At the option of the City, the Bonds are subject to redemption and payment prior to the stated maturity thereof, in whole or in part on any date upon the occurrence of certain extraordinary events or circumstances as specified in the Indenture, at a redemption price of 100% of the principal amount of the Bonds being called for redemption, plus accrued interest thereon to the redemption date.

The Bonds maturing November 1, 20__, November 1, 20__, November 1, 20__ and November 1, 20__, are subject to mandatory redemption and payment prior to maturity pursuant to the mandatory redemption requirements of the Indenture on November 1 in each of the years specified in the Indenture, at a redemption price equal to **100%** of the principal amount thereof plus accrued interest thereon to the redemption date, without premium. Bonds to be so redeemed shall be selected by the Trustee in such equitable manner as it may determine.

The Bonds shall be special obligations of the City payable as to both principal and interest solely from annual appropriations of funds by the City for such purpose. The obligation of the City to make payments into the Debt Service Fund and any other obligations of the City to make payments under the

Indenture do not constitute a general obligation or indebtedness of the City for which the City is obligated to levy or pledge any form of taxation, or for which the City has levied or pledged any form of taxation and shall not be construed to be a debt of the City in contravention of any applicable constitutional, statutory or charter limitation or requirement but in each Fiscal Year shall be payable solely from the amounts pledged or appropriated therefor (1) out of the income and revenues provided for such year, plus (2) any unencumbered balances for previous years.

The Bonds are issued in the form of fully registered Bonds without coupons in the denominations of $5,000 or any integral multiple thereof.

The Bonds are being issued by means of a book-entry system with no physical distribution of bond certificates to be made except as provided in the Indenture. One Bond certificate with respect to each date on which the Bonds are stated to mature, registered in the nominee name of the Securities Depository, is being issued and required to be deposited with the Securities Depository and immobilized in its custody. The book-entry system will evidence positions held in the Bonds by the Securities Depository's participants, beneficial ownership of the Bonds in authorized denominations being evidenced in the records of such participants. Transfers of ownership shall be effected on the records of the Securities Depository and its participants pursuant to rules and procedures established by the Securities Depository and its participants. The City and the Paying Agent will recognize the Securities Depository nominee, while the registered owner of this Bond, as the owner of this Bond for all purposes, including (i) payments of principal of, and interest on, this Bond, (ii) notices and (iii) voting. Transfers of principal and interest payments to participants of the Securities Depository, and transfers of principal and interest payments to beneficial owners of the Bonds by participants of the Securities Depository will be the responsibility of such participants and other nominees of such beneficial owners. The City and the Paying Agent will not be responsible or liable for such transfers of payments or for maintaining, supervising or reviewing the records maintained by the Securities Depository, the Securities Depository nominee, its participants or persons acting through such participants. While the Securities Depository nominee is the owner of this Bond, notwithstanding the provision hereinabove contained, payments of principal of and interest on this Bond shall be made in accordance with existing arrangements among the City, the Paying Agent and the Securities Depository.

**EXCEPT AS OTHERWISE PROVIDED IN THE INDENTURE, THIS GLOBAL BOND MAY BE TRANSFERRED, IN WHOLE BUT NOT IN PART, ONLY TO ANOTHER NOMINEE OF THE SECURITIES DEPOSITORY OR TO A SUCCESSOR SECURITIES DEPOSITORY OR TO A NOMINEE OF A SUCCESSOR SECURITIES DEPOSITORY.**

This Bond may be transferred or exchanged, as provided in the Indenture, only on the Bond Register kept for that purpose at the principal corporate trust office of the Paying Agent, upon surrender of this Bond together with a written instrument of transfer or authorization for exchange satisfactory to the Paying Agent duly executed by the Registered Owner or the Registered Owner's duly authorized agent, and thereupon a new Bond or Bonds in any authorized denomination of the same maturity and in the same aggregate principal amount shall be issued to the transferee in exchange therefor as provided in the Indenture and upon payment of the charges therein prescribed. The City and the Paying Agent may deem and treat the person in whose name this Bond is registered on the Bond Register as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes.

This Bond shall not be valid or binding on the City or be entitled to any security or benefit under the Indenture until the Certificate of Authentication hereon has been executed by the Trustee.

**IT IS HEREBY CERTIFIED AND DECLARED** that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of the Bonds have existed, happened and been performed in due time, form and manner as required by law.

**IN WITNESS WHEREOF,** the **CITY OF SPRINGFIELD, MISSOURI** has executed this Bond by causing it to be signed by the manual or facsimile signature of its Mayor and attested by the manual or facsimile signature of its City Clerk, and its official seal to be affixed or imprinted hereon, and this Bond to be dated as of the Dated Date shown above.

Registration Date: _____

**CITY OF SPRINGFIELD, MISSOURI**

**CERTIFICATE OF AUTHENTICATION**

By: _____
Title: Mayor

This Bond is one of the Bonds described in the within-mentioned Indenture.

(SEAL)

**BOKF, N.A.,** as trustee

ATTEST:

By: _____
Title: Authorized Signatory

By: _____
Title: City Clerk

Approved as to Form _____,
City Attorney

**ASSIGNMENT**

**FOR VALUE RECEIVED**, the undersigned sells, assigns and transfers unto

_____

(Print or Type Name, Address and Social Security Number
or other Taxpayer Identification Number of Transferee)

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints

_____

agent to transfer the within Bond on the books kept by the Trustee for the registration thereof, with full power of substitution in the premises.

Dated: _____ _____, _____

_____

**NOTICE**: The signature to this assignment must correspond with the name of the Registered Owner as it appears on the face of the within Bond in every particular.

Signature Guaranteed By:

_____

(Name of Eligible Guarantor Institution)

By: _____
Title: _____

**NOTICE**: Signature(s) must be guaranteed by an eligible guarantor institution as defined by SEC Rule 17Ad-15 (17 CFR 240.17Ad-15).

**EXHIBIT B**

Request No.: _____ Date: _____

**WRITTEN REQUEST FOR DISBURSEMENT FROM THE**
**[COSTS OF ISSUANCE FUND][PROJECT FUND]**
**CITY OF SPRINGFIELD, MISSOURI**
**SPECIAL OBLIGATION IMPROVEMENT BONDS**
**SERIES 2026**

To: BOKF, N.A., as Trustee
2405 Grand Boulevard, Suite 840
Kansas City, Missouri 64108-2536
Attention: Corporate Trust Department

as Trustee under the Trust Indenture, dated as of October 1, 2026, from the City of Springfield, Missouri, to said Trustee (the "Indenture")

Pursuant to Article IV of the Indenture, the City of Springfield, Missouri (the "City") requests payment from the [Costs of Issuance Fund][Project Fund] in accordance with this request and said Article and hereby states and certifies as follows:

1. The date and number of this request are as set forth above.

2. All terms in this request shall have and are used with the meanings specified in the Indenture.

3. The names of the persons, firms or corporations to whom the payments requested hereby are due, the amounts to be paid and the general classification and description of the costs for which each obligation requested to be paid hereby was incurred are as set forth on Attachment I hereto.

4. These costs have been incurred and are presently due and payable and are reasonable costs that are payable or reimbursable under the Indenture and each item thereof is a proper charge against the [Costs of Issuance Fund][Project Fund].

5. Each item listed above has not previously been paid or reimbursed from moneys in the [Costs of Issuance Fund][Project Fund] and no part thereof has been included in any other Disbursement Request previously filed with the Trustee under the provisions of the Indenture or reimbursed from Bond proceeds.

6. There has not been filed with or served upon the City any notice of any lien, right to a lien or attachment upon or claim affecting the right of any person, firm or corporation to receive payment of the amounts stated in this request.

7. All work for which payment is now or has heretofore been requested (insofar as such payments relate to the construction, remodeling and renovation portions of the Project) has been performed in accordance with the plans and specifications therefor.

8. Lien waivers for costs for which payment is hereby requested (insofar as such payments relate to the construction, remodeling and renovation portions of the Project) have been received and are on file with the City and will be delivered upon request.

**CITY OF SPRINGFIELD, MISSOURI**

By: _____
Title: Authorized City Representative

**ATTACHMENT I**

**TO WRITTEN REQUEST FOR DISBURSEMENT FROM THE**
**[COSTS OF ISSUANCE FUND][PROJECT FUND]**
**CITY OF SPRINGFIELD, MISSOURI**
**SPECIAL OBLIGATION IMPROVEMENT BONDS**
**SERIES 2026**

**REQUEST NO. _____** **DATED _____, ____**

**SCHEDULE OF PAYMENTS REQUESTED**

| Person, firm or corporation to whom payment is due | Amount to be paid | General classification and description of the [costs of issuance][Costs of the Project] for which the obligation to be paid was incurred |
|---|---|---|

**PRELIMINARY OFFICIAL STATEMENT DATED SEPTEMBER __, 2026**

**Moody's Rating: ___**
**See "RATING" herein**

**BOOK ENTRY ONLY**

*In the opinion of Gilmore & Bell, P.C., Bond Counsel, under existing law and assuming continued compliance with certain requirements of the Internal Revenue Code of 1986, as amended (the "Code"), the interest on the Bonds (including any original issue discount properly allocable to an owner thereof) (1) is excludable from gross income for federal income tax purposes and is not an item of tax preference for purposes of the federal alternative minimum tax and (2) the interest on the Bonds is exempt from income taxation by the State of Missouri. The Bonds have* ***not*** *been designated as "qualified tax-exempt obligations" within the meaning of Code § 265(b)(3).*

*Bond Counsel notes that interest on the Bonds may be included in adjusted financial statement income of applicable corporations for purposes of determining the applicability and amount of the federal corporate alternative minimum tax.*

*See "TAX MATTERS" in this Official Statement.*

**$[Principal Amount]***
**CITY OF SPRINGFIELD, MISSOURI**
**SPECIAL OBLIGATION IMPROVEMENT BONDS**
**SERIES 2026**

**Dated: Date of Delivery**

**Due: November 1, as shown on inside cover page**

The Bonds will be issued as fully registered bonds and will be registered in the name of Cede & Co., as registered owner and nominee for The Depository Trust Company, New York, New York (**"DTC"**). DTC will act as securities depository for the Bonds. The Bonds will be available for purchase in denominations of $5,000 or any integral multiple thereof, under the book-entry system maintained by DTC. DTC will receive all payments with respect to the Bonds from BOKF, N.A., Kansas City, Missouri, as Trustee under the Indenture (defined herein) for the Bonds. DTC is required to remit such payments to DTC Participants for subsequent disbursement to the beneficial owners of the Bonds. Semiannual interest will be payable on May 1 and November 1, beginning May 1, 2027.

The Bonds will be subject to redemption prior to maturity as described herein.

**The Bonds and the interest thereon constitute special obligations of the City payable solely from amounts pledged to the Bonds under the Indenture, including funds appropriated in each fiscal year of the City from (i) income and revenues of the City provided for such fiscal year plus (ii) any unencumbered balances from previous fiscal years. The Bonds do not constitute general obligations or an indebtedness of the City within the meaning of any constitutional, statutory or charter limitation or provision, and the City does not pledge its full faith and credit and is not obligated to levy taxes or resort to any other moneys of the City to pay the principal of and interest on the Bonds.**

Payment of the principal of and interest on the Bonds is subject to annual appropriation by the City. The City is not required or obligated to make any such annual appropriation. The fiscal year of the City begins on each July 1 and ends on the following June 30. No property of the City is pledged or encumbered as security for the payment of the Bonds.

Certain risk factors are associated with the purchase of the Bonds. See **"RISK FACTORS."**

*The Bonds are offered when, as and if issued and received by Stifel, Nicolaus & Company, Incorporated, as Underwriter, subject to the approval of legality by Gilmore & Bell, P.C., Kansas City, Missouri, Bond Counsel. Certain legal matters will be passed upon for the City by the Office of the City Attorney. Certain legal matters relating to this Official Statement will be passed upon for the City by Gilmore & Bell, P.C., Kansas City, Missouri, as Disclosure Counsel to the City. Certain legal matters will be passed upon for the Underwriter by Kutak Rock LLP, Kansas City, Missouri, as Underwriter's Counsel. It is expected that the Bonds will be available for delivery in book-entry form through DTC, New York, New York, on or about October ___, 2026.*

STIFEL

**The date of this Official Statement is September ___, 2026.**

* Preliminary; subject to change.

This Preliminary Official Statement and the information contained herein are subject to completion and amendment. These securities may not be sold nor may offers to buy be accepted prior to the time the Official Statement is delivered in final form. Under no circumstances may this Preliminary Official Statement constitute an offer to sell or the solicitation of an offer to buy, nor may there be any sale of these securities in any jurisdictions in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such jurisdiction.

**$[Principal Amount]***
**CITY OF SPRINGFIELD, MISSOURI**
**SPECIAL OBLIGATION IMPROVEMENT BONDS**
**SERIES 2026**

**MATURITY SCHEDULE***

**Serial Bonds**

| Maturity November 1 | Principal Amount | Interest Rate | Yield | Price |
|---|---|---|---|---|
| 20 | $,000 | | | |
| 20 | ,000 | | | |
| 20 | ,000 | | | |
| 20 | ,000 | | | |
| 20 | ,000 | | | |
| 20 | ,000 | | | |
| 20 | ,000 | | | |
| 20 | ,000 | | | |
| 20 | ,000 | | | |
| 20 | ,000 | | | |
| 20 | ,000 | | | |

$,000 _____% Term Bond due November 1, 20__; Price _____ to Yield _____%
$,000 _____% Term Bond due November 1, 20__; Price _____ to Yield _____%

* Preliminary; subject to change.

**CITY OF SPRINGFIELD, MISSOURI**
840 Boonville Avenue
P.O. Box 8368
Springfield, Missouri 65801-8368
(417) 864-1001

**Mayor**
Jeff Schrag

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

**City Administration**
David Cameron, City Manager
Collin Quigley, Deputy City Manager
Maurice Jones, Deputy City Manager
Anita Cotter, City Clerk
Jordan Paul, City Attorney
David Holtmann, Director of Finance
Dan Smith, Director of Public Works
Steve Childers, Planning and Development Director
Ron Schneider, Director of Parks and Recreation
Brian Weiler, Director of Aviation
David Pennington, Fire Chief
Paul F. Williams, Chief of Police
Errin Kemper, Director of Environmental Services

**UNDERWRITER**

Stifel, Nicolaus & Company, Incorporated
Kansas City, Missouri

**BOND COUNSEL**

Gilmore & Bell, P.C.
Kansas City, Missouri

**CERTIFIED PUBLIC ACCOUNTANTS**

RSM US, LLP
Kansas City, Missouri

## REGARDING USE OF THIS OFFICIAL STATEMENT

**No dealer, broker, salesman or other person has been authorized by the City or the Underwriter to give any information or to make any representations with respect to the Bonds other than those contained in this Official Statement, and, if given or made, such other information or representations must not be relied upon as having been authorized by any of the foregoing. This Official Statement does not constitute an offer to sell or the solicitation of an offer to buy nor shall there be any sale of the Bonds by any person in any jurisdiction in which it is unlawful for such person to make such offer, solicitation or sale. The information set forth herein has been furnished by the City and other sources which are believed to be reliable, but such information is not guaranteed as to accuracy or completeness. The information and expressions of opinion herein are subject to change without notice and neither the delivery of this Official Statement nor any sale made hereunder shall, under any circumstances, create any implication that there has been no change in the affairs of the City since the date hereof.**

---

**THE BONDS HAVE NOT BEEN REGISTERED WITH THE SECURITIES AND EXCHANGE COMMISSION UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR UNDER ANY STATE SECURITIES OR "BLUE SKY" LAWS. THE BONDS ARE OFFERED PURSUANT TO AN EXEMPTION FROM REGISTRATION WITH THE SECURITIES AND EXCHANGE COMMISSION.**

---

**IN MAKING AN INVESTMENT DECISION, INVESTORS MUST RELY ON THEIR OWN EXAMINATION OF THE CITY AND THE TERMS OF THIS OFFERING, INCLUDING THE MERITS AND RISKS INVOLVED. THESE BONDS HAVE NOT BEEN RECOMMENDED BY ANY FEDERAL OR STATE SECURITIES COMMISSION OR REGULATORY AUTHORITY. FURTHERMORE, THE FOREGOING AUTHORITIES HAVE NOT CONFIRMED THE ACCURACY OR DETERMINED THE ADEQUACY OF THIS DOCUMENT. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.**

### CAUTIONARY STATEMENTS REGARDING FORWARD-LOOKING STATEMENTS IN THIS OFFICIAL STATEMENT

This Official Statement contains "forward-looking statements." These forward-looking statements include statements about the City's projections and future plans and strategies, and other statements that are not historical in nature. These forward-looking statements are based on the current expectations of the City. When used in this Official Statement, the words "estimate," "intend," "expect" and similar expressions are intended to identify forward-looking statements. Forward-looking statements involve future risks and uncertainties that could cause actual results and experience to differ materially from the anticipated results or other expectations expressed in forward-looking statements. These future risks and uncertainties include those discussed in the **"RISK FACTORS"** section of this Official Statement as well as under the caption **"SECURITY AND SOURCES OF PAYMENT FOR THE BONDS - Sources of Payment."** The City undertakes no obligation to update any forward-looking statements contained in this Official Statement to reflect future events or developments.

## TABLE OF CONTENTS


**Page**

**INTRODUCTION** ..... 1
- Purpose of this Official Statement ..... 1
- The City ..... 1
- The Bonds ..... 1
- Security and Source of Payment ..... 1
- Financial Statements ..... 2
- Continuing Disclosure Information ..... 2
- Bond Rating ..... 2

**THE CITY** ..... 2

**PLAN OF FINANCING** ..... 2
- Authorization and Purpose of the Bonds ..... 2
- The Project ..... 2
- Sources and Uses of Funds ..... 3

**THE BONDS** ..... 3
- Description of the Bonds ..... 3
- Redemption ..... 4
- Book-Entry Only System ..... 5
- Registration, Transfer and Exchange of Bonds Upon Discontinuance of Book-Entry Only System ..... 5

**SECURITY AND SOURCES OF PAYMENT FOR THE BONDS** ..... 5
- Sources of Payment ..... 5

**RISK FACTORS** ..... 6

**LEGAL MATTERS** ..... 7
- Legal Proceedings ..... 7
- Approval of Legality ..... 7

**TAX MATTERS** ..... 7
- Opinion of Bond Counsel ..... 8
- Other Tax Consequences ..... 8

**RATING** ..... 10

**UNDERWRITING** ..... 10

**CONTINUING DISCLOSURE** ..... 11
- General ..... 11
- Compliance With Prior Continuing Disclosure Undertakings ..... 11

**Page**

**MISCELLANEOUS** ..... 11
- Certification and Other Matters Regarding Official Statement ..... 11
- Additional Information ..... 12

**APPENDIX A:** City of Springfield, Missouri - General, Economic and Financial Information

**APPENDIX B:** Definitions of Words and Terms and Summary of the Indenture

**APPENDIX C:** Summary of the Continuing Disclosure Agreement

**APPENDIX D:** City of Springfield, Missouri, Comprehensive Annual Financial Report with Independent Auditor's Report for the Year Ended June 30, 2025

**APPENDIX E:** Book-Entry Only System

**APPENDIX F**: Report of GRS Retirement Consulting - Missouri Lagers GASB Statement No. 68 Employer Reporting Accounting Schedules - June 30, 2025;
City of Springfield Police Officers' and Fire Fighters' Retirement System Actuarial Valuation for Plan Year July 1, 2024, to June 30, 2025;
City of Springfield Police Officers' and Fire Fighters' Retirement System GASB 67 and 68 Disclosure for Fiscal Year July 1, 2024, to June 30, 2025

# OFFICIAL STATEMENT

**$[Principal Amount]***
**CITY OF SPRINGFIELD, MISSOURI**
**SPECIAL OBLIGATION IMPROVEMENT BONDS**
**SERIES 2026**

## INTRODUCTION

*This introduction is only a brief description and summary of certain information contained in this Official Statement and is qualified in its entirety by reference to more complete and detailed information contained in the entire Official Statement, including the cover page and appendices hereto, and the documents summarized or described herein. A full review should be made of the entire Official Statement.*

### Purpose of this Official Statement

The purpose of this Official Statement is to furnish information relating to (1) the City of Springfield, Missouri (the **"City"**), and (2) the City's Special Obligation Improvement Bonds, Series 2026 (the **"Bonds"**).

### The City

The City is a constitutional home rule charter city and political subdivision organized and existing under the laws of the State of Missouri. See **"THE CITY."**

### The Bonds

The Bonds are being issued pursuant to the Trust Indenture dated as of October 1, 2026 (the **"Indenture"**), between the City and BOKF, N.A. (the **"Trustee"**). The Bonds are being issued for the purpose of (i) financing improvements to the City's Public Works Administrative Building, (ii) financing improvements to the City's Police Property/Evidence Building, (iii) financing the construction and equipping of the new West Fire Station #14, all as more fully described herein (collectively, the **"Project"**) and (iv) paying costs of issuance of the Bonds.

See **"PLAN OF FINANCING."**

### Security and Source of Payment

The payment of the principal of and interest on the Bonds and the obligation to make other payments required under the Indenture is subject to annual appropriation by the City. The City is not required or obligated to make any such appropriation. No property of the City is pledged or encumbered to secure payment of the Bonds.

The Bonds and the interest thereon constitute special obligations of the City payable solely from amounts pledged to the Bonds under the Indenture, including funds appropriated in each fiscal year of the City from (i) income and revenues of the City provided for such fiscal year plus (ii) any unencumbered balances from previous fiscal years (**"Appropriated Moneys"**). The City is not obligated to make any such annual appropriation. The fiscal year of the City (the **"Fiscal Year"**) begins on each July 1st and ends on the following June 30th.

The Bonds do not constitute general obligations or an indebtedness of the City within the meaning of any constitutional, statutory or charter limitation or provision, and the City does not pledge its full faith and

---

* Preliminary; subject to change.

credit and is not obligated to levy taxes or resort to any other moneys or property of the City to pay the principal of and interest on the Bonds. See **"SECURITY AND SOURCES OF PAYMENT FOR THE BONDS."**

**Financial Statements**

Audited financial statements of the City, as of and for the fiscal year ended June 30, 2025, are included in ***Appendix D*** to this Official Statement. These financial statements have been audited by RSM US, LLP, Kansas City, Missouri, independent certified public accountants, to the extent and for the period indicated in their report, which is also included in ***Appendix D***.

**Continuing Disclosure Information**

The City has agreed to provide to the Municipal Securities Rulemaking Board the audited financial statements and certain operating data of the City. The City has also agreed to provide to the Municipal Securities Rulemaking Board prompt notice of the occurrence of certain events with respect to the Bonds. See **"CONTINUING DISCLOSURE."**

**Bond Rating**

The City has received the rating on the Bonds set forth on the cover page from Moody's Investors Service. See **"RATING."**

## THE CITY

The City contains approximately 84.8 square miles of area and is located in Greene County in the southwest portion of the State of Missouri. The City is the county seat of Greene County, Missouri (the "County") and is located approximately 170 miles southeast of Kansas City and 220 miles southwest of St. Louis. The City is located at the junction of Interstate 44, U. S. Highways 65, 60 and 160, and State Routes 13 and 344. The City is the third largest metropolitan area in the State of Missouri and is a major center for trade and commerce in the southwest portion of the State of Missouri.

For further information about the City, see ***Appendix A*** **- City of Springfield, Missouri - General, Economic and Financial Information** and ***Appendix D*** **- City of Springfield, Missouri Comprehensive Annual Financial Report with Independent Auditor's Report for the Year Ended June 30, 2025."**

## PLAN OF FINANCING

**Authorization and Purpose of the Bonds**

The Bonds are authorized and being issued pursuant to and in full compliance with the Constitution and statutes of the State of Missouri, the City's Charter, an ordinance passed by the City Council (the **"Bond Ordinance"**) and the Indenture. The Bonds are being issued for the purpose of funding the costs of the Project and paying costs of issuance for the Bonds.

**The Project**

The proceeds of the Bonds will be deposited in the Project Fund established under the Indenture for the purpose of funding the costs of improvements to the City's Public Works Administrative Building, construction and improvements to the Police Property/Evidence Building and construction, furnishing and equipping the new West Fire Station #14, including the acquisition of a new fire truck, as follows:

| | |
|---|---|
| Public Works Administrative Building Improvements | $ 1,000,000 |
| Police Property/Evidence Building | 2,581,000 |
| West Fire Station #14 | 5,419,000 |
| Total | $9,000,000 |

**Sources and Uses of Funds***

The following table summarizes the estimated sources and uses of funds for the plan of financing:

*Sources of Funds*:

| | |
|---|---|
| Principal of the Bonds | $[Principal Amount]* |
| Net original issue (discount)/premium | |
| Total | $ |

*Uses of Funds:*

| | |
|---|---|
| Project Fund Deposit | $ |
| Costs of issuance | |
| Total | $ |

## THE BONDS

*The following is a summary of certain terms and provisions of the Bonds. Reference is hereby made to the Bonds and the provisions with respect thereto in the Indenture for the detailed terms and provisions thereof.*

### Description of the Bonds

The Bonds will be issued in the principal amount of $[Principal Amount]*. The Bonds will be dated the date of initial issuance and delivery thereof, and will consist of fully registered bonds in the denomination of $5,000 or any integral multiple thereof. The Bonds will mature, subject to redemption as described below, on November 1 in the years and in the principal amounts set forth on the inside cover page of this Official Statement. Interest on the Bonds will be payable semiannually on May 1 and November 1 in each year, beginning on May 1, 2027. While the Bonds remain in book-entry only form, payments to Beneficial Owners (as defined herein) are governed by the rules of DTC as described in ***Appendix E***. If DTC ceases to act as securities depository for the Bonds, payment may be made as described in the Indenture.

### Redemption*

#### *Optional Redemption*

At the option of the City, the Bonds or portions thereof maturing on November 1, 20__ and thereafter may be called for redemption and payment prior to maturity on November 1, 20__ and thereafter, in whole or in part at any time at the redemption price of 100% of the principal amount thereof, plus accrued interest thereon to the redemption date. When less than all Bonds are to be redeemed, such Bonds will be redeemed from maturities selected by the City, and Bonds of less than a full maturity will be selected by the Trustee in multiples of $5,000 principal amount.

* Preliminary, subject to change.

***Extraordinary Optional Redemption***

The Bonds are subject to redemption and payment prior to the stated maturity thereof, at the option of the City, in whole or in part on any date, at a redemption price of 100% of the principal amount of the Bonds being called for redemption, plus accrued interest thereon to the redemption date, upon the occurrence of any of the following conditions or events:

(1) if title to, or the use for a limited period of, all or substantially all of the improvements is condemned by any authority having the power of eminent domain (other than the City or any entity controlled by or otherwise affiliated with the City);

(2) if title to all or substantially all of the improvements is found to be deficient or nonexistent to the extent that the efficient utilization of such improvements by the City is impaired;

(3) if all or substantially all of the improvements are damaged or destroyed by fire or other casualty; or

(4) if as a result of changes in the Constitution of Missouri, or of legislative or administrative action by the State of Missouri or any political subdivision thereof, or by the United States, or by reason of any action instituted in any court, this Indenture shall become void or unenforceable or impossible of performance without unreasonable delay, or in any other way by reason of such change of circumstances, unreasonable burdens or excessive liabilities are imposed on the City.

***Mandatory Sinking Fund Redemption***

The Bonds maturing November 1, 20__ and November 1, 20__ (the "Term Bonds"), are subject to mandatory sinking fund redemption and payment prior to maturity on November 1 in each of the years set forth below, at 100% of the principal amount thereof plus accrued interest to the redemption date, without premium:

**Term Bonds Maturing on November 1, 20___**

| **Year** | **Principal Amount** |
|---|---|
| * | |

_____

* Final Maturity

**Term Bonds Maturing on November 1, 20___**

| **Year** | **Principal Amount** |
|---|---|
| * | |

_____

* Final Maturity

*Notice and Effect of Call for Redemption*

If any of the Bonds are to be redeemed prior to maturity, the Trustee will give written notice of the City's intention to redeem and pay the Bonds by first-class mail to the original purchaser of the Bonds, and to the Registered Owner of each Bond, said notice to be mailed not less than 30 days prior to the redemption date. Notice of redemption having been given as aforesaid, the Bonds or portions of Bonds to be redeemed will become due and payable on the redemption date, at the redemption price therein specified, and from and after the redemption date (unless the City defaults in the payment of the redemption price) such Bonds or portion of Bonds shall cease to bear interest.

So long as DTC is effecting book-entry transfers of the Bonds, the Paying Agent will provide the notices of Bonds to be redeemed to DTC. It is expected that DTC will, in turn, notify the DTC Participants and that the DTC Participants, in turn, will notify or cause to be notified the Beneficial Owners. Any failure on the part of DTC or a DTC Participant, or failure on the part of a nominee of a Beneficial Owner of a Bond (having been mailed notice from the Paying Agent, a DTC Participant or otherwise) to notify the Beneficial Owner of the Bond so affected, will not affect the validity of the redemption of such Bond.

**Book-Entry Only System**

Ownership interests in the Bonds will be available to purchasers only through a book-entry only system (the **"Book-Entry Only System"**) described in ***Appendix E***.

**Registration, Transfer and Exchange of Bonds Upon Discontinuance of Book-Entry Only System**

If the Book-Entry Only System is discontinued the following provisions would apply: Each Bond when issued will be registered by the Trustee in the name of the owner thereof on the Bond Register. Bonds are transferable only upon the Bond Register upon presentation and surrender of the Bonds, together with instructions for transfer. Bonds may be exchanged for Bonds in the same aggregate principal amount and maturity upon presentation to the Trustee, subject to the terms, conditions and limitations set forth in the Indenture and upon payment of any tax, fee or other governmental charge required to be paid with respect to any such registration, transfer or exchange.

## SECURITY AND SOURCES OF PAYMENT FOR THE BONDS

**Sources of Payment**

*Annual Appropriation Obligations*

The Bonds and the interest thereon constitute special obligations of the City payable solely from Appropriated Moneys. The Bonds do not constitute general obligations or an indebtedness of the City within the meaning of any constitutional, statutory or charter limitation or provision, and the City does not pledge its full faith and credit and is not obligated to levy taxes or resort to any other moneys or property to the City to pay the principal of and interest on the Bonds. See "***Appendix B* - Definitions of Words and Terms and Summary of the Indenture**."

In the Bond Ordinance, the City Council has directed the City Manager or any other officer of the City at any time charged with the responsibility of formulating budget proposals, subject to the provisions of the Indenture, from and after delivery of the Bonds and so long as any of the Bonds are outstanding, to (1) include in each annual budget prepared and presented to the City Council an appropriation of the amount necessary to pay debt service on the Bonds in the next succeeding Fiscal Year, and (2) take such further action (or cause the same to be taken) as may be necessary or desirable to assure the availability of moneys appropriated to pay such debt service on the Bonds in the next succeeding Fiscal Year.

The payment of the principal of and interest on the Bonds and other payments by the City under the Indenture are subject to annual appropriation by the City. The City is not required or obligated to make any such annual appropriation, and the decision whether or not to appropriate such funds will be solely within the discretion of the then current City Council. No property of the City is pledged or encumbered as security for payment of the Bonds.

***Possible Sources of Repayment for the Bonds***

The City anticipates that Appropriated Moneys will be derived primarily from certain property tax revenues collected by the City. In 1999, and again in 2001, 2004 and 2017, the City submitted to its voters the question of whether or not it should levy a property tax levy of $.27 per $100 of assessed valuation (the "**Level Property Tax**" or "**LPT**") to fund certain public improvements, with the tax levy to stay in place until bonds issued to fund the projects were repaid. The Bonds qualify as bonds issued to fund projects approved in the ballot question because of the use of the proceeds thereof to fund the Project.

The City currently intends to use a portion of the revenues from the LPT for repayment of the Bonds, subject to annual appropriation. The City currently has other bonds outstanding which it intends to pay from the LPT, and may in the future issue other bonds that it may repay from the LPT without limitation as to amount, or use LPT proceeds for other expenses without issuing bonds.

There can be no assurance that (i) the City Council of the City will appropriate any of the Level Property Tax for the purpose of paying debt service on the Bonds, or (ii) that proceeds of the Level Property Tax will not be used for other purposes, including payment of debt service on other bonds or paying for eligible projects, in lieu of paying debt service on the Bonds. Neither the Level Property Tax nor any other revenues are pledged as security for payment of the Bonds.

For these reasons, **prospective investors should not rely solely upon the City's receipt or use of the Level Property Tax revenues as a source of repayment of the Bonds, but should instead evaluate the likelihood that the City will continue to appropriate moneys from those and/or other available sources sufficient to make payments of principal and interest on the Bonds.**

## RISK FACTORS

The following describes certain risk factors affecting the payment of and security for the Bonds. The following discussion is not meant to be an exhaustive list of the risks associated with the purchase of Bonds and does not necessarily reflect the relative importance of the various risks. Potential investors are advised to consider the following factors along with all other information in this Official Statement in evaluating the Bonds. There can be no assurance that other risk factors will not become material in the future.

**THE BONDS DO NOT GIVE RISE TO A GENERAL OBLIGATION OR OTHER INDEBTEDNESS OF THE CITY, THE STATE OF MISSOURI, OR ANY OTHER POLITICAL SUBDIVISION THEREOF WITHIN THE MEANING OF ANY CONSTITUTIONAL, STATUTORY OR CHARTER DEBT LIMITATION OR PROVISION.**

**THE BONDS SHALL BE SPECIAL OBLIGATIONS OF THE CITY PAYABLE SOLELY FROM THE ANNUAL APPROPRIATION OF FUNDS BY THE CITY FOR THAT PURPOSE AS DESCRIBED HEREIN. IN EACH FISCAL YEAR, PAYMENTS OF PRINCIPAL OF AND INTEREST ON THE BONDS SHALL BE MADE SOLELY FROM THE AMOUNTS APPROPRIATED THEREFOR FROM (1) THE INCOME AND REVENUES OF THE CITY PROVIDED FOR SUCH YEAR PLUS (2) ANY UNENCUMBERED BALANCES FOR PREVIOUS YEARS, AND THE DECISION WHETHER TO MAKE SUCH APPROPRIATION EACH YEAR SHALL BE WITHIN THE**

**SOLE DISCRETION OF THE THEN CURRENT CITY COUNCIL. SUBJECT TO THE PRECEDING SENTENCE, THE OBLIGATIONS OF THE CITY TO MAKE PAYMENTS HEREUNDER AND TO PERFORM AND OBSERVE ANY OTHER COVENANT AND AGREEMENT CONTAINED IN THE INDENTURE SHALL BE ABSOLUTE AND UNCONDITIONAL.**

**IF THE CITY FAILS TO APPROPRIATE AMOUNTS SUFFICIENT TO PAY THE PRINCIPAL AND INTEREST ON THE BONDS IN ANY FISCAL YEAR, NO OTHER FUNDS OR PROPERTY WILL BE AVAILABLE TO PAY SUCH PRINCIPAL AND INTEREST. NO PROPERTY OF THE CITY IS PLEDGED OR ENCUMBERED TO SECURE PAYMENT OF THE BONDS. NO DEBT SERVICE RESERVE FUND HAS BEEN ESTABLISHED FOR THE BONDS.**

## LEGAL MATTERS

### Legal Proceedings

As of the date hereof, there is no controversy, suit or other proceeding of any kind pending or threatened against the City wherein or whereby any question is raised or may be raised, questioning, disputing or affecting in any way the legal organization of the City or its boundaries, or the right or title of any of its officers to their respective offices, or the legality of any official act in connection with the authorization, issuance and sale of the Bonds, or the constitutionality or validity of the Bonds or any of the proceedings had in relation to the authorization, issuance or sale thereof, or which might affect the City's ability to meet its obligations to pay the Bonds.

### Approval of Legality

Legal matters incident to the authorization, issuance and sale of the Bonds are subject to the approving legal opinion of Gilmore & Bell, P.C., Kansas City, Missouri, as Bond Counsel to the City. Certain legal matters will be passed upon for the City by the Office of the City Attorney. Certain legal matters will be passed upon for the City by Gilmore & Bell, P.C., Kansas City, as Disclosure Counsel to the City. Certain legal matters will be passed upon for the Underwriter by Kutak Rock LLP, Kansas City, Missouri, as counsel to the Underwriter. The various legal opinions to be delivered concurrently with the delivery of the Bonds express the professional judgment of the attorneys rendering the opinions as to the legal issues explicitly addressed therein. By rendering a legal opinion, the opinion giver does not become an insurer or guarantor of that expression of professional judgment, of the transaction opined upon, or for the future performance of parties to such transaction, nor does the rendering of an opinion guarantee the outcome of any legal dispute that may arise out of the transaction.

## TAX MATTERS

The following is a summary of the material federal and State of Missouri income tax consequences of holding and disposing of the Bonds. This summary is based upon laws, regulations, rulings and judicial decisions now in effect, all of which are subject to change (possibly on a retroactive basis). This summary does not discuss all aspects of federal income taxation that may be relevant to investors in light of their personal investment circumstances or describe the tax consequences to certain types of owners subject to special treatment under the federal income tax laws (for example, dealers in securities or other persons who do not hold the Bonds as a capital asset, tax-exempt organizations, individual retirement accounts and other tax deferred accounts, and foreign taxpayers), and, except for the income tax laws of the State of Missouri discussed below, does not discuss the consequences to an owner under any state, local or foreign tax laws. The summary does not deal with the tax treatment of persons who purchase the Bonds in the secondary market. Prospective investors are advised to consult their own

tax advisors regarding federal, state, local and other tax considerations of holding and disposing of the Bonds.

**Opinion of Bond Counsel**

In the opinion of Bond Counsel, under the law existing as of the issue date of the Bonds:

***Federal and State of Missouri Tax Exemption***

The interest on the Bonds (including any original issue discount properly allocable to an owner thereof) is excludable from gross income for federal income tax purposes and is exempt from income taxation by the State of Missouri.

***Alternative Minimum Tax***

The interest on the Bonds is not an item of tax preference for purposes of computing the federal alternative minimum tax.

Bond Counsel's opinions are provided as of the date of the original issue of the Bonds, subject to the condition that the City comply with all requirements of the Code that must be satisfied subsequent to the issuance of the Bonds in order that interest thereon be, or continue to be, excludable from gross income for federal income tax purposes. The City has covenanted to comply with all such requirements. Failure to comply with certain of such requirements may cause the inclusion of interest on the Bonds in gross income for federal and State of Missouri income tax purposes retroactive to the date of issuance of the Bonds. Bond Counsel is expressing no opinion regarding other federal, state or local tax consequences arising with respect to the Bonds, but has reviewed the discussion under the heading "TAX MATTERS."

**Other Tax Consequences**

***Original Issue Discount***

For federal income tax purposes, original issue discount is the excess of the stated redemption price at maturity of a Bond over its issue price. The stated redemption price at maturity of a Bond is the sum of all payments on the Bond other than "qualified stated interest" (*i.e.*, interest unconditionally payable at least annually at a single fixed rate). The issue price of a Bond is generally the first price at which a substantial amount of the Bonds of that maturity have been sold to the public. Under Section 1288 of the Code, original issue discount on tax-exempt bonds accrues on a compound basis. The amount of original issue discount that accrues to an owner of a Bond during any accrual period generally equals (1) the issue price of that Bond, plus the amount of original issue discount accrued in all prior accrual periods, multiplied by (2) the yield to maturity on that Bond (determined on the basis of compounding at the close of each accrual period and properly adjusted for the length of the accrual period), minus (3) any interest payable on that Bond during that accrual period. The amount of original issue discount accrued in a particular accrual period will be considered to be received ratably on each day of the accrual period, will be excludable from gross income for federal income tax purposes, and will increase the owner's tax basis in that Bond. Prospective investors should consult their own tax advisors concerning the calculation and accrual of original issue discount.

***Original Issue Premium***

For federal income tax purposes, premium is the excess of the issue price of a Bond over its stated redemption price at maturity. The stated redemption price at maturity of a Bond is the sum of all payments on the Bond other than "qualified stated interest" (*i.e.*, interest unconditionally payable at least annually at a single fixed rate). The issue price of a Bond is generally the first price at which a substantial amount of the Bonds of that maturity have been sold to the public. Under Section 171 of the Code, premium on tax-exempt bonds amortizes over the term of the Bond using constant yield principles. As premium is amortized, the owner's basis in the Bond and the amount of tax-exempt interest received will be reduced by the amount of amortizable premium properly allocable to the owner, which will result in an increase in the gain (or decrease in the loss) to be recognized for federal income tax purposes on sale or disposition of the Bond prior to its maturity. Even though the owner's basis is reduced, no federal income tax deduction is allowed. Prospective investors should consult their own tax advisors concerning the calculation and accrual of bond premium.

***Sale, Exchange or Retirement of Bonds***

Upon the sale, exchange or retirement (including redemption) of a Bond, an owner of the Bond generally will recognize gain or loss in an amount equal to the difference between the amount of cash and the fair market value of any property actually or constructively received on the sale, exchange or retirement of the Bond (other than in respect of accrued and unpaid interest) and such owner's adjusted tax basis in the Bond. To the extent a Bond is held as a capital asset, such gain or loss will be capital gain or loss and will be long-term capital gain or loss if the Bond has been held for more than 12 months at the time of sale, exchange or retirement.

***Reporting Requirements***

In general, information reporting requirements will apply to certain payments of principal, interest and premium paid on the Bonds, and to the proceeds paid on the sale of the Bonds, other than certain exempt recipients (such as corporations and foreign entities). A backup withholding tax will apply to such payments if the owner fails to provide a taxpayer identification number or certification of foreign or other exempt status or fails to report in full dividend and interest income. The amount of any backup withholding from a payment to an owner will be allowed as a credit against the owner's federal income tax liability.

***Collateral Federal Income Tax Consequences***

Prospective purchasers of the Bonds should be aware that ownership of the Bonds may result in collateral federal income tax consequences to certain taxpayers, including, without limitation, certain applicable corporations subject to the corporate alternative minimum tax, financial institutions, property and casualty insurance companies, individual recipients of Social Security or Railroad Retirement benefits, certain S corporations with "excess net passive income," foreign corporations subject to the branch profits tax, life insurance companies, and taxpayers who may be deemed to have incurred or continued indebtedness to purchase or carry or have paid or incurred certain expenses allocable to the Bonds. Bond Counsel expresses no opinion regarding these tax consequences. Purchasers of Bonds should consult their tax advisors as to the applicability of these tax consequences and other federal income tax consequences of the purchase, ownership and disposition of the Bonds, including the possible application of state, local, foreign and other tax laws.

Bond Counsel notes that interest on the Bonds may be included in adjusted financial statement income of applicable corporations for purposes of determining the applicability and amount of the federal corporate alternative minimum tax.

## RATING

Moody's Investors Service (**"Moody's"**) has assigned the Bonds a rating of ___, as set forth on the cover page hereof. Such rating reflects only the view of such rating agency at the time such rating is given, and the City will make no representation as to the appropriateness of such rating or that such rating would not be changed, suspended or withdrawn.

Moody's relies on the City, accountants and others for the accuracy and completeness of the information submitted in connection with ratings. A bond rating is not a "market" rating nor a recommendation to buy, hold or sell the Bonds, and such ratings may be changed, suspended or withdrawn as a result of changes in, or unavailability of, information. Any downward revision, suspension or withdrawal of rating could have an adverse effect on the market price and marketability of the Bonds. An explanation of the significance of such ratings may be obtained only from Moody's at the following address: Moody's Investors Service, 99 Church Street, New York, NY 10007.

## UNDERWRITING

Stifel, Nicolaus & Company, Incorporated (the **"Underwriter"**) has agreed, subject to certain conditions, to purchase the Bonds from the City at a price of $_____ ($_____ par amount of the Bonds, plus net original issue premium of $_____, less an underwriting discount of $_____). The Underwriter is purchasing the Bonds from the City for resale in the normal course of the Underwriter's business activities. The Underwriter will sell certain of the Bonds at a price greater than such purchase price, as shown on the inside cover page hereof. The Underwriter reserves the right to offer any of the Bonds to one or more purchasers on such terms and conditions and at such price or prices as the Underwriter, in its discretion, shall determine.

The Underwriter intends to offer the Bonds to the public initially at the offering prices set forth on the inside cover page of this Official Statement, which may subsequently change without any requirement of prior notice. The Underwriter may offer and sell the Bonds to certain dealers (including dealers depositing the Bonds into investment trusts) at prices lower than the public offering prices.

The Underwriter has read and participated in the preparation of certain portions of this Official Statement and has supervised the compilation and editing thereof. The Underwriter has not, however, independently verified the factual and financial information contained in this Official Statement and, accordingly, expresses no view as to the sufficiency or accuracy thereof.

The Underwriter and its affiliates comprise a full service financial institution engaged in activities which may include sales and trading, commercial and investment banking, advisory, investment management, investment research, principal investment, hedging, market making, brokerage and other financial and non-financial activities and services. The Underwriter and its affiliates may have provided, and may in the future provide, a variety of these services to the City and to persons and entities with relationships with the City, for which they received or will receive customary fees and expenses.

In the ordinary course of these business activities, the Underwriter and its affiliates may purchase, sell or hold a broad array of investments and actively trade securities, derivatives, loans and other financial instruments for their own account and for the accounts of their customers, and such investment and trading activities may

involve or relate to assets, securities and/or instruments of the City (directly, as collateral securing other obligations or otherwise) and/or persons and entities with relationships with the Issuer or the City.

The Underwriter and its affiliates may also communicate independent investment recommendations, market color or trading ideas and/or publish or express independent research views in respect of such assets, securities or instruments and may at any time hold, or recommend to clients that they should acquire such assets, securities and instruments. Such investment and securities activities may involve securities and instruments of the City.

To the extent legally permitted, the City has agreed to indemnify the Underwriter against certain civil liabilities, including certain liabilities under the federal securities laws.

## CONTINUING DISCLOSURE

### General

The City has agreed to provide to the Municipal Securities Rulemaking Board the audited financial statements and certain operating data of the City. The City has agreed to have updated financial information and operating data for the City available within 180 days after the end of each fiscal year of the City. The financial statements of the City are audited by the City's independent certified public accountants. The City has also agreed to provide notice to the Municipal Securities Rulemaking Board of the occurrence of certain material events with respect to the Bonds. These covenants have been made in order to assist the Underwriter in complying with SEC Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission. See ***Appendix C*** **- Summary of the Continuing Disclosure Agreement**.

### Compliance With Prior Continuing Disclosure Undertakings

The City failed to file certain operating data for its Special Obligation Improvement Bonds, Series 2023 for the fiscal years ended June 30, 2023, and June 30, 2024. This information has since been filed along with a failure to file notice. The City has not included building permits and labor force data in its annual reports for fiscal years ended June 30, 2022, through June 30, 2024, although such information was available on EMMA in official statements for other issues of the City. This information has since been filed along with a failure to file notice. The City was late filing a notice of the incurrence of a material "Financial Obligation" as defined in SEC Rule 15c2-12.

## MISCELLANEOUS

### Certification and Other Matters Regarding Official Statement

Information set forth in this Official Statement has been furnished or reviewed by certain officials of the City, certified public accountants, and other sources, as referred to herein, which are believed to be reliable. Any statements made in this Official Statement involving matters of opinion, estimates or projections, whether or not so expressly stated, are set forth as such and not as representations of fact, and no representation is made that any of the estimates or projections will be realized.

Simultaneously with the delivery of the Bonds, the City Manager of the City, acting on behalf of the City, will furnish to the Underwriter a certificate that will shall state, among other things, that to the best knowledge and belief of such officer, this Official Statement (and any amendment or supplement hereto) as of the date of sale and as of the date of delivery of the Bonds does not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements herein, in light of the circumstances under which they were made, not misleading in any material respect.

The form of this Official Statement, and its distribution and use by the Underwriter, has been approved by the City. Neither the City nor any of its officers, councilmen or employees, in either their official or personal capacities, has made any warranties, representations or guarantees regarding the financial condition of the City or the City's ability to make payments required of it; and further, neither the City nor its officers, councilmen or employees assumes any duties, responsibilities or obligations in relation to the issuance of the Bonds other than those either expressly or by fair implication imposed on the City by the Indenture.

**Additional Information**

Additional information regarding the City or the Bonds may be obtained from the Director of Finance, City of Springfield, 840 Boonville Avenue, P.O. Box 8368, Springfield, Missouri 65801-8368 (417-864-1625), or from the Underwriter, Stifel, Nicolaus & Company, Incorporated, Attention: Michael Short, 4622 Pennsylvania Avenue, Suite 1210, Kansas City, Missouri 64112, (816) 203-8728.

*[Remainder of Page Intentionally Left Blank]*

**CITY OF SPRINGFIELD, MISSOURI**

By: _____
Title: City Manager

Approved as to Form _____, City Attorney

**APPENDIX A**

**CITY OF SPRINGFIELD, MISSOURI**

**GENERAL, ECONOMIC AND FINANCIAL INFORMATION**

# APPENDIX B

## DEFINITIONS OF WORDS AND TERMS AND SUMMARY OF THE INDENTURE

**APPENDIX D**

**CITY OF SPRINGFIELD, MISSOURI**

**COMPREHENSIVE ANNUAL FINANCIAL REPORT**
**WITH INDEPENDENT AUDITOR'S REPORT**
**FOR THE YEAR ENDED JUNE 30, 2025**

## APPENDIX E

## BOOK-ENTRY ONLY SYSTEM

***The following information concerning DTC and DTC's Book-Entry Only System has been obtained from sources that the City believes to be reliable, but is not guaranteed as to accuracy or completeness by and is not to be construed as a representation by the City, the Paying Agent or the Underwriter. The City, the Paying Agent and the Underwriter make no assurances that DTC, Direct Participants, Indirect Participants or other nominees of the Beneficial Owners will act in accordance with the procedures described above or in a timely manner.***

1. The Depository Trust Company ("DTC"), New York, New York, will act as securities depository for the Bonds. The Bonds will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered Bond certificate will be issued for each maturity of the Bonds, each in the aggregate principal amount of such maturity, and will be deposited with DTC.

2. DTC, the world's largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). DTC has a Standard & Poor's rating of AA+. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com.

3. Purchases of Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Bonds on DTC's records. The ownership interest of each actual purchaser of each Bond ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in Bonds, except in the event that use of the book-entry system for the Bonds is discontinued.

4. To facilitate subsequent transfers, all Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

5. Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of Bonds may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Bonds, such as redemptions, tenders, defaults, and proposed amendments to the Bond documents. For example, Beneficial Owners of Bonds may wish to ascertain that the nominee holding the Bonds for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of notices be provided directly to them.

6. Redemption notices shall be sent to DTC. If less than all of the Bonds within a maturity are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

7. Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to Bonds unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the City as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

8. Payments of principal of or redemption price and interest on the Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the City or the Paying Agent, on the payment date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, the Paying Agent, or the City, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds, distributions, and dividend payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the City or the Paying Agent, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

9. DTC may discontinue providing its services as depository with respect to the Bonds at any time by giving reasonable notice to the City or the Paying Agent. Under such circumstances, in the event that a successor depository is not obtained, Bond certificates are required to be printed and delivered.

10. The City may decide to discontinue use of the system of book-entry-only transfers through DTC (or a successor securities depository). In that event, Bond certificates will be printed and delivered to DTC.

***None of the Underwriter, the Trustee nor the City will have any responsibility or obligations to any Direct Participants or Indirect Participants or the persons for whom they act with respect to (i) the accuracy of any records maintained by DTC or any such Direct Participant or Indirect Participant; (ii) the payment by any Participant of any amount due to any Beneficial Owner in respect of the principal or redemption price or interest on the Bonds; (iii) the delivery by any such Direct Participant or Indirect Participant of any notice to any Beneficial Owner that is required or permitted under the terms of the Indenture to be given to owners of the Bonds; (iv) the selection of the Beneficial Owners to receive payment in the event of any partial redemption of the Bonds; or (v) any consent given or other action taken by DTC as Bondholder.***

**APPENDIX F**

**REPORT OF GRS RETIREMENT CONSULTING - MISSOURI LAGERS GASB STATEMENT NO. 68 EMPLOYER REPORTING ACCOUNTING SCHEDULES - JUNE 30, 2025;**
**CITY OF SPRINGFIELD POLICE OFFICERS' AND FIRE FIGHTERS' RETIREMENT SYSTEM ACTUARIAL VALUATION FOR PLAN YEAR JULY 1, 2024, TO JUNE 30, 2025;**
**CITY OF SPRINGFIELD POLICE OFFICERS' AND FIRE FIGHTERS' RETIREMENT SYSTEM GASB 67 AND 68 DISCLOSURE FOR FISCAL YEAR JULY 1, 2024, TO JUNE 30, 2025**

**REPORT OF GRS RETIREMENT CONSULTING - MISSOURI LAGERS GASB STATEMENT NO. 68**
**EMPLOYER REPORTING ACCOUNTING SCHEDULES - JUNE 30, 2025**

**CITY OF SPRINGFIELD POLICE OFFICERS' AND FIRE FIGHTERS' RETIREMENT SYSTEM**
**ACTUARIAL VALUATION FOR PLAN YEAR JULY 1, 2024, TO JUNE 30, 2025**

**CITY OF SPRINGFIELD POLICE OFFICERS' AND FIRE FIGHTERS' RETIREMENT SYSTEM**
**GASB 67 AND 68 DISCLOSURE FOR FISCAL YEAR JULY 1, 2024, TO JUNE 30, 2025**

**TAX COMPLIANCE AGREEMENT**

**Dated as of October 1, 2026**

**Between**

**CITY OF SPRINGFIELD, MISSOURI,**

**And**

**BOKF, N.A.,**
**as Trustee**

**$[Principal Amount]**
**City of Springfield, Missouri**
**Special Obligation Improvement Bonds**
**Series 2026**

**TAX COMPLIANCE AGREEMENT**

**TABLE OF CONTENTS**


**Page**

PARTIES AND RECITALS ..... 1

**ARTICLE I**

**DEFINITIONS**

Section 1.1. Definitions of Words and Terms ..... 1

**ARTICLE II**

**GENERAL REPRESENTATIONS AND COVENANTS**

Section 2.1. Representations and Covenants of the City ..... 6
Section 2.2. Representations and Covenants of the Trustee ..... 8
Section 2.3. Survival of Representations and Covenants ..... 9

**ARTICLE III**

**ARBITRAGE CERTIFICATIONS AND COVENANTS**

Section 3.1. General ..... 9
Section 3.2. Reasonable Expectations ..... 9
Section 3.3. Purpose of Financing ..... 10
Section 3.4. Funds and Accounts ..... 10
Section 3.5. Amount and Use of Bond Proceeds and Other Money ..... 10
Section 3.6. Multipurpose Issue ..... 10
Section 3.7. No Refunding ..... 10
Section 3.8. Project Completion ..... 10
Section 3.9. Sinking Funds ..... 10
Section 3.10. Reserve, Replacement and Pledged Funds ..... 11
Section 3.11. Purpose Investment Yield ..... 11
Section 3.12. Issue Price and Yield on Bonds ..... 11
Section 3.13. Miscellaneous Arbitrage Matters ..... 11
Section 3.14. Conclusion ..... 11

**ARTICLE IV**

**POST-ISSUANCE TAX REQUIREMENTS, POLICIES AND PROCEDURES**

Section 4.1. General ..... 12
Section 4.2. Record Keeping, Use of Bond Proceeds and Use of Financed Facility ..... 12
Section 4.3. Temporary Periods/Yield Restriction ..... 13
Section 4.4. Fair Market Value ..... 13
Section 4.5. Certain Gross Proceeds Exempt from the Rebate Requirement ..... 16
Section 4.6. Computation and Payment of Arbitrage Rebate and Yield Reduction Amounts ..... 17
Section 4.7. Successor Rebate Analyst ..... 18

Section 4.8. Filing Requirements ..... 18
Section 4.9. Survival after Defeasance ..... 18

**ARTICLE V**

**MISCELLANEOUS PROVISIONS**

Section 5.1. Term of Tax Agreement ..... 19
Section 5.2. Amendments ..... 19
Section 5.3. Opinion of Bond Counsel ..... 19
Section 5.4. Reliance ..... 19
Section 5.5. Severability ..... 19
Section 5.6. Benefit of Agreement ..... 19
Section 5.7. Default; Breach and Enforcement ..... 20
Section 5.8. Execution in Counterparts ..... 20
Section 5.9. Governing Law ..... 20
Section 5.10. Electronic Transactions ..... 20

Signatures ..... S-1, S-2

**Exhibit A –** Debt Service Schedule and Proof of Bond Yield
**Exhibit B –** IRS Form 8038-G
**Exhibit C –** Resolution of Official Intent
**Exhibit D –** Description of Property Comprising the Financed Facility
**Exhibit E –** Sample Annual Compliance Checklist
**Exhibit F** – Sample Final Written Allocation

* * *

# TAX COMPLIANCE AGREEMENT

**THIS TAX COMPLIANCE AGREEMENT** (the "Tax Agreement"), entered into as of October 1, 2026, between **CITY OF SPRINGFIELD, MISSOURI**, a political subdivision organized and existing under the laws of the State of Missouri (the "City") and **BOKF, N.A.**, a national banking association duly organized and existing under the laws of the United States of America, as Trustee (the "Trustee").

## RECITALS

**1.** This Tax Agreement is being executed and delivered in connection with the issuance by the City of $_____ principal amount of Special Obligation Improvement Bonds, Series 2026 (the "Bonds"), under a Trust Indenture dated the date of this Tax Agreement (the "Indenture") between the City and the Trustee, for the purposes described in this Tax Agreement and in the Indenture.

**2.** The Internal Revenue Code of 1986, as amended (the "Code"), and the applicable Regulations and rulings issued by the U.S. Treasury Department (the "Regulations"), impose certain limitations on the uses and investment of the Bond proceeds and of certain other money relating to the Bonds and set forth the conditions under which the interest on the Bonds will be excluded from gross income for federal income tax purposes.

**3.** The City and the Trustee are entering into this Tax Agreement in order to set forth certain facts, covenants, representations, and expectations relating to the use of Bond proceeds and the property financed or refinanced with those proceeds and the investment of the Bond proceeds and of certain other related money, in order to establish and maintain the exclusion of the interest on the Bonds from gross income for federal income tax purposes.

**4.** The City adopted a Tax-Exempt Financing Compliance Policy and Procedure on May 7, 2012, as it may from time to time be amended (the "Tax Compliance Procedure") for the purpose of setting out general procedures to continuously monitor and comply with the federal income tax requirements set out in the Code and the Regulations.

**5.** This Tax Agreement is entered into as required by the Tax Compliance Procedure to set out specific tax compliance procedures applicable to the Bonds.

**NOW, THEREFORE,** in consideration of the foregoing and the mutual representations, covenants and agreements set forth in this Tax Agreement, the City and the Trustee represent, covenant and agree as follows:

## ARTICLE I

## DEFINITIONS

**Section 1.1. Definitions of Words and Terms.** Except as otherwise provided in this Tax Agreement or unless the context otherwise requires, capitalized words and terms used in this Tax Agreement have the same meanings as set forth in the Indenture, and certain other words and phrases have the meanings assigned in Code §§ 103, 141-150 and the Regulations. The following words and terms used in this Tax Agreement have the following meanings:

**"Adjusted Gross Proceeds"** means the Gross Proceeds of the Bonds reduced by amounts (a) in a Bona Fide Debt Service Fund or a reasonably required reserve or replacement fund, (b) that as of the Issue Date are not expected to be Gross Proceeds, but which arise after the end of the applicable spending period, and (c) representing grant repayments or sale or Investment proceeds of any purpose Investment.

**"Annual Compliance Checklist"** means a checklist for the Bonds designed to measure compliance with the requirements of this Tax Agreement and the Tax Compliance Procedure after the Issue Date as further described in **Section 4.2(c)** and substantially in the form attached as **Exhibit E**.

**"Available Construction Proceeds"** means the sale proceeds of the Bonds increased by (i) Investment earnings on the sale proceeds, (ii) earnings on amounts in a reasonably required reserve or replacement fund allocable to the Bonds but not funded from the Bonds, and (iii) earnings on such earnings, reduced by sale proceeds (A) in any reasonably required reserve fund or (B) used to pay issuance costs of the Bonds. But Available Construction Proceeds do not include Investment earnings on amounts in a reasonably required reserve or replacement fund after the earlier of (a) the second anniversary of the Issue Date or (b) the date the Financed Facility is substantially completed.

**"Bona Fide Debt Service Fund"** means a fund, which may include Bond proceeds, that (a) is used primarily to achieve a proper matching of revenues with principal and interest payments within each Bond Year; and (b) is depleted at least once each Bond Year, except for a reasonable carryover amount not to exceed the greater of (1) the earnings on the fund for the immediately preceding Bond Year, or (2) one-twelfth of the principal and interest payments on the Bonds for the immediately preceding Bond Year.

**"Bond"** or **"Bonds"** means any bond or bonds described in the recitals, authenticated and delivered under the Indenture.

**"Bond Compliance Officer"** means the City's Director of Finance or other person named in the Tax Compliance Procedure.

**"Bond Counsel"** means Gilmore & Bell, P.C., or other firm of nationally recognized bond counsel acceptable to the City.

**"Bond Year"** means each one-year period (or shorter period for the first Bond Year) ending November 1, or another one-year period selected by the City.

**"City"** means the City of Springfield, Missouri and its successors and assigns, or any body, agency or instrumentality of the State of Missouri succeeding to or charged with the powers, duties and functions of the City.

**"Code"** means the Internal Revenue Code of 1986, as amended.

**"Computation Date"** means each date on which arbitrage rebate for the Bonds is computed. The City may treat any date as a Computation Date, subject to the following limits:

(a) the first rebate installment payment must be made for a Computation Date not later than five years after the Issue Date;

(b) each subsequent rebate installment payment must be made for a Computation Date not later than five years after the previous Computation Date for which an installment payment was made; and

(c) the date the last Bond is discharged is the final Computation Date.

The City selects _____, 2031 as the first Computation Date but reserves the right to select a different date consistent with the Regulations.

**"Final Written Allocation"** means the Final Written Allocation of expenditures prepared by the Bond Compliance Officer in accordance with the Tax Compliance Procedure and **Section 4.2(b)** of this Tax Agreement.

**"Financed Facility"** means the portion of the Project being financed or refinanced with the proceeds of the Bonds as described on **Exhibit D**.

**"Gross Proceeds"** means (a) sale proceeds (any amounts actually or constructively received by the City from the sale of the Bonds, including amounts used to pay underwriting discount or fees, but excluding pre-issuance accrued interest), (b) Investment proceeds (any amounts received from investing sale proceeds, (c) any amounts held in a sinking fund for the Bonds, (d) any amounts held in a pledged fund or reserve fund for the Bonds, (e) any other replacement proceeds and (f) any transferred proceeds. Specifically, Gross Proceeds includes (but is not limited to) amounts held in the following funds and accounts:

(1) Project Fund.
(2) Costs of Issuance Fund.
(3) Debt Service Fund.
(4) Rebate Fund (to the extent funded with sale proceeds or Investment proceeds of the Bonds).

**"Guaranteed Investment Contract"** is any Investment with specifically negotiated withdrawal or reinvestment provisions and a specifically negotiated interest rate, including any agreement to supply Investments on two or more future dates (*e.g.*, a forward supply contract).

**"Indenture"** means the Trust Indenture, dated the date of this Tax Agreement, between the City and the Trustee, as amended and supplemented in accordance with the provisions of the Indenture.

**"Investment"** means any security, obligation, annuity contract or other investment-type property that is purchased directly with, or otherwise allocated to, Gross Proceeds. This term does not include a tax-exempt bond, except for "specified private activity bonds" as defined in Code § 57(a)(5)(C), but it does include the investment element of most interest rate caps.

**"IRS"** means the United States Internal Revenue Service.

**"Issue Date"** means _____, 2026.

**"Management or Service Agreement"** means a legal agreement defined in Regulations § 1.141-3(b) as a management, service, or incentive payment contract with an entity that provides services involving all or a portion of any function of the Financed Facility, such as a contract to manage the entire

Financed Facility or a portion of the Financed Facility. Contracts for services that are solely incidental to the primary governmental function of the Financed Facility (for example, contracts for janitorial, office equipment repair, billing, or similar services), however, are not treated as Management or Service Agreements.

**"Measurement Period"** means, with respect to each item of property financed as part of the Financed Facility, the period beginning on the later of (a) the Issue Date or (b) the date the property is placed in service and ending on the earlier of (1) the final maturity date of the Bonds or (2) the end of the expected economic useful life of the property.

**"Minor Portion"** means the lesser of $100,000 or 5% of the sale proceeds of the Bonds.

**"Net Proceeds"** means when used in reference to the Bonds, the sale proceeds (excluding pre-issuance accrued interest), less an allocable share of any proceeds deposited in a reasonably required reserve or replacement fund, plus an allocable share of all Investment earnings on such sale proceeds.

**"Non-Qualified Use"** means use of Bond proceeds or the Financed Facility in a trade or business carried on by any Non-Qualified User. The rules set out in Regulations § 1.141-3 determine whether Bond proceeds or the Financed Facility are "used" in a trade or business. Generally, ownership, a lease, or any other use that grants a Non-Qualified User a special legal right or entitlement with respect to the Financed Facility, will constitute use under Regulations § 1.141-3.

**"Non-Qualified User"** means any person or entity other than a Qualified User.

**"Official Intent Date"** means _____, 2026 as described in **Section 2.1(i)**.

**"Opinion of Bond Counsel"** means the written opinion of Gilmore & Bell, P.C. or other nationally recognized firm of bond counsel. Unless otherwise specifically noted herein an Opinion of Bond Counsel must conclude that the action or proposed action or the failure to act or proposed failure to act for which the opinion is required will not adversely affect the exclusion of the interest on the Bonds from gross income for federal income tax purposes.

**"Post-Issuance Tax Requirements"** means those requirements related to the use of proceeds of the Bonds, the use of the Financed Facility and the investment of Gross Proceeds after the Issue Date of the Bonds.

**"Project"** means all of the property being acquired, developed, constructed, renovated, and equipped by the City using Bond proceeds and Qualified Equity, as described on **Exhibit D**.

**"Qualified Equity"** means funds that are not derived from proceeds of a tax-exempt financing that are spent on the Project at any time during the period beginning not earlier than the later of (a) 60 days prior to the Official Intent Date or (b) three years prior to the Issue Date, and ending not later than the date the Project is capable of and actually used at substantially its designed level. Qualified Equity excludes an ownership interest in real property or tangible personal property.

**"Qualified Use Agreement"** means any of the following:

(a) A lease or other short-term use by members of the general public who occupy the Financed Facility on a short-term basis in the ordinary course of the City's governmental purposes.

(b) Agreements with Qualified Users or Non-Qualified Users to use all or a portion of the Financed Facility for a period up to 200 days in length pursuant to an arrangement whereby (1) the use of the Financed Facility under the same or similar arrangements is predominantly by natural persons who are not engaged in a trade or business and (2) the compensation for the use is determined based on generally applicable, fair market value rates that are in effect at the time the agreement is entered into or renewed. Any Qualified User or Non-Qualified User using all or any portion of the Financed Facility under this type of arrangement may have a right of first refusal to renew the agreement at rates generally in effect at the time of the renewal.

(c) Agreements with Qualified Users or Non-Qualified Users to use all or a portion of the Financed Facility for a period up to 100 days in length pursuant to arrangements whereby (1) the use of the property by the person would be general public use but for the fact that generally applicable and uniformly applied rates are not reasonably available to natural persons not engaged in a trade or business, (2) the compensation for the use under the arrangement is determined based on applicable, fair market value rates that are in effect at the time the agreement is entered into or renewed, and (3) the Financed Facility was not constructed for a principal purpose of providing the property for use by that Qualified User or Non-Qualified User. Any Qualified User or Non-Qualified User using all or any portion of the Financed Facility under this type of arrangement may have a right of first refusal to renew the agreement at rates generally in effect at the time of the renewal.

(d) Agreements with Qualified Users or Non-Qualified Users to use all or a portion of the Financed Facility for a period up to 50 days in length pursuant to a negotiated arm's-length arrangement at fair market value so long as the Financed Facility was not constructed for a principal purpose of providing the property for use by that person.

**"Qualified User"** means a State, territory, possession of the United States, the District of Columbia, or any political subdivision thereof, or any instrumentality of such entity, but it does not include the United States or any agency or instrumentality of the United States.

**"Reasonable Retainage"** means Gross Proceeds retained by the City for reasonable business purposes, such as to ensure or promote compliance with a construction contract; provided that such amount may not exceed (a) for purposes of the 18-month spending test, 5% of net sale proceeds of the Bonds on the date 18 months after the Issue Date, or (b) for purposes of the 2-year spending test, 5% of the Available Construction Proceeds as of the end of the 2-year spending period.

**"Rebate Analyst"** means Gilmore & Bell, P.C., or such otehr rebate analyst selected pursuant to this Tax Agreement.

**"Regulations"** means all Regulations issued by the U.S. Treasury Department to implement the provisions of Code §§ 103 and 141 through 150 and applicable to the Bonds.

**"Tax Agreement"** means this Tax Compliance Agreement as it may from time to time be amended and supplemented in accordance with its terms.

**"Tax Compliance Procedure"** means the City's Tax-Exempt Financing Compliance Policy and Procedure, dated May 7, 2012, as it may from time to time be amended.

**"Tax-Exempt Bond File"** means documents and records for the Bonds maintained by the Bond Compliance Officer pursuant to the Tax Compliance Procedure.

**"Transcript"** means the Transcript of Proceedings relating to the authorization and issuance of the Bonds.

**"Trustee"** means BOKF, N.A., and its successor or successors and any other corporation or association which at any time may be substituted in its place at the time serving as Trustee under the Indenture.

**"Underwriter"** means Stifel, Nicolaus & Company, Incorporated, underwriter of the Bonds.

**"Yield"** means yield on the Bonds, computed under Regulations § 1.148-4, and yield on an Investment, computed under Regulations § 1.148-5.

## ARTICLE II

## GENERAL REPRESENTATIONS AND COVENANTS

**Section 2.1. Representations and Covenants of the City.** The City represents and covenants as follows:

(a) *Organization and Authority*. The City (1) is a political subdivision organized and existing under the laws of the State of Missouri, and (2) has lawful power and authority to issue the Bonds for the purposes set forth in the Indenture, to enter into, execute and deliver the Indenture, the Bonds, and this Tax Agreement and to carry out its obligations under this Tax Agreement and under such documents, and (3) by all necessary action has been duly authorized to execute and deliver the Indenture, the Bonds, and this Tax Agreement, acting by and through its duly authorized officials.

(b) *Tax-Exempt Status of Bonds–General Representation and Covenants and Allocation of Proceeds to Project*.

(1) In order to maintain the exclusion of the interest on the Bonds from gross income for federal income tax purposes, the City (1) will take whatever action, and refrain from whatever action, necessary to comply with the applicable requirements of the Code; (2) will not use or invest, or permit the use or Investment of, any Bond proceeds, other money held under the Indenture, or other funds of the City, in a manner that would violate applicable provisions of the Code; and (3) will not use, or permit the use of, any portion of the Financed Facility in a manner that would cause any Bond to become a "private activity bond" as defined in Code § 141.

(2) The City will finance the Project with Bond proceeds and Qualified Equity. For purposes of the covenants in this **Section 2.1** relating to Non-Qualified Use of the Project, any Non-Qualified Use shall be treated as first allocated entirely to the portion of the Project financed with Qualified Equity, and then, but only to the extent of any excess Non-Qualified Use, to the portion of the Project financed by Bond proceeds (that is, the Financed Facility).

(c) *Governmental Obligations–Use of Proceeds*. Throughout the Measurement Period, all of the Financed Facility is expected to be owned by the City or another Qualified User. Throughout the

Measurement Period, no portion of the Financed Facility is expected to be used in a Non-Qualified Use. Throughout the Measurement Period, the City will not permit any Non-Qualified Use of the Financed Facility without first obtaining an Opinion of Bond Counsel.

(d) *Governmental Obligations–Private Security or Payment*. As of the Issue Date, the City expects that none of the principal of and interest on the Bonds will be (under the terms of the Bonds or any underlying arrangement) directly or indirectly:

(1) secured by (i) any interest in property used or to be used for a Non-Qualified Use, or (ii) any interest in payments in respect of such property; or

(2) derived from payments (whether or not such payments are made to the City) in respect of property, or borrowed money, used or to be used for a Non-Qualified Use.

For purposes of the foregoing, taxes of general application, including payments in lieu of taxes, are not treated as private payments or as private security. The City will not permit any private security or payment with respect to the Bonds without first obtaining an Opinion of Bond Counsel.

(e) *No Private Loan.* Not more than 5% of the Net Proceeds of the Bonds will be loaned directly or indirectly to any Non-Qualified User.

(f) *Management or Service Agreements*. As of the Issue Date, the City has no Management or Service Agreements with Non-Qualified Users. During the Measurement Period, the City will not enter into or renew any Management or Service Agreement with any Non-Qualified User without first obtaining an Opinion of Bond Counsel.

(g) *Leases*. As of the Issue Date, the City has not entered into any leases of any portion of the Financed Facility other than Qualified Use Agreements with a term of less than 50 days. During the Measurement Period, the City will not enter into or renew any lease or similar agreement or arrangement other than a Qualified Use Agreement without first obtaining an Opinion of Bond Counsel.

(h) *Limit on Maturity of Bonds*. A list of the assets included in the Financed Facility and a computation of the "average reasonably expected economic life" is attached to this Tax Agreement as **Exhibit D**. Based on this computation, the "average maturity" of the Bonds, as computed by Bond Counsel, does not exceed 120% of the average reasonably expected economic life of the Financed Facility.

(i) *Expenditure of Bond Proceeds*.

(1) Allocation. The City will evidence each allocation of the proceeds of the Bonds and Qualified Equity for the Project to an expenditure in writing. No allocation will be made more than 18 months following the later of (i) the date of the expenditure or (ii) the date the Financed Facility was placed in service.

(2) Reimbursement of Expenditures; Official Intent. On the Official Intent Date, the governing body of the City adopted a resolution declaring the intent of the City to finance the Financed Facility with tax-exempt bonds and to reimburse the City for expenditures made for the Financed Facility prior to the issuance of those bonds. A copy of the resolution is attached to this Tax Agreement as **Exhibit C**. [The City does not plan to allocate any proceeds of the Bonds to reimburse an expenditure paid prior to the Issue Date. In any event, no reimbursement allocation

will be made for an expenditure made more than 3 years before the date of the reimbursement allocation.]

(j) *Registered Bonds*. The Indenture requires that all of the Bonds will be issued and held in registered form within the meaning of Code § 149(a).

(k) *Bonds Not Federally Guaranteed*. The City will not take any action or permit any action to be taken which would cause any Bond to be "federally guaranteed" within the meaning of Code § 149(b).

(l) *IRS Form 8038-G*. Bond Counsel will prepare Form 8038-G (Information Return for Tax-Exempt Governmental Obligations) based on the representations and covenants of the City contained in this Tax Agreement or otherwise provided by the City. Bond Counsel will sign the return as a paid preparer following completion and will then deliver copies to the City for execution and for the City's records. City agrees to timely execute and return to Bond Counsel the execution copy of Form 8038-G for filing with the IRS. A copy of the "as-filed" copy along with proof of filing will be included as **Exhibit B**.

(m) *Hedge Bonds*. At least 85% of the net sale proceeds (the sale proceeds of the Bonds less any sale proceeds invested in a reserve fund) of the Bonds will be used to carry out the governmental purpose of the Bonds within 3 years after the Issue Date, and not more than 50% of the proceeds of the Bonds will be invested in Investments having a substantially guaranteed Yield for 4 years or more.

(n) *Compliance with Future Tax Requirements*. The City understands that the Code and the Regulations may impose new or different restrictions and requirements on the City in the future. The City will comply with such future restrictions that are necessary to maintain the exclusion of the interest on the Bonds from gross income for federal income tax purposes.

(o) *Single Issue; No Other Issues*. The Bonds constitute a single "issue" under Regulations § 1.150-1(c). No other debt obligations of the City (1) are being sold within 15 days of the sale of the Bonds, (2) are being sold under the same plan of financing as the Bonds, and (3) are expected to be paid from substantially the same source of funds as the Bonds (disregarding guarantees from unrelated parties, such as bond insurance).

(p) *Interest Rate Swap.* As of the Issue Date, the City has not entered into an interest rate swap agreement or any other similar arrangement designed to modify its interest rate risk with respect to the Bonds. The City will not enter into any such arrangement in the future without obtaining an Opinion of Bond Counsel.

(q) *Guaranteed Investment Contract.* As of the Issue Date, the City does not expect to enter into a Guaranteed Investment Contract for any Gross Proceeds of the Bonds. The City will be responsible for complying with Section 4.4(d) if it decides to enter into a Guaranteed Investment Contract at a later date.

(r) *Bank Qualified Tax-Exempt Obligation.* The Bonds have not been designated "qualified tax-exempt obligations" under Code § 265(b)(3).

**Section 2.2. Representations and Covenants of the Trustee.** The Trustee represents and covenants to the City as follows:

(a) The Trustee will comply with the provisions of this Tax Agreement that apply to it as Trustee and any written letter or Opinion of Bond Counsel, specifically referencing the Bonds and received by the Trustee, that sets forth any action necessary to comply with any statute, regulation or ruling that may apply to it as Trustee and relating to reporting requirements or other requirements necessary to maintain the exclusion of the interest on the Bonds from gross income for federal income tax purposes.

(b) The Trustee, acting on behalf of the City, may from time to time cause a firm of attorneys, consultants or independent accountants or an Investment banking firm to provide the Trustee with such information as it may request in order to determine all matters relating to (1) the Yield on the Bonds as it relates to any data or conclusions necessary to verify that the Bonds are not "arbitrage bonds" within the meaning of Code § 148, and (2) compliance with arbitrage rebate requirements of Code § 148(f). The City will pay all costs and expenses incurred in connection with supplying the foregoing information.

(c) The Trustee, acting on behalf of the City, will retain records related to the investment and expenditure of Gross Proceeds held in funds and accounts maintained by the Trustee and any records provided to the Trustee by the City related to the Post-Issuance Tax Requirements in accordance with **Section 4.2(a)** of this Tax Agreement. The Trustee will retain these records until three years following the final maturity of (1) the Bonds or (2) any obligation issued to refund the Bonds; provided, however, if the Trustee is not retained to serve as bond trustee for any obligation issued to refund the Bonds (a "Refunding Obligation"), then the Trustee may satisfy its record retention duties under this **Section 2.2(c)** by providing copies of all records in its possession related to the Bonds to the bond trustee for the Refunding Obligation or other party agreed upon by the City.

**Section 2.3. Survival of Representations and Covenants.** All representations, covenants and certifications of the City and the Trustee contained in this Tax Agreement or in any certificate or other instrument delivered by the City or the Trustee under this Tax Agreement, will survive the execution and delivery of such documents and the issuance of the Bonds, as representations of facts existing as of the date of execution and delivery of the instruments containing such representations. The foregoing covenants of this Section will remain in full force and effect notwithstanding the defeasance of the Bonds.

## ARTICLE III

## ARBITRAGE CERTIFICATIONS AND COVENANTS

**Section 3.1. General.** The purpose of this **Article III** is to certify, under Regulations § 1.148-2(b), the City's expectations as to the sources, uses and investment of Bond proceeds and other money, in order to support the City's conclusion that the Bonds are not arbitrage bonds. The person executing this Tax Agreement on behalf of the City is an officer of the City responsible for issuing the Bonds.

**Section 3.2. Reasonable Expectations.** The facts, estimates and expectations set forth in this **Article III** are based upon and in reliance upon the City's understanding of the documents and certificates that comprise the Transcript, and the representations, covenants and certifications of the parties contained therein. To the City's knowledge, the facts and estimates set forth in this Tax Agreement are accurate, and the expectations of the City set forth in this Tax Agreement are reasonable. The City has no

knowledge that would cause it to believe that the representations, warranties and certifications described in this Tax Agreement are unreasonable or inaccurate or may not be relied upon.

**Section 3.3. Purpose of Financing.** The Bonds are being issued for the purpose of (a) providing funds to finance the costs of the Financed Facility and (b) paying certain costs of issuing the Bonds.

**Section 3.4. Funds and Accounts.** The following funds and accounts have been established under the Indenture:

(1) Project Fund.
(2) Costs of Issuance Fund.
(3) Debt Service Fund.
(4) Rebate Fund.

**Section 3.5. Amount and Use of Bond Proceeds and Other Money.**

(a) *Amount of Bond Proceeds.* The total proceeds to be received by the City from the sale of the Bonds will be as follows:

| | |
|---|---|
| Principal Amount | $_____.00 |
| Net Original Issue Premium | ____.00 |
| Underwriting Discount | ____(_____.00)___ |
| Total Proceeds Received by City | $_____.__ |

(b) *Use of Bond Proceeds and other Amounts.* The Bond proceeds and other amounts are expected to be allocated to expenditures as follows:

(1) $_____ of Bond proceeds will be deposited in the Costs of Issuance Fund and will be used to pay certain costs of issuing the Bonds.

(2) $_____ of Bond proceeds will be deposited in the Project Fund and will be used to pay costs of the Financed Facility.

**Section 3.6. Multipurpose Issue.** Reserved.

**Section 3.7. No Refunding.** No proceeds of the Bonds will be used to pay principal of or interest on any other debt obligation.

**Section 3.8. Project Completion.** The City has incurred, or will incur within 6 months after the Issue Date, a substantial binding obligation to a third party to spend at least 5% of the Net Proceeds of the Bonds on the Financed Facility. The completion of the Financed Facility and the allocation of the Net Proceeds of the Bonds to expenditures will proceed with due diligence. At least 85% of the Net Proceeds of the Bonds will be allocated to expenditures on the Financed Facility within 3 years after the Issue Date.

**Section 3.9. Sinking Funds.** The City is required to make periodic payments in amounts sufficient to pay the principal of and interest on the Bonds. Such payments will be deposited into the Debt Service Fund. Except for the Debt Service Fund, no sinking fund or other similar fund that is expected to be used to pay principal of or interest on the Bonds has been established or is expected to be

established. The Debt Service Fund is used primarily to achieve a proper matching of revenues with principal and interest payments on the Bonds within each Bond Year, and the City expects that the Debt Service Fund will qualify as a Bona Fide Debt Service Fund.

**Section 3.10. Reserve, Replacement and Pledged Funds.**

(a) *Debt Service Reserve Fund*. No reserve or replacement fund has been established for the Bonds.

(b) *No other Replacement or Pledged Funds*. None of the Bond proceeds will be used as a substitute for other funds that were intended or earmarked to pay costs of the Financed Facility, and that instead has been or will be used to acquire higher yielding Investments. Except for the Debt Service Fund, there are no other funds pledged or committed in a manner that provides a reasonable assurance that such funds would be available for payment of the principal of or interest on the Bonds if the City encounters financial difficulty.

**Section 3.11. Purpose Investment Yield.** The proceeds of the Bonds will not be used to purchase an Investment for the purpose of carrying out the governmental purpose of the financing.

**Section 3.12. Issue Price and Yield on Bonds.**

(a) *Issue Price*. Based on the Underwriter's certifications in the Underwriter's Receipt for Bonds and Closing Certificate, the City hereby elects to establish the issue prices of the Bonds, pursuant to Regulations § 1.148-1(f)(2)(i) (relating to the so-called "general rule"). Therefore, the aggregate issue price of the Bonds for such purpose is $_____.

(b) *Bond Yield*. Based on the issue price, the Yield on the Bonds is _____%, as computed by Bond Counsel as shown on **Exhibit A**. The City has not entered into an interest rate swap agreement with respect to any portion of the proceeds of the Bonds.

**Section 3.13. Miscellaneous Arbitrage Matters.**

(a) *No Abusive Arbitrage Device*. The Bonds are not and will not be part of a transaction or series of transactions that has the effect of (1) enabling the City to exploit the difference between tax-exempt and taxable interest rates to gain a material financial advantage, and (2) overburdening the tax-exempt bond market.

(b) *No Over-Issuance.* The sale proceeds of the Bonds, together with expected Investment earnings thereon and other money contributed by the City, do not exceed the cost of the governmental purpose of the Bonds as described above.

**Section 3.14. Conclusion.** On the basis of the facts, estimates and circumstances set forth in this Tax Agreement, the City does not expect that the Bond proceeds will be used in a manner that would cause any Bond to be an "arbitrage bond" within the meaning of Code § 148 and the Regulations.

## ARTICLE IV

## POST-ISSUANCE TAX REQUIREMENTS, POLICIES AND PROCEDURES

### Section 4.1. General.

(a) *Purpose of Article*. The purpose of this **Article IV** is to supplement the Tax Compliance Procedure and to set out specific policies and procedures governing compliance with the federal income tax requirements that apply after the Bonds are issued. The City recognizes that interest on the Bonds will remain excludable from gross income only if the Post-Issuance Tax Requirements are followed after the Issue Date. The City further acknowledges that written evidence substantiating the Post-Issuance Tax Requirements must be retained in order to permit the Bonds to be refinanced with tax-exempt obligations and substantiate the position that interest on the Bonds is exempt from gross income in the event of an audit of the Bonds by the IRS.

(b) *Written Policies and Procedures of the City.* The City intends for the Tax Compliance Procedure, as supplemented by this Tax Agreement, to be its primary written policies and procedures for monitoring compliance with the Post-Issuance Tax Requirements for the Bonds and to supplement any other formal policies and procedures related to tax compliance that the City has established. The provisions of this Tax Agreement are intended to be consistent with the Tax Compliance Procedure. In the event of any inconsistency between the Tax Compliance Procedure and this Tax Agreement, the terms of this Tax Agreement will govern.

(c) *Bond Compliance Officer.* The City when necessary to fulfill its Post-Issuance Tax Requirements will, through its Bond Compliance Officer, sign Form 8038-T in connection with the payment of arbitrage rebate or yield reduction payments, participate in any federal income tax audit of the Bonds or related proceedings under a voluntary compliance agreement procedures (VCAP) or undertake a remedial action procedure pursuant to Regulations § 1.141-12. In each case, all costs and expenses incurred by the City shall be treated as a reasonable cost of administering the Bonds and the City shall be entitled to reimbursement and recovery of its costs to the same extent as provided in the Indenture or State law.

### Section 4.2. Record Keeping, Use of Bond Proceeds and Use of Financed Facility.

(a) *Record Keeping*. The Bond Compliance Officer will maintain the Tax-Exempt Bond File for the Bonds in accordance with the Tax Compliance Procedure. Unless otherwise specifically instructed in a written Opinion of Bond Counsel or to the extent otherwise provided in this Tax Agreement, the Bond Compliance Officer shall retain records related to the Post-Issuance Tax Requirements until 3 years following the final maturity of (1) the Bonds or (2) any obligation issued to refund the Bonds. Any records maintained electronically must comply with Section 4.01 of Revenue Procedure 97-22, which generally provides that an electronic storage system must (i) ensure an accurate and complete transfer of the hardcopy records which indexes, stores, preserves, retrieves and reproduces the electronic records, (ii) include reasonable controls to ensure integrity, accuracy and reliability of the electronic storage system and to prevent unauthorized alteration or deterioration of electronic records, (iii) exhibit a high degree of legibility and readability both electronically and in hardcopy, (iv) provide support for other books and records of the City and (v) not be subject to any agreement that would limit the ability of the IRS to access and use the electronic storage system on the City's premises.

(b) *Accounting and Allocation of Bond Proceeds and Qualified Equity to Expenditures*. The Bond Compliance Officer will account for the investment and expenditure of Bond proceeds in the level

of detail required by the Tax Compliance Procedure. The Bond Compliance Officer will supplement the expected allocation of Bond proceeds and Qualified Equity to expenditures with a Final Written Allocation as required by the Tax Compliance Procedure. A sample form of Final Written Allocation is attached as **Exhibit F**.

(c) *Annual Compliance Checklist*. Attached as **Exhibit E** is a sample Annual Compliance Checklist for the Bonds. The Bond Compliance Officer will prepare and complete an Annual Compliance Checklist for the Financed Facility at least annually in accordance with the Tax Compliance Procedure. In the event the Annual Compliance Checklist identifies a deficiency in compliance with the requirements of this Tax Agreement, the Bond Compliance Officer will take the actions identified in an Opinion of Bond Counsel or the Tax Compliance Procedure to correct any deficiency.

(d) *Opinions of Bond Counsel.* The Bond Compliance Officer is responsible for obtaining and delivering to the City and the Trustee any Opinion of Bond Counsel required under the provisions of this Tax Agreement, including any Opinion of Bond Counsel required by this Tax Agreement or the Annual Compliance Checklist.

**Section 4.3. Temporary Periods/Yield Restriction.** Except as described below, the City will not invest Gross Proceeds at a Yield greater than the Yield on the Bonds:

(a) *Project Fund and Costs of Issuance Fund*. Bond proceeds deposited in the Project Fund and Costs of Issuance Fund and investment earnings on those proceeds may be invested without Yield restriction for up to 3 years following the Issue Date. If any unspent proceeds remain in those funds after 3 years, those amounts may continue to be invested without Yield restriction so long as the City pays to the IRS all Yield reduction payments in accordance with Regulations § 1.148-5(c). These payments are required whether or not the Bonds are exempt from the arbitrage rebate and yield reduction amounts requirements of Code § 148.

(b) *Debt Service Fund*. To the extent that the Debt Service Fund qualifies as a Bona Fide Debt Service Fund, money in such account may be invested without Yield restriction for 13 months after the date of deposit. Earnings on such amounts may be invested without Yield restriction for one year after the date of receipt of such earnings.

(c) *Minor Portion*. In addition to the amounts described above, Gross Proceeds not exceeding the Minor Portion may be invested without Yield restriction.

**Section 4.4. Fair Market Value.**

(a) *General*. No Investment may be acquired with Gross Proceeds for an amount (including transaction costs) in excess of the fair market value of such Investment, or sold or otherwise disposed of for an amount (including transaction costs) less than the fair market value of the Investment. The fair market value of any Investment is the price a willing buyer would pay to a willing seller to acquire the Investment in a bona fide, arm's-length transaction. Fair market value will be determined in accordance with Regulations § 1.148-5.

(b) *Established Securities Market*. Except for Investments purchased for a Yield-restricted defeasance escrow, if an Investment is purchased or sold in an arm's-length transaction on an established securities market (within the meaning of Code § 1273), the purchase or sale price constitutes the fair market value. Where there is no established securities market for an Investment, market value must be established using one of the paragraphs below. The fair market value of Investments purchased for a

Yield-restricted defeasance escrow must be determined in a bona fide solicitation for bids that complies with Regulations § 1.148-5.

(c) *Certificates of Deposit*. The purchase price of a certificate of deposit (a "CD") is treated as its fair market value on the purchase date if (1) the CD has a fixed interest rate, a fixed payment schedule, and a substantial penalty for early withdrawal, (2) the Yield on the CD is not less than the Yield on reasonably comparable direct obligations of the United States, and (3) the Yield is not less than the highest Yield published or posted by the CD issuer to be currently available on reasonably comparable CDs offered to the public.

(d) *Guaranteed Investment Contracts*. The purchase price of a Guaranteed Investment Contract is treated as its fair market value on the purchase date if all of the following requirements are met:

(1) Bona Fide Solicitation for Bids. The City or the Trustee makes a bona fide solicitation for the Guaranteed Investment Contract, using the following procedures:

(i) The bid specifications are in writing and are timely forwarded to potential providers.

(ii) The bid specifications include all "material" terms of the bid. A term is material if it may directly or indirectly affect the Yield or the cost of the Guaranteed Investment Contract.

(iii) The bid specifications include a statement notifying potential providers that submission of a bid is a representation (A) that the potential provider did not consult with any other potential provider about its bid, (B) that the bid was determined without regard to any other formal or informal agreement that the potential provider has with the City, the Trustee, or any other person (whether or not in connection with the bond issue), and (C) that the bid is not being submitted solely as a courtesy to the City, the Trustee, or any other person, for purposes of satisfying the requirements of the Regulations.

(iv) The terms of the bid specifications are "commercially reasonable." A term is commercially reasonable if there is a legitimate business purpose for the term other than to increase the purchase price or reduce the Yield of the Guaranteed Investment Contract.

(v) The terms of the solicitation take into account the City's reasonably expected deposit and draw-down schedule for the amounts to be invested.

(vi) All potential providers have an equal opportunity to bid. For example, no potential provider is given the opportunity to review other bids (*i.e.*, a last look) before providing a bid.

(vii) At least three "reasonably competitive providers" are solicited for bids. A reasonably competitive provider is a provider that has an established industry reputation as a competitive provider of the type of Investments being purchased.

(2) Bids Received. The bids received must meet all of the following requirements:

(i) At least three bids are received from providers that were solicited as described above and that do not have a "material financial interest" in the issue. For this purpose, (A) a lead underwriter in a negotiated underwriting transaction is deemed to have a material financial interest in the issue until 15 days after the Issue Date of the issue, (B) any entity acting as a financial advisor with respect to the purchase of the Guaranteed Investment Contract at the time the bid specifications are forwarded to potential providers has a material financial interest in the issue, and (C) a provider that is a related party to a provider that has a material financial interest in the issue is deemed to have a material financial interest in the issue.

(ii) At least one of the three bids received is from a reasonably competitive provider, as defined above.

(iii) If an agent or broker is used to conduct the bidding process, the agent or broker did not bid to provide the Guaranteed Investment Contract.

(3) Winning Bid. The winning bid is the highest yielding bona fide bid (determined net of any broker's fees).

(4) Fees Paid. The obligor on the Guaranteed Investment Contract certifies the administrative costs that it pays (or expects to pay, if any) to third parties in connection with supplying the Guaranteed Investment Contract.

(5) Records. The City and the Trustee retain the following records with the Bond documents until three years after the last outstanding Bond is redeemed:

(i) A copy of the Guaranteed Investment Contract.

(ii) The receipt or other record of the amount actually paid for the Guaranteed Investment Contract, including a record of any administrative costs paid by the City or the Trustee, and the certification as to fees paid, described in paragraph (d)(4) above.

(iii) For each bid that is submitted, the name of the person and entity submitting the bid, the time and date of the bid, and the bid results.

(iv) The bid solicitation form and, if the terms of Guaranteed Investment Contract deviated from the bid solicitation form or a submitted bid is modified, a brief statement explaining the deviation and stating the purpose for the deviation.

(e) *Other Investments*. If an Investment is not described above, the fair market value may be established through a competitive bidding process, as follows:

(1) at least three bids on the Investment must be received from persons with no financial interest in the Bonds (*e.g.,* as underwriters or brokers); and

(2) the Yield on the Investment must be equal to or greater than the Yield offered under the highest bid.

**Section 4.5. Certain Gross Proceeds Exempt from the Rebate Requirement.**

(a) *General.* A portion of the Gross Proceeds of the Bonds may be exempt from rebate pursuant to one or more of the following exceptions. The exceptions typically will not apply with respect to all Gross Proceeds of the Bonds and will not otherwise affect the application of the Investment limitations described in **Section 4.3**. Unless specifically noted, the obligation to compute, and if necessary, to pay rebate as set forth in **Section 4.6** applies even if a portion of the Gross Proceeds of the Bonds is exempt from the rebate requirement. To the extent all or a portion of the Bonds is exempt from rebate the Rebate Analyst may account for such fact in connection with its preparation of a rebate report described in **Section 4.6**. The City may defer the final rebate Computation Date and the payment of rebate for the Bonds to the extent permitted by Regulations §§ 1.148-7(b)(1) and 1.148-3(e)(2) but only in accordance with specific written instructions provided by the Rebate Analyst.

(b) *Applicable Spending Exceptions*.

(1) The City expects that at least 75% of the Available Construction Proceeds will be used for construction or rehabilitation expenditures for property owned by the City.

(2) The following optional rebate spending exceptions can apply to the Bonds:

- 6-month spending exception (Code § 148(f)(4)(B) and Regulations § 1.148-7(c)).
- 18-month spending exception (Regulations § 1.148-7(d)).
- 2-year spending exception (Code § 148(f)(4)(C) and Regulations § 1.148-7(e)).

(3) The City expects to earn approximately $_____ in Investment earnings on Bond proceeds in the Project Fund.

(c) *Special Elections Made with Respect to Spending Exception Elections.* No special elections are being made in connection with the application of the spending exceptions.

(d) *Bona Fide Debt Service Fund.* To the extent that the Debt Service Fund qualifies as a Bona Fide Debt Service Fund, Investment earnings in the fund cannot be taken into account in computing arbitrage rebate and yield reduction amounts (1) with respect to such portion that meets the 6-month, 18-month or 2-year spending exception, or (2) for a given Bond Year, if the gross earnings on the Debt Service Fund for such Bond Year are less than $100,000. If the average annual debt service on the Bonds does not exceed $2,500,000, the $100,000 earnings test may be treated as satisfied in every Bond Year.

(e) *Documenting Application of Spending Exception.* At any time prior to the first Computation Date, the City may engage the Rebate Analyst to determine whether one or more spending exceptions has been satisfied, and the extent to which the City must continue to comply with **Section 4.6** hereof.

(f) *General Requirements for Spending Exception.* The following general requirements apply in determining whether a spending exception is met.

(1) Using Adjusted Gross Proceeds or Available Construction Proceeds to pay principal of any Bonds is not taken into account as an expenditure for purposes of meeting any of the spending tests.

(2) The 6-month spending exception generally is met if all Adjusted Gross Proceeds of the Bonds are spent within 6 months following the Issue Date. The test may still be satisfied even if up to 5% of the sale proceeds remain at the end of the initial 6-month period, so long as this amount is spent within 1 year of the Issue Date.

(3) The 18-month spending exception generally is met if all Adjusted Gross Proceeds of the Bonds are spent in accordance with the following schedule:

| Time Period After the Issue Date | Minimum Percentage of Adjusted Gross Proceeds Spent |
|---|---|
| 6 months | 15% |
| 12 months | 60% |
| 18 months (Final) | 100% |

(4) The 2-year spending exception generally is met if all Available Construction Proceeds are spent in accordance with the following schedule:

| Time Period After the Issue Date | Minimum Percentage of Available Construction Proceeds Spent |
|---|---|
| 6 months | 10% |
| 12 months | 45% |
| 18 months | 75% |
| 24 months (Final) | 100% |

(5) For purposes of applying the 18-month and 2-year spending exceptions only, the failure to satisfy the **final** spending requirement is disregarded if the City uses due diligence to complete the Financed Facility and the failure does not exceed the lesser of 3% of the aggregate issue price of the Bonds or $250,000. **No such exception applies for any other spending period.**

(6) For purposes of applying the 18-month and 2-year spending exceptions only, the Bonds meet the applicable spending test even if, at the end of the **final** spending period, proceeds not exceeding a Reasonable Retainage remain unspent, so long as such Reasonable Retainage is spent within 30 months after the Issue Date in the case of the 18-month exception or 3 years after the Issue Date in the case of the 2-year spending exception.

**Section 4.6. Computation and Payment of Arbitrage Rebate and Yield Reduction Amounts.**

(a) *Rebate Fund*. The Trustee will keep the Rebate Fund separate from all other funds and will administer the Rebate Fund under this Tax Agreement. Any Investment earnings derived from the

Rebate Fund will be credited to the Rebate Fund, and any Investment loss will be charged to the Rebate Fund.

(b) *Computation of Rebate Amount*. The Trustee will provide the Rebate Analyst Investment reports relating to each fund held by the Trustee that contains Gross Proceeds of the Bonds at such times as reports are provided to the City, and not later than ten days following each Computation Date. The City will provide the Rebate Analyst with copies of Investment reports for any funds containing Gross Proceeds that are held by a party other than the Trustee annually as of the end of each Bond Year and not later than ten days following each Computation Date. Each Investment report provided to the Rebate Analyst will contain a record of each Investment, including (1) purchase date, (2) purchase price, (3) information establishing the fair market value on the date such Investment was allocated to the Bonds, (4) any accrued interest paid, (5) face amount, (6) coupon rate, (7) frequency of interest payments, (8) disposition price, (9) any accrued interest received, and (10) disposition date. Such records may be supplied in electronic form. The Rebate Analyst will compute rebate following each Computation Date and deliver a written report to the Trustee and the City together with an opinion or certificate of the Rebate Analyst stating that arbitrage rebate was determined in accordance with the Regulations. Each report and opinion will be provided not later than 45 days following the Computation Date to which it relates. In performing its duties, the Rebate Analyst may rely, in its discretion, on the correctness of financial analysis reports prepared by other professionals. After the final Computation Date or at any other time if the Rebate Analyst has advised the Trustee, any money left in the Rebate Fund will be paid to the City and may be used for any purpose not prohibited by law.

(c) *Rebate Payments*. Within 60 days after each Computation Date, the Trustee must pay (but solely from money in the Rebate Fund or provided by the City) to the United States the rebate amount then due, determined in accordance with the Regulations. Each payment must be (1) accompanied by IRS Form 8038-T and such other forms, documents or certificates as may be required by the Regulations, and (2) mailed or delivered to the IRS at the address shown below, or to such other location as the IRS may direct:

Internal Revenue Service Center
Ogden, UT 84201

**Section 4.7. Successor Rebate Analyst.** If the firm acting as the Rebate Analyst resigns or becomes incapable of acting for any reason, or if the City desires that a different firm act as the Rebate Analyst, then the City by an instrument or concurrent instruments in writing delivered to the firm then serving as the Rebate Analyst and any other party to this Tax Agreement, will engage a successor Rebate Analyst. In each case the successor Rebate Analyst must be a firm of nationally recognized bond counsel or a firm of independent certified public accountants and such firm must expressly agree to undertake the responsibilities assigned to the Rebate Analyst hereunder. In the event the firm acting as the Rebate Analyst resigns or becomes incapable of acting for any reason and the City fails to appoint a qualified successor Rebate Analyst within thirty (30) days following notice of such resignation then the Trustee will appoint a firm to act as the successor Rebate Analyst.

**Section 4.8. Filing Requirements.** The Trustee and the City will file or cause to be filed with the IRS such reports or other documents as are required by the Code in accordance with an Opinion of Bond Counsel.

**Section 4.9. Survival after Defeasance.** Notwithstanding anything in the Indenture to the contrary, the obligation to pay arbitrage rebate to the United States will survive the payment or defeasance of the Bonds.

## ARTICLE V

## MISCELLANEOUS PROVISIONS

**Section 5.1. Term of Tax Agreement.** This Tax Agreement will be effective concurrently with the issuance and delivery of the Bonds and will continue in force and effect until the principal of, redemption premium, if any, and interest on all Bonds have been fully paid and all such Bonds are cancelled; provided that, the provisions of **Article IV** of this Tax Agreement regarding payment of arbitrage rebate and all related penalties and interest will remain in effect until all such amounts are paid to the United States and the provisions of **Section 4.2** relating to record keeping shall continue in force for the period described therein for records to be retained.

**Section 5.2. Amendments.** This Tax Agreement may be amended from time to time by the parties to this Tax Agreement without notice to or the consent of any of the Bondowners, but only if such amendment is in writing and is accompanied by an Opinion of Bond Counsel to the effect that, under then existing law, assuming compliance with this Tax Agreement as so amended such amendment will not cause interest on any Bond to be included in gross income for federal income tax purposes. No such amendment will become effective until the City and the Trustee receive this Opinion of Bond Counsel.

**Section 5.3. Opinion of Bond Counsel.** The City and the Trustee may deviate from the provisions of this Tax Agreement if furnished with an Opinion of Bond Counsel addressed to each of them to the effect that the proposed deviation will not adversely affect the exclusion of interest on the Bonds from gross income for federal income tax purposes. The City and the Trustee will comply with any further or different instructions provided in an Opinion of Bond Counsel to the effect that the further or different instructions need to be complied with in order to maintain the validity of the Bonds or the exclusion from gross income of interest on the Bonds.

**Section 5.4. Reliance.** In delivering this Tax Agreement the City and the Trustee are making only those certifications, representations and agreements as are specifically attributed to them in this Tax Agreement. Neither the City nor the Trustee is aware of any facts or circumstances which would cause it to question the accuracy of the facts, circumstances, estimates or expectations of any other party providing certifications as part of this Tax Agreement and, to the best of its knowledge, those facts, circumstances, estimates and expectations are reasonable. The parties to this Tax Agreement understand that its certifications will be relied upon by the law firm of Gilmore & Bell, P.C., in rendering its opinion as to the validity of the Bonds and the exclusion from federal gross income of the interest on the Bonds.

**Section 5.5. Severability.** If any provision in this Tax Agreement or in the Bonds is determined to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not be affected or impaired.

**Section 5.6. Benefit of Agreement.** This Tax Agreement is binding upon the City and the Trustee and their respective successors and assigns, and inures to the benefit of the parties to this Tax Agreement and the owners of the Bonds. Nothing in this Tax Agreement or in the Indenture or the Bonds, express or implied, gives to any person, other than the parties to this Tax Agreement and their successors and assigns, and the owners of the Bonds, any benefit or any legal or equitable right, remedy or claim under this Tax Agreement.

**Section 5.7. Default; Breach and Enforcement.** Any misrepresentation of a party contained herein or any breach of a covenant or agreement contained in this Tax Agreement may be pursued by the Bondowners or the other party or parties to this Tax Agreement pursuant to the terms of the Indenture or any other document which references this Tax Agreement and gives remedies for a misrepresentation or breach thereof.

**Section 5.8. Execution in Counterparts.** This Tax Agreement may be executed in any number of counterparts, each of which so executed will be deemed to be an original, but all such counterparts will together constitute the same instrument.

**Section 5.9. Governing Law.** This Tax Agreement will be governed by and construed in accordance with the laws of the State of Missouri.

**Section 5.10. Electronic Transactions.** The parties agree that the transaction described in this Tax Agreement may be conducted, and related documents may be stored, by electronic means.

*[Remainder of Page Intentionally Left Blank]*

**THE UNDERSIGNED,** parties to this Tax Agreement have caused this Tax Agreement to be duly executed by their duly authorized officers as of the Issue Date of the Bonds.

**CITY OF SPRINGFIELD, MISSOURI**

By: _____
Title: City Manager

Approved as to Form _____, City Attorney

**BOKF, N.A.**, as Trustee

By: _____
Title: _____

**EXHIBIT A**

**DEBT SERVICE SCHEDULE AND PROOF OF BOND YIELD**

**EXHIBIT B**

**IRS FORM 8038-G**

**EXHIBIT C**

**RESOLUTION OF OFFICIAL INTENT**

**[See Ordinance in Transcript]**

**EXHIBIT D**

**DESCRIPTION OF PROPERTY COMPRISING THE FINANCED FACILITY**

**EXHIBIT E**

**SAMPLE ANNUAL COMPLIANCE CHECKLIST**

| | |
|---|---|
| **Name of tax-exempt bonds ("Bonds") financing Project:** | **Special Obligation Improvement Bonds, Series 2026** |
| **Issue Date of Bonds:** | **_____, 2026** |
| **Placed in service date of Project:** | |
| **Name of Bond Compliance Officer:** | |
| **Period covered by request ("Annual Period"):** | |

| Item | Question | Response |
|---|---|---|
| **1 Ownership** | Was the entire Project owned by the City during the entire Annual Period? | ☐ Yes<br>☐ No |
| | If answer above was "No," was an Opinion of Bond Counsel obtained prior to the transfer?<br><br>If Yes, include a copy of the Opinion in the Tax-Exempt Bond File.<br><br>If No, contact Bond Counsel and include description of resolution in the Tax-Exempt Bond File. | ☐ Yes<br>☐ No |

| Item | Question | Response |
|---|---|---|
| **2 Leases & Other Rights to Possession** | During the Annual Period, was any part of the Project leased at any time pursuant to a lease or similar agreement for more than 50 days? | ☐ Yes<br>☐ No |
| | If answer above was "Yes," was an Opinion of Bond Counsel obtained prior to entering into the lease or other arrangement?<br><br>If Yes, include a copy of the Opinion in the Tax-Exempt Bond File.<br><br>If No, contact Bond Counsel and include description of resolution in the Tax-Exempt Bond File. | ☐ Yes<br>☐ No |

| Item | Question | Response |
|---|---|---|
| **3 Management or Service Agreements** | During the Annual Period, has the management of all or any part of the operations of the Project (e.g., cafeteria, gift shop, etc.) been assumed by or transferred to another entity? | ☐ Yes<br>☐ No |
| | If answer above was "Yes," was an Opinion of Bond Counsel obtained prior to entering into the management or service agreement?<br><br>If Yes, include a copy of the Opinion in the Tax-Exempt Bond File.<br><br>If No, contact Bond Counsel and include description of resolution in the Tax-Exempt Bond File. | ☐ Yes<br>☐ No |

| Item | Question | Response |
|---|---|---|
| **4 Other Use** | Was any other agreement entered into with an individual or entity that grants special legal rights to the Project? | ☐ Yes<br>☐ No |
| | If answer above was "Yes," was an Opinion of Bond Counsel obtained prior to entering into the agreement?<br><br>If Yes, include a copy of the Opinion in the Tax-Exempt Bond File.<br><br>If No, contact Bond Counsel and include description of resolution in the Tax-Exempt Bond File. | ☐ Yes<br>☐ No |

| Item | Question | Response |
|---|---|---|
| **5 Arbitrage & Rebate** | Have all rebate and yield reduction calculations mandated in the Tax Compliance Agreement been prepared for the current year? | ☐ Yes<br>☐ No |
| | If No, contact Rebate Analyst and incorporate report or include description of resolution in the Tax-Exempt Bond File. | |

**Bond Compliance Officer:** _____

**Date Completed:** _____

**EXHIBIT F**

**SAMPLE FINAL WRITTEN ALLOCATION**

**$_____**
**City of Springfield, Missouri**
**Special Obligation Improvement Bonds**
**Series 2026**

**Final Written Allocation**

The undersigned is the Bond Compliance Officer of the City of Springfield, Missouri (the "City") and in that capacity is authorized to execute federal income tax returns required to be filed by the City and to make appropriate elections and designations regarding federal income tax matters on behalf of the City. This allocation of the proceeds of the bond issue referenced above (the "Bonds") is necessary for the City to satisfy ongoing reporting and compliance requirements under federal income tax laws.

*Purpose*. This document, together with the schedules and records referred to below, is intended to memorialize allocations of Bond proceeds to expenditures for purposes of §§ 141 and 148 of the Internal Revenue Code (the "Code"). All allocations are or were previously made no later than 18 months following the date the expenditure was made by the City or, if later, the date the "project" was "placed in service" (both as defined below), and no later than 60 days following the 5th anniversary of the issue date of the Bonds.

*Background.* The Bonds were issued on _____, 2026 (the "Issue Date"), by the City. The Bonds were issued in order to provide funds needed to finance the acquiring, constructing, improving, renovating, refurbishing, installing, equipping and furnishing the improvements to the City's Public Works Administration Building, improvements to the Police Property/Evidence Building, and the new West Fire Station #14, paid for in whole or in part from the proceeds of Bonds, and all additions, modifications and improvements made thereto, as they may at any time exist (collectively, the "Project"). The Bonds were issued pursuant to a Trust Indenture between the City and the trustee for the Bonds. Proceeds of the Bonds were deposited to the following accounts:

Project Fund
Costs of Issuance Fund

*Sources Used to Fund Project Costs and Allocation of Proceeds to Project Costs*. A portion of the costs of the Project was paid from sale proceeds of the Bonds and the remaining portion of the costs of the Project was paid from earnings from the investment of bond sale proceeds as shown on **Schedule 1** to this Final Written Allocation.

*Identification of Financed Assets.* The portions of the Project financed from Bond proceeds (i.e., the "Financed Facility" referenced in the Tax Compliance Agreement) are listed on page 1 of **Schedule 2** to this Final Written Allocation.

*Identification and Timing of Expenditures for Arbitrage Purposes*. For purposes of complying with the arbitrage rules, the City allocates the proceeds of the Bonds to the various expenditures described in the invoices, requisitions or other substantiation attached as **Schedule 2** to this Final Written Allocation. In each case, the cost requisitioned was either paid directly to a third party or reimbursed the

City for an amount it had previously paid or incurred. Amounts received from the sale of the Bonds and retained as underwriters discount are allocated to that purpose and spent on the Issue Date. Amounts allocated to interest expense are treated as paid on the interest payment dates for the Bonds.

*Placed In Service.* The Project was "placed in service" on the date set out on **Schedule 2** to this Final Written Allocation. For this purpose, the assets are considered to be "placed in service" as of the date on which, based on all the facts and circumstances: (a) the constructing and equipping of the asset has reached a degree of completion which would permit its operation at substantially its design level; and (b) the asset is, in fact, in operation at that level.

This allocation has been prepared based on statutes and regulations existing as of this date. The City reserves the right to amend this allocation to the extent permitted by future Treasury Regulations or similar authorities.

**CITY OF SPRINGFIELD, MISSOURI**

_____

By: _____

Title: _____

Dated: _____

Name of Legal Counsel/Law Firm Reviewing Final Written Allocation:

_____

Date of Review: _____

**SCHEDULE 1**
**TO FINAL WRITTEN ALLOCATION**

**ALLOCATION OF SOURCES AND USES**

**SCHEDULE 2**
**TO FINAL WRITTEN ALLOCATION**

**IDENTIFICATION OF PROJECT ASSETS**
**&**
**DETAILED LISTING OF EXPENDITURES**

---

**CONTINUING DISCLOSURE AGREEMENT**

**Dated as of October 1, 2026**

---

**Between**

**CITY OF SPRINGFIELD, MISSOURI**

**And**

**BOKF, N.A.**

---

**$[Principal Amount]**
**Special Obligation Improvement Bonds**
**Series 2026**

---

# CONTINUING DISCLOSURE AGREEMENT

This **CONTINUING DISCLOSURE AGREEMENT** dated as of October 1, 2026 (this **"Continuing Disclosure Agreement"**), is executed and delivered by the **CITY OF SPRINGFIELD, MISSOURI** (the **"City"**), and **BOKF, N.A.**, as dissemination agent (the **"Dissemination Agent"**).

## RECITALS

**1.** This Continuing Disclosure Agreement is executed and delivered in connection with the issuance by the City of **$[Principal Amount] Special Obligation Improvement Bonds, Series 2026** (the **"Bonds"**), pursuant to a Trust Indenture dated as of October 1, 2026, between the City and the Dissemination Agent, as trustee, related to the issuance of the Bonds (the **"Indenture"**).

**2.** The City and the Dissemination Agent are entering into this Continuing Disclosure Agreement for the benefit of the Beneficial Owners of the Bonds and in order to assist the Participating Underwriter in complying with Rule 15c2-12 of the Securities and Exchange Commission under the Securities Exchange Act of 1934 (the **"Rule"**). The City is the only **"obligated person"** with responsibility for continuing disclosure hereunder.

In consideration of the mutual covenants and agreements herein, the City and the Dissemination Agent covenant and agree as follows:

**Section 1. Definitions.** In addition to the definitions set forth in the Indenture, which apply to any capitalized term used in this Continuing Disclosure Agreement unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

**"Annual Report"** means any Annual Report provided by the City pursuant to, and as described in, **Section 2** of this Continuing Disclosure Agreement.

**"Beneficial Owner"** means any registered owner of any Bonds and any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Bonds for federal income tax purposes.

**"Business Day"** means a day other than (a) a Saturday, Sunday or legal holiday, (b) a day on which banks located in any city in which the principal corporate trust office or designated payment office of the Trustee or the Dissemination Agent is located are required or authorized by law to remain closed, or (c) a day on which the Securities Depository or the New York Stock Exchange is closed.

**"Dissemination Agent"** means BOKF, N.A., acting in its capacity as Dissemination Agent hereunder, or any successor Dissemination Agent designated in writing by the City.

**"EMMA"** means the Electronic Municipal Market Access system for municipal securities disclosures established and maintained by the MSRB, which can be accessed at www.emma.msrb.org.

**"Financial Obligation"** means a (a) debt obligation; (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation;

or (c) guarantee of (a) or (b) in this definition; *provided however*, the term Financial Obligation shall not include municipal securities as to which a final official statement has been provided to the MSRB consistent with the Rule.

**"Fiscal Year"** means the **12**-month period beginning on **July 1** and ending on **June 30** or any other **12**-month period selected by the City as the Fiscal Year of the City for financial reporting purposes.

**"Material Events"** means any of the events listed in **Section 3(a)** of this Continuing Disclosure Agreement.

"**MSRB"** means the Municipal Securities Rulemaking Board, or any successor repository designated as such by the Securities and Exchange Commission in accordance with the Rule.

**"Participating Underwriter"** means any of the original underwriter(s) of the Bonds required to comply with the Rule in connection with the offering of the Bonds.

**Section 2. Provision of Annual Reports.**

(a) The City shall, or shall cause the Dissemination Agent to, not later than 180 days after the end of the City's Fiscal Year, commencing with the year ending June 30, 2026, file with the MSRB, through EMMA, the following financial information and operating data (the **"Annual Report"**):

(1) The audited financial statements of the City for the prior Fiscal Year, prepared in accordance with accounting principles generally accepted in the United States. If audited financial statements are not available by the time the Annual Report is required to be provided pursuant to this Section, the Annual Report shall contain unaudited financial statements in a format similar to the financial statements contained in the final Official Statement relating to the Bonds, and the audited financial statements shall be provided in the same manner as the Annual Report promptly after they become available.

(2) Updates as of the end of the Fiscal Year of certain financial information and operating data contained in the final Official Statement related to the Bonds, as described in **Exhibit A**, in substantially the same format contained in the final Official Statement with such adjustments to formatting or presentation determined to be reasonable by the City.

Any or all of the items listed above may be included by specific reference to other documents, including official statements of debt issues with respect to which the City is an **"obligated person"** (as defined by the Rule), which have been provided to the MSRB and are available through EMMA or the Securities and Exchange Commission. If the document included by reference is a final official statement, it must be available from the MSRB on EMMA. The City shall clearly identify each such other document so included by reference.

In each case, the Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in this Section; provided that the audited financial statements of the City may be

submitted separately from the balance of the Annual Report and later than the date required above for the filing of the Annual Report if they are not available by that date. If the City's Fiscal Year changes, it shall give notice of such change in the same manner as for a Material Event under **Section 3**.

(b) Not later than **15** Business Days prior to the date specified in subsection (a) for filing the Annual Report with the MSRB, the City shall provide the Annual Report to the Dissemination Agent and the trustee for the Bonds (if the trustee is not the Dissemination Agent) with written instructions to file the Annual Report as specified in subsection (a). If by such date the Dissemination Agent has not received a copy of the Annual Report, the Dissemination Agent shall contact the City to determine if the City is in compliance with subsection (a).

(c) If the Dissemination Agent is unable to verify that the Annual Report has been filed with the MSRB by the date required in subsection (a), the Dissemination Agent shall, in a timely manner, send a notice in substantially the form attached as **Exhibit B** to the MSRB, of the failure of the City to file the Annual Report by the date specified.

(d) The Dissemination Agent shall file a report with the City certifying that the Annual Report has been filed pursuant to this Continuing Disclosure Agreement and stating the date it was filed with the MSRB through EMMA.

(e) The Annual Report shall be filed with the MSRB in such manner and format as is prescribed by the MSRB.

**Section 3. Reporting of Material Events.**

(a) Not later than **10** Business Days after the occurrence of any of the following events, the City shall give, or cause to be given to the MSRB, through EMMA, notice of the occurrence of any of the following events with respect to the Bonds (**"Material Events"**):

(1) principal and interest payment delinquencies;
(2) non-payment related defaults, if material;
(3) unscheduled draws on debt service reserves reflecting financial difficulties;
(4) unscheduled draws on credit enhancements reflecting financial difficulties;
(5) substitution of credit or liquidity providers, or their failure to perform;
(6) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;
(7) modifications to rights of bondholders, if material;
(8) bond calls, if material, and tender offers;
(9) defeasances;
(10) release, substitution or sale of property securing repayment of the Bonds, if material;
(11) rating changes;
(12) bankruptcy, insolvency, receivership or similar event of the obligated person;

(13) the consummation of a merger, consolidation, or acquisition involving the obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;

(14) appointment of a successor or additional trustee or the change of name of the trustee, if material;

(15) incurrence of a Financial Obligation of the obligated person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the obligated person, any of which affect security holders, if material; and

(16) default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the obligated person, any of which reflect financial difficulties.

(b) The Dissemination Agent shall, promptly after obtaining actual knowledge of the occurrence of any event that it believes may constitute a Material Event, contact the Director of Finance of the City or his or her designee, or such other person as the City shall designate in writing to the Dissemination Agent from time to time, inform such person of the event, and request that the City promptly notify the Dissemination Agent in writing whether or not to report the event pursuant to subsection (d). If in response to a request under this subsection (b), the City determines that the event does not constitute a Material Event, the City shall so notify the Dissemination Agent in writing and instruct the Dissemination Agent not to report the occurrence pursuant to subsection (d).

(c) Whenever the City obtains knowledge of the occurrence of a Material Event, because of a notice from the Dissemination Agent pursuant to subsection (b) or otherwise, the City shall promptly notify and instruct the Dissemination Agent in writing to report the occurrence pursuant to subsection (d).

(d) If the Dissemination Agent receives written instructions from the City to report the occurrence of a Material Event, the Dissemination Agent shall promptly file a notice of such occurrence to the MSRB, with a copy to the City.

**Section 4. Termination of Reporting Obligation.** The City's obligations under this Continuing Disclosure Agreement shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Bonds. If the City's obligations under this Continuing Disclosure Agreement are assumed in full by some other entity, such person shall be responsible for compliance with this Continuing Disclosure Agreement in the same manner as if it were the City, and the City shall have no further responsibility hereunder. If such termination or substitution occurs prior to the final maturity of the Bonds, the City shall give notice of such termination or substitution in the same manner as for a Material Event under **Section 3**.

**Section 5. Dissemination Agents.** The City may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Continuing Disclosure Agreement, and may discharge any such Agent, with or without appointing a successor Dissemination Agent. The Dissemination Agent may resign as dissemination agent hereunder at any time upon **30** days prior written notice to the City. The Dissemination Agent shall not be responsible in any manner for the

content of any notice or report (including without limitation the Annual Report) prepared by the City pursuant to this Continuing Disclosure Agreement. The initial Dissemination Agent is BOKF, N.A.

**Section 6. Amendment; Waiver.** Notwithstanding any other provision of this Continuing Disclosure Agreement, the City and the Dissemination Agent may amend this Continuing Disclosure Agreement and any provision of this Continuing Disclosure Agreement may be waived, provided that Bond Counsel or other counsel experienced in federal securities law matters provides the City and the Dissemination Agent with its written opinion that the undertaking of the City contained herein, as so amended or after giving effect to such waiver, is in compliance with the Rule and all current amendments thereto and interpretations thereof that are applicable to this Continuing Disclosure Agreement.

In the event of any amendment or waiver of a provision of this Continuing Disclosure Agreement, the City shall describe such amendment or waiver in the next Annual Report, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or, in the case of a change of accounting principles, on the presentation) of financial information or operating data being presented by the City. In addition, if the amendment relates to the accounting principles to be followed in preparing financial statements, (1) notice of such change shall be given in the same manner as for a Material Event under **Section 3**, and (2) the Annual Report for the year in which the change is made should present a comparison (in narrative form and also, if feasible, in quantitative form) between the financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles.

**Section 7. Additional Information.** Nothing in this Continuing Disclosure Agreement shall be deemed to prevent the City from disseminating any other information, using the means of dissemination set forth in this Continuing Disclosure Agreement or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Material Event, in addition to that required by this Continuing Disclosure Agreement. If the City chooses to include any information in any Annual Report or notice of occurrence of a Material Event, in addition to that specifically required by this Continuing Disclosure Agreement, the City shall have no obligation under this Continuing Disclosure Agreement to update such information or include it in any future Annual Report or notice of occurrence of a Material Event.

**Section 8. Default.** If the City or the Dissemination Agent fails to comply with any provision of this Continuing Disclosure Agreement, any Participating Underwriter or any Beneficial Owner of the Bonds may take such actions as may be necessary and appropriate, including seeking mandamus or specific performance by court order, to cause the City or the Dissemination Agent, as the case may be, to comply with its obligations under this Continuing Disclosure Agreement. A default under this Continuing Disclosure Agreement shall not be deemed an event of default under the Indenture or the Bonds, and the sole remedy under this Continuing Disclosure Agreement in the event of any failure of the City or the Dissemination Agent to comply with this Continuing Disclosure Agreement shall be an action to compel performance.

**Section 9. Duties and Liabilities of Dissemination Agent.** The Dissemination Agent shall have only such duties as are specifically set forth in this Continuing Disclosure Agreement, and, to the extent permitted by law, the City agrees to indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including attorneys' fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct. The obligations of the City under

this Section shall survive resignation or removal of the Dissemination Agent and payment of the Bonds. The City shall pay the fees, charges and expenses of the Dissemination Agent in connection with its administration of this Continuing Disclosure Agreement.

**Section 10. Notices.** Any notices or communications to or among any of the parties to this Continuing Disclosure Agreement may be given by registered or certified mail, return receipt requested, or by facsimile or by e-mail, receipt confirmed by telephone, or delivered in person or by overnight courier, and will be deemed given on the second day following the date on which the notice or communication is so mailed, as follows:

**To the City:**
City of Springfield, Missouri
840 Boonville Avenue
P.O. Box 8368
Springfield, Missouri 65801
Attention: Director of Finance
Telephone: (417) 864-1625
Fax: (417) 864-1880

**To the Dissemination Agent:**
BOKF, N.A.
2405 Grand Boulevard, Suite 840
Kansas City, Missouri 64108
Attention: Corporate Trust Department
Telephone: (816) 932-7302
Fax: (816) 932-7315

Any person may, by written notice to the other persons listed above, designate a different address or an e-mail address, or telephone number or facsimile number to which subsequent notices or communications should be sent.

**Section 11. Beneficiaries.** This Continuing Disclosure Agreement shall inure solely to the benefit of the City, the Dissemination Agent, the Participating Underwriter, and Beneficial Owners from time to time of the Bonds, and shall create no rights in any other person or entity.

**Section 12. Severability.** If any provision in this Continuing Disclosure Agreement, the Indenture or the Bonds shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

**Section 13. Counterparts.** This Continuing Disclosure Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

**Section 14. Electronic Transactions.** The arrangement described herein may be conducted and related documents may be sent, received, or stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

**Section 15. Governing Law.** This Continuing Disclosure Agreement shall be governed by and construed in accordance with the laws of the State of Missouri.

*[Remainder of Page Intentionally Left Blank.]*

**IN WITNESS WHEREOF,** the City and the Dissemination Agent have caused this Continuing Disclosure Agreement to be executed as of the day and year first above written.

**CITY OF SPRINGFIELD, MISSOURI**

By: _____
Title: City Manager

Approved as to Form _____, City Attorney

**BOKF, N.A.**, as Dissemination Agent

By: _____
Title: Authorized Officer

**EXHIBIT A**
**TO CONTINUING DISCLOSURE AGREEMENT**

**FINANCIAL INFORMATION AND OPERATING DATA TO BE INCLUDED IN ANNUAL REPORT**

The financial information and operating data contained in the following sections and tables contained in Appendix A of the final Official Statement relating to the Bonds:

- DEBT STRUCTURE OF THE CITY
  - Current General Obligation Indebtedness
  - Enterprise Fund Revenue Obligations of the City
  - Capital Lease Obligations
  - City Utilities Component Unit
  - Lease and Other Special Obligations of the City

- FINANCIAL INFORMATION CONCERNING THE CITY
  - Governmental Funds Summary
  - Sources of Revenue

- PROPERTY TAX INFORMATION CONCERNING THE CITY
  - Property Valuations - *Assessed Valuation*
  - Major Property Taxpayers (not less than 10)
  - Property Tax Collections

**EXHIBIT B**

**NOTICE OF FAILURE TO FILE ANNUAL REPORT**

**Name of Issuer:** City of Springfield, Missouri

**Name of Bond Issue:** $[Principal Amount] Special Obligation Improvement Bonds, Series 2026 (the "Bonds")

**Name of Obligated Person:** City of Springfield, Missouri (the "City")

**Date of Issuance:** [October __, 2026]

**NOTICE IS HEREBY GIVEN** that the City of Springfield, Missouri has not provided an Annual Report with respect to the above-named Bonds as required by the Continuing Disclosure Agreement dated as of October 1, 2026, between the City and BOKF, N.A., as Dissemination Agent. [The City has informed the Dissemination Agent that the City anticipates that the Annual Report will be provided by _____.]

**Dated:** _____ ___, _____

**BOKF, N.A.**, as Dissemination Agent
on behalf of **CITY OF SPRINGFIELD, MISSOURI**

cc: City of Springfield, Missouri

Exhibit E

**$[principal amount]**
**CITY OF SPRINGFIELD, MISSOURI**
**SPECIAL OBLIGATION IMPROVEMENT BONDS**
**SERIES 2026**

[pricing date], 2026

**BOND PURCHASE AGREEMENT**

City of Springfield, Missouri
840 Boonville
P.O. Box 8368
Springfield, Missouri 65801

Ladies and Gentlemen:

The undersigned, Stifel, Nicolaus & Company, Incorporated (the **"Underwriter"**), hereby offers to purchase from the City of Springfield, Missouri (the **"City"**), a constitutional home rule charter city and political subdivision of the State of Missouri (the **"State"**), $[principal amount] aggregate principal amount of Special Obligation Improvement Bonds, Series 2026 (the **"Bonds"**). The issuance and sale of the Bonds is authorized by an ordinance (the **"Bond Ordinance"**) adopted by the City Council of the City on _____ ___, 2026. Capitalized terms not otherwise defined herein have the meaning given such terms in the Bond Ordinance or the Trust Indenture between BOKF, N.A. (the **"Trustee"**) and the City (the **"Indenture"**) under which the Bonds will be issued.

The Bonds are to be issued by the City pursuant to and in accordance with the provisions of the Constitution and laws of the State and the City's Charter. The Bonds shall constitute special obligations of the City payable as to both principal and interest from amounts appropriated on an annual basis by the City Council of the City for that purpose. The Bonds do not constitute a general obligation or indebtedness of the City for which the City is obligated to levy or pledge any form of taxation, or for which the City has levied or pledged any form of taxation and shall not be construed to be a debt of the City in contravention of any applicable constitutional, statutory or charter limitation or requirement but in each fiscal year shall be payable solely from the amounts pledged or appropriated therefor (i) out of the income and revenues provided for such year plus (ii) any unencumbered balances for previous years, and (iii) any amounts on deposit under the Indenture for the payment of the Bonds.

The Bonds shall mature on the dates in the years and in the amounts, and shall bear interest at the rates per annum, set forth in **Schedule I** hereto.

This offer is made subject to your acceptance of this Bond Purchase Agreement on or before 11:00 p.m., Kansas City, Missouri time, on [pricing date], 2026. Upon your acceptance of the offer, the following agreement will be binding upon you and the Underwriter.

The words "Transaction Documents" when used herein shall mean, individually and collectively, the following: the Bonds; the Bond Ordinance; this Bond Purchase Agreement; the Indenture; the Tax Compliance Agreement between the Trustee and the City (the **"Tax Compliance Agreement"**); the

Continuing Disclosure Agreement between the City and the Trustee, as dissemination agent (the **"Continuing Disclosure Agreement"**); the Preliminary Official Statement (as defined herein); the Official Statement (as defined herein); and any and all other documents or instruments that evidence or are a part of the transactions referred to herein or in the Official Statement or contemplated hereby or by the Official Statement; provided, however, that when the words "Transaction Documents" are used in the context of the authorization, execution, delivery, approval or performance of Transaction Documents by a party hereto, the same shall mean only those Transaction Documents that provide for or contemplate authorization, execution, delivery, approval or performance by such party.

1. Purchase of Bonds. Upon the terms and conditions and upon the basis of the respective representations, warranties and covenants hereinafter set forth, the Underwriter hereby agrees to purchase from the City, and the City hereby agrees to sell to the Underwriter, all (but not less than all) of the Bonds at a purchase price of $_____ (which is equal to the aggregate principal amount of the Bonds, plus a [net original issue premium/discount] of $_____, less an underwriting discount of $_____).

The City acknowledges and agrees that (i) the primary role of the Underwriter is to purchase securities pursuant to this Bond Purchase Agreement, for resale to investors, in an arm's-length commercial transaction between the City and the Underwriter and the Underwriter has financial and other interests that differ from those of the City, (ii) the Underwriter is acting solely as a principal and is not acting as a municipal advisor, financial advisor or fiduciary to the City and has not assumed an advisory or fiduciary responsibility to the City with respect to the transaction contemplated hereby and the discussions, undertakings and procedures leading thereto (irrespective of whether the Underwriter has provided other services or is currently providing other services to the City on other matters), (iii) the only obligations the Underwriter has to the City with respect to the transaction contemplated hereby are expressly as set forth in this Bond Purchase Agreement, and (iv) the City has consulted its own financial and/or municipal, legal, accounting, tax, and other advisors, as applicable, to the extent it has deemed appropriate.

2. Public Offering. The Underwriter intends to make a bona fide initial public offering of all of the Bonds at prices no higher than set forth on **Schedule I**; provided, however, that the Underwriter reserves the right to lower such initial offering prices as it deems necessary in connection with the marketing of the Bonds. The Underwriter may offer and sell the Bonds to certain dealers (including dealers depositing Bonds into investment trusts) and others at prices lower than the initial offering price or prices set forth in **Schedule I**. The Underwriter also reserves the right to (i) over-allot or effect transactions which stabilize or maintain the market price of the Bonds at levels above those that might otherwise prevail in the open market and (ii) discontinue such stabilizing, if commenced, at any time without prior notice.

In conjunction with (i) an audit or inquiry by the Internal Revenue Service (the **"IRS"**) or the Securities and Exchange Commission (the **"SEC"**) relating to the pricing of the Bonds, or (ii) the implementation of future regulation or similar guidance from the IRS, the SEC or other federal or state regulatory authority regarding the retention of pricing data for the Bonds, at the request of the City, the Underwriter will provide information explaining the factual basis for the Underwriter's representations in the Underwriter's Receipt for Bonds and Issue Price Certificate relating to the pricing of the Bonds, other than information that would identify customers (e.g., name or account number). This agreement by the Underwriter to provide such information will continue to apply after the Closing Time (as defined herein) but shall not extend to any customer data or other confidential or proprietary information of the Underwriter.

3. Establishment of Issue Price.

(a) The Underwriter agrees to assist the City in establishing the issue price of the Bonds and shall execute and deliver to the City at Closing (as defined herein) an "issue price" or similar certificate, together with the supporting pricing wires or equivalent communications, substantially in the form attached hereto as **Exhibit A**, with such modifications as may be appropriate or necessary, in the reasonable judgment of the Underwriter, the City and Bond Counsel (as defined herein), to accurately reflect, as applicable, the sales price or prices or the initial offering price or prices to the public of the Bonds.

(b) Except as otherwise set forth in **Schedule I** attached hereto, the City will treat the first price or prices at which 10% of each maturity of the Bonds (the **"10% Test"**) is sold to the public as the issue price of that maturity. At or promptly after the execution of this Bond Purchase Agreement, the Underwriter shall report to the City the price or prices at which it has sold to the public each maturity of Bonds. If at that time the 10% Test has not been satisfied as to any maturity of the Bonds, the Underwriter agrees to promptly report to the City the prices at which it sells the unsold Bonds of that maturity to the public. That reporting obligation shall continue, whether or not the Closing Time has occurred, until either (i) the Underwriter has sold all Bonds of that maturity or (ii) the 10% Test has been satisfied as to the Bonds of that maturity, provided that, the Underwriter's reporting obligation after the Closing Time may be at reasonable periodic intervals or otherwise upon request of the City or Bond Counsel. For purposes of this Section, if Bonds mature on the same date but have different interest rates, each separate CUSIP number within that maturity will be treated as a separate maturity of the Bonds.

(c) The Underwriter confirms that it has offered the Bonds to the public on or before the date of this Bond Purchase Agreement at the offering price or prices (the **"Initial Offering Price"**) set forth in **Schedule I** attached hereto, except as otherwise set forth therein. **Schedule I** also sets forth, as of the date of this Bond Purchase Agreement, the maturities, if any, of the Bonds for which the 10% Test has not been satisfied and for which the City and the Underwriter agree that the restrictions set forth in the next sentence shall apply, which will allow the City to treat the Initial Offering Price to the public of each such maturity as of the sale date as the issue price of that maturity (the **"Hold-The-Offering-Price Rule"**). So long as the Hold-The-Offering-Price Rule remains applicable to any maturity of the Bonds, the Underwriter will neither offer nor sell unsold Bonds of that maturity to any person at a price that is higher than the Initial Offering Price to the public during the period starting on the sale date and ending on the earlier of the following:

(i) the close of the fifth ($5^{th}$) business day after the sale date; or

(ii) the date on which the Underwriter has sold at least 10% of that maturity of the Bonds to the public at a price that is no higher than the Initial Offering Price to the public.

The Underwriter will advise the City promptly after the close of the fifth (5th) business day after the sale date whether it has sold 10% of that maturity of the Bonds to the public at a price that is no higher than the Initial Offering Price to the public.

(d) The Underwriter confirms that:

(i) any selling group agreement and any third-party distribution agreement relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each dealer who is a member of the selling group and each broker-dealer that is a party to such third-party distribution agreement, as applicable:

(A) (i) to report the prices at which it sells to the public the unsold Bonds of each maturity allocated to it, whether or not the Closing Time has occurred, until either all Bonds of that maturity allocated to it have been sold or it is notified by the Underwriter that the 10% Test has been satisfied as to the Bonds of that maturity, provided that, the reporting obligation after the Closing Time may be at reasonable periodic intervals or otherwise upon request of the Underwriter, and (ii) to comply with the Hold-The-Offering-Price Rule, if applicable, if and for so long as directed by the Underwriter;

(B) to promptly notify the Underwriter of any sales of Bonds that, to its knowledge, are made to a purchaser who is a related party to an underwriter participating in the initial sale of the Bonds to the public (each such term being used as defined below); and

(C) to acknowledge that, unless otherwise advised by the dealer or broker-dealer, the Underwriter shall assume that each order submitted by the dealer or broker-dealer is a sale to the public.

(ii) any selling group agreement relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each dealer that is a party to a third-party distribution agreement to be employed in connection with the initial sale of the Bonds to the public to require each broker-dealer that is a party to such third-party distribution agreement to (A) report the prices at which it sells to the public the unsold Bonds of each maturity allocated to it, whether or not the Closing Time has occurred, until either all Bonds of that maturity allocated to it have been sold or it is notified by the Underwriter or the dealer that the 10% Test has been satisfied as to the Bonds of that maturity, provided that, the reporting obligation after the Closing Time may be at reasonable periodic intervals or otherwise upon request of the Underwriter or the dealer, and (B) comply with the Hold-The-Offering-Price Rule, if applicable, if and for so long as directed by the Underwriter or the dealer and as set forth in the related pricing wires.

(e) The City acknowledges that, in making the representations set forth in this section, the Underwriter will rely on (i) in the event a selling group has been created in connection with the initial sale of the Bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the Hold-The-Offering-Price Rule, if applicable to the Bonds, as set forth in a selling group agreement and the related pricing wires, and (ii) in the event that a third-party distribution agreement was employed in connection with the initial sale of the Bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the Hold-The-Offering-Price Rule, if applicable to the Bonds, as set forth in the third-party distribution agreement and the related

pricing wires. The City further acknowledges that the Underwriter shall not be liable for the failure of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a third-party distribution agreement, to comply with its corresponding agreement to comply with the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the Hold-The-Offering-Price Rule, if applicable to the Bonds.

(f) The Underwriter acknowledges that sales of any Bonds to any person that is a related party to an underwriter participating in the initial sale of the Bonds to the public (each such term being used as defined below) shall not constitute sales to the public for purposes of this section. Further, for purposes of this section:

(i) "public" means any person other than an underwriter or a related party;

(ii) "underwriter" means (A) any person that agrees pursuant to a written contract with the City (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Bonds to the public (including a member of a selling group or a party to a third-party distribution agreement participating in the initial sale of the Bonds to the public);

(iii) a purchaser of any of the Bonds is a "related party" to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (A) more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (B) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (C) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other); and

(iv) "sale date" means the date of execution of this Bond Purchase Agreement by all parties.

4. Preliminary Official Statement and Official Statement. The City consents to and ratifies the use and distribution by the Underwriter prior to the date upon which the Official Statement is executed and available for distribution, of the Preliminary Official Statement dated _____ ___, 2026 (which, together with the cover page, inside cover page and any exhibits, appendices, maps, pictures, diagrams, reports and statements included therein or attached thereto and any amendments and supplements that may be authorized for use with respect to the Bonds, is herein called the **"Preliminary Official Statement"**), in connection with the public offering of the Bonds. The City further confirms the authority of the Underwriter to use, and consents to the use of, the final Official Statement with respect to the Bonds in connection with the public offering of the Bonds. The City represents and warrants that the Preliminary Official Statement previously furnished to the Underwriter was "deemed final" by the City as of its date, and the City hereby reaffirms that the Preliminary Official Statement is deemed final, for purposes of Rule 15c2-12(b)(1) (the **"Rule"**) promulgated under the Securities Exchange Act of 1934, as amended, except for the omission of certain information permitted to be omitted by the Rule, such as offering prices,

interest rates, selling commission, aggregate principal amount, principal per maturity, delivery date, ratings, and other terms of the Bonds depending on such matters.

The City hereby agrees to deliver to the Underwriter within seven business days after the date hereof, the Official Statement, dated the date hereof, relating to the Bonds (which, together with the cover page, and all exhibits, appendices, maps, pictures, diagrams, reports and statements included therein or attached thereto and any amendments and supplements that may be authorized for use with respect to the Bonds is herein called the **"Official Statement"**) executed on behalf of the City by a duly authorized officer, in such quantity as the Underwriter may request to enable the Underwriter to provide the Official Statement to potential customers and to comply with any rules of the Municipal Securities Rulemaking Board (the **"MSRB"**) and the SEC.

The Preliminary Official Statement and/or the Official Statement may be delivered in printed and/or electronic form to the extent permitted by applicable MSRB rules and as may be agreed to by the City and the Underwriter. If the Official Statement is prepared for distribution in electronic form, the City hereby confirms that it does not object to distribution of the Official Statement in electronic form.

5. City's Representations and Warranties. The City hereby agrees with, and makes the following representations and warranties to, the Underwriter as of the date hereof and as of the date of Closing:

(a) Status of the City. The City is, and will be at Closing, a duly organized constitutional home rule charter city and political subdivision of the State created and existing under the laws of the State and its charter with the power and authority to (i) operate, repair and maintain its governmental facilities, (ii) execute and deliver the Transaction Documents, and (iii) carry out and consummate the transactions contemplated by the Transaction Documents.

(b) Authorization to Enter into Transaction Documents. The City is authorized by the laws of the State and its Charter, (i) to issue, sell and deliver the Bonds for the purposes set forth in the opening paragraphs hereof and in the Bond Ordinance, and (ii) to adopt the Bond Ordinance and to enter into and perform its obligations under the Transaction Documents.

(c) Official Action. Prior to the Closing, the City shall have duly authorized all necessary action to be taken by it for: (i) the issuance and sale of the Bonds upon the terms set forth herein and in the Official Statement, (ii) the approval, execution, delivery and receipt by the City of the Transaction Documents and/or agreements and documents as may be required to be executed, delivered and received by the City in order to carry out, give effect to, and consummate the transactions contemplated hereby and by the Official Statement, and (iii) the approval of the use of the Official Statement.

(d) Documents Legal, Valid and Binding. This Bond Purchase Agreement constitutes a legal, valid and binding obligation of the City enforceable in accordance with its terms. The Bonds when executed, issued, authenticated, delivered and paid for as herein and in the Bond Ordinance and Indenture provided and the Transaction Documents when executed will have been duly authorized and issued and will constitute valid and binding obligations of the City enforceable in accordance with their terms (subject to any applicable bankruptcy, reorganization, insolvency, moratorium or other similar law or laws affecting the enforcement of creditors' rights generally or against municipal corporations such as the City from time to time in effect and further subject to the availability of equitable remedies).

(e) No Conflict or Breach. The City is not in breach of or default in any material respect under (i) any applicable law or administrative regulation of the State or the United States or any applicable judgment or decree or (ii) any loan agreement, indenture, bond, note, ordinance, agreement or other instrument to which the City is a party or is otherwise subject, and no event has occurred and is continuing which, with the passage of time or the giving of notice or both, would constitute an event of default under any such instrument; and neither the execution and delivery of any of the Transaction Documents, or the consummation of the transactions contemplated thereby, nor the fulfillment of or compliance with the terms and conditions thereof conflicts with or constitutes a breach of or default under (i) any applicable law, administrative regulation, judgment or decree or (ii) the terms of any loan agreement, indenture, bond, note, ordinance, agreement or other instrument to which the City is a party or is otherwise subject; nor shall any such execution, delivery, adoption, fulfillment or compliance result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any of the property or assets of the City (i) under the terms of any such law, administrative regulation, judgment or decree or (ii) under the terms of any such loan agreement, indenture, bond, note, ordinance, agreement or other instrument, except as provided by the Transaction Documents.

(f) No Litigation. Except as otherwise set forth in the Official Statement, there is no action, suit, proceeding, inquiry or investigation at law or in equity or before or by any court, public board or body, pending or, to the knowledge of the City, threatened against the City wherein an unfavorable decision, ruling or finding would materially adversely affect (i) the transactions contemplated hereby or by the Official Statement, including the status of the interest on the Bonds as excludable from gross income of the owners thereof for federal income tax purposes or as exempt from income taxation in the State, (ii) the validity or enforceability in accordance with their respective terms of the Bonds, the Bond Ordinance, the Indenture, this Bond Purchase Agreement or any agreement or instrument to which the City is a party, used or contemplated for use in the consummation of the transactions contemplated hereby or by the Official Statement, or contesting in any way the completeness or accuracy of the Preliminary Official Statement or the Official Statement (nor to the best knowledge of the City, is there any basis therefor), (iii) the existence or powers of the City or the titles of its officers to their respective offices, or (iv) the financial condition of the City or the operation by the City of its property.

(g) No Consents or Approvals Required The City has received all licenses, permits, or other regulatory approvals required (if any) to execute the Transaction Documents and to perform its obligations thereunder and the City is not in material default, and no event has occurred which would constitute or result in a material default under any such licenses, permits or approvals.

(h) Preliminary Official Statement and Official Statement True and Correct. The descriptions and information contained in the Preliminary Official Statement and the Official Statement are and, as of their respective dates and at the Closing shall be, true and correct and do not, and with respect to the Preliminary Official Statement and the Official Statement, as of their respective dates and at the Closing shall not, contain an untrue statement of a material fact and do not, with respect to the Preliminary Official Statement and Official Statement, as of their respective dates and at the Closing, shall not omit to state a material fact necessary to make any statement made therein, in light of the circumstances under which it was made, not misleading.

(i) No Default Under Transaction Documents. The execution and delivery by the City of the Bonds, the Transaction Documents and the other documents contemplated hereby and by the Official Statement to be executed and delivered by the City, compliance with the provisions thereof, and the approval of the use of the Official Statement do not conflict with or constitute on the part of the City a breach of or a default under any existing law, court or administrative regulation, decree, order, agreement, ordinance, indenture, mortgage or lease by which the City is or may be bound. No event has occurred and is continuing which with the lapse of time or the giving of notice, or both, would constitute a breach of or an event of default by the City under the Transaction Documents.

(j) Application of Bond Proceeds. The City represents and warrants that the proceeds of the Bonds shall be used as provided in the Transaction Documents. The City shall not take or omit to take any action which action or omission shall in any way cause or result in the proceeds from the sale of the Bonds being applied in a manner other than as provided in the Transaction Documents and as described in the Preliminary Official Statement and the Official Statement.

(k) Securities Laws Cooperation. The City agrees to reasonably cooperate with the Underwriter in any endeavor to qualify the Bonds for offering and sale under the securities or "Blue Sky" laws of such jurisdictions of the United States as the Underwriter may request; provided, however, that the City shall not be required with respect to the offer or sale of the Bonds, or otherwise, to file written consent to suit or to file written consent to service of process in any jurisdiction. The City consents to the use of drafts of the Preliminary Official Statement, the Preliminary Official Statement and drafts of the Official Statement prior to the availability of the Official Statement by the Underwriter in obtaining such qualifications, subject to the right of the City to withdraw such consent for cause by written notice to the Underwriter.

(l) City Certificate. Any certificate signed by an authorized officer of the City and delivered to the Underwriter shall be deemed a representation and warranty by the City to the Underwriter as to the statements made therein.

(m) Financial Statements. The financial statements of the City included as Appendix D to the Preliminary Official Statement and the Official Statement and any other later available unaudited financial data of the City furnished to the Underwriter present fairly the financial position of the City as of the dates indicated and the results of its operations for the periods specified in all material respects for the periods involved except as stated in the notes thereto. The financial statements include both the government-wide (the statement of net position and statement of activities) and fund financial statements. The financial statements of the City have been prepared in conformity with generally accepted accounting principles (GAAP) as applied to local governmental units.

Since June 30, 2025, except as may be described in the Preliminary Official Statement and the Official Statement, (i) the City has not incurred any material liabilities, (ii) there has been no material adverse change in the financial position of the City or the operation by the City of its property, and (iii) there has been no material decrease in the City's fund balances, no increase in short-term debt or long-term debt of the City and no adverse change, or any development involving a prospective adverse change, in or affecting the general affairs, management, properties, financial position, or results of operations of the City, which in any such case is material to the City.

(n) Supplements to Official Statement. If the Official Statement is supplemented or amended pursuant to **subsection (o)** of this section, at the time of such supplement or amendment thereto and (unless subsequently again supplemented or amended pursuant to such subsection) at all times subsequent thereto including the Closing, the information contained in the Official Statement as provided in **subsection (h)** of this section, as so supplemented or amended, shall not contain an untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

(o) Subsequent Events. If between the date of the Official Statement and the Closing any event shall occur which might or would cause the information contained in the Official Statement to contain an untrue statement of a material fact or to omit to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, the City shall notify the Underwriter, and if in the opinion of the Underwriter, such event requires the preparation and publication of a supplement or amendment to the Official Statement, the City shall, at the expense of the City, supplement or amend the Official Statement in a form and in a manner approved by the Underwriter.

(p) Continuing Disclosure. The City will undertake, pursuant to the Continuing Disclosure Agreement, to provide certain annual financial information and operating data and notices of the occurrence of certain events. Except as otherwise disclosed in the Preliminary Official Statement and the Official Statement, the City has materially complied with all of its previous continuing disclosure obligations under the Rule.

6. Closing. Prior to or at 12:00 noon, Kansas City, Missouri time, on [closing date], 2026 or at such other time or such other date as shall have been mutually agreed upon by the City and the Underwriter (the **"Closing Time"**), the City will deliver, or cause to be delivered, to the Underwriter, the Bonds, in definitive form duly executed and authenticated by the Trustee, together with the other documents hereinafter mentioned; and the Underwriter will accept such delivery and pay the purchase price of the Bonds by delivering to the City immediately available funds payable to the order of the City (or such other arrangement as shall be mutually agreed upon by the City and the Underwriter) in an amount equal to the purchase price. Such payment and delivery is referred to herein as the **"Closing."**

Payment and delivery of the Bonds as aforesaid shall be made in Kansas City, Missouri, New York, New York, or such other place as is mutually agreed to by the City and the Underwriter. The Bonds will be delivered in denominations as set forth in the Indenture as definitive Bonds in fully registered form. The Bonds will be registered in the name of Cede & Co., as nominee for The Depository Trust Company (**"DTC"**). One fully registered Bond certificate for each maturity in the principal amount of such maturity (as set forth in **Schedule I** hereto) will be deposited with DTC, or delivered to the Trustee for "FAST" delivery prior to the Closing pursuant to the rules and procedures of DTC.

It is anticipated that CUSIP identification numbers will be printed on the Bonds, but neither the failure to print such numbers on any Bond nor any error in the printing of such numbers shall constitute cause for a failure or refusal by the Underwriter to accept delivery of and pay for any Bonds.

7. Events Permitting Underwriter to Terminate. The Underwriter shall have the right to cancel its obligation to purchase the Bonds and to terminate this Bond Purchase Agreement, without liability to the Underwriter, by written notice to the City if, between the date of this Bond Purchase

Agreement and the Closing, in the Underwriter's sole and reasonable judgment, any of the following events shall occur (each, a **"Termination Event"**):

(a) the market price or marketability of the Bonds, or the ability of the Underwriter to enforce contracts for the sale of the Bonds, shall be materially adversely affected by any of the following events:

(i) Legislation shall be enacted or for the first time actively considered for enactment by the Congress of the United States (**"Congress"**) or the legislature of the State or shall have been favorably reported out of committee of either body or be pending in committee of either body, or shall have been recommended to Congress for passage by the President of the United States or a member of the President's Cabinet, or a decision shall have been rendered by a federal court of the United States, a State court or the United States Tax Court, or a ruling, Ordinance, regulation or temporary regulation, release or announcement shall have been made or shall have been proposed to be made by the Treasury Department of the United States, the IRS or other federal or State authority with appropriate jurisdiction, with respect to federal or State taxation upon interest or other income to be derived by the City pursuant to the Transaction Documents, or upon interest on the Bonds or securities of the general character of the Bonds; or

(ii) There shall have occurred a formal declaration of national emergency or war or engagement in military conflict or hostilities whether conventional, nuclear and/or biological, by the United States or by other sovereign state or states against the United States or the occurrence of any military conflict or hostilities whether conventional, nuclear and/or biological, involving the United States without the benefit of a formal declaration of war by the United States or any conflict involving the armed forces of the United States shall have escalated beyond the level of such conflict as of the date hereof, or the occurrence of any acts of terrorists or attacks by terrorists within or outside of the borders of the United States which would cause the effective operation of the government of the United States to cease or which would cause the Underwriter to be unable to carry on its regular business; or the occurrence of any other national emergency or calamity, including natural disasters or a downgrade in the sovereign debt rating of the United States by any major credit rating agency or a payment default on United States Treasury obligations, which would cause the effective operation of the government of the United States to cease or which would cause the Underwriter to be unable to carry on its regular business; or

(iii) There shall be in force a general suspension of trading or material limitation on the New York Stock Exchange or another major exchange, or minimum or maximum prices for trading shall have been fixed and be in force, or maximum ranges for prices for securities shall have been required and be in force on any such exchange, whether by virtue of determination by that exchange or by order of the SEC or any other governmental authority having jurisdiction; or

(iv) Legislation shall have been enacted by Congress or shall have been favorably reported out of committee or be pending in committee, or shall have been recommended to Congress for passage by the President of the United States or a member of the President's Cabinet, or a decision by a court of the United States shall be rendered, or a ruling, regulation, proposed regulation or statement by or on behalf of the SEC or

other governmental agency having jurisdiction of the subject matter shall be made, to the effect that any obligations of the general character of the Bonds, the Bond Ordinance, the Indenture or the Transaction Documents, or any comparable securities of the City are not exempt from registration, qualification or other requirements of the Securities Act of 1933, as amended (the **"Securities Act"**) or the Trust Indenture Act or otherwise, or would be in violation of any provisions of the federal securities laws; or

(v) Except as disclosed in or contemplated by the Official Statement, any material adverse change in the affairs of the City shall have occurred; or

(vi) Any rating (A) on any bonds or other obligations of the City (B) if the Bonds are insured by a bond insurance policy, on the bond insurer, is reduced or withdrawn or placed on credit watch with negative outlook by any major credit rating agency; or

(b) Any fact, event or circumstance shall exist that either makes untrue or incorrect any statement or information contained in the Official Statement as then amended or supplemented (other than any statement provided by the Underwriter) or is not reflected in the Official Statement as then amended or supplemented, but should be reflected therein in order to make the statements and information contained therein, in the light of the circumstances under which they were made, not misleading and, in either such event, the City refuses to permit the Official Statement to be supplemented or corrected in a form and manner approved by the Underwriter or supply such statement or information or if such supplement or correction would, in the opinion of the Underwriter, materially adversely affect the market for the Bonds or the ability of the Underwriter to enforce contracts for the sale of the Bonds at the contemplated offering prices; or

(c) A general banking moratorium shall have been declared by federal, State of Missouri or State of New York authorities and be in force; or

(d) A material disruption in securities settlement, payment or clearance services affecting the Bonds shall have occurred; or

(e) Other action or events shall have occurred or transpired, any of which has the purpose or effect, directly or indirectly, of materially adversely affecting the federal income tax consequences of any of the transactions contemplated in connection herewith, or that securities of the general character of the Bonds shall not be exempt from registration under the Securities Act; or

(f) There shall have occurred since June 30, 2023, any material adverse change in the affairs of the City from that reflected in the financial statements of the City provided to the Underwriter in connection with the Bonds, not otherwise disclosed to the Underwriter or in the Official Statement; or

(g) Any representation of the City contained in this Bond Purchase Agreement or in any Transaction Document shall prove to be or to have been false in any material respect; or

(h) Litigation or an administrative proceeding or investigation shall be pending or threatened affecting, contesting, questioning or seeking to restrain or enjoin (i) the issuance or

delivery of any of the Bonds or the payment, collection or application of the proceeds of the Bonds or of other moneys or securities pledged or to be pledged under the Transaction Documents, (ii) the validity of the Bonds, (iii) the validity of any of the Transaction Documents or any proceedings taken by the City with respect to any of the foregoing, (iv) the titles to office of any member of the City Council of the City, (v) the incorporation, organization or existence of the City, or (vi) the legal power or authority of the City to enter into and engage in any of the transactions contemplated by the Transaction Documents.

The Underwriter is not aware of any such Termination Event existing as of the date hereof that would permit the Underwriter to terminate its obligations to purchase the Bonds.

Upon the occurrence of a Termination Event and the termination of this Bond Purchase Agreement by the Underwriter, all obligations of the City and the Underwriter under this Bond Purchase Agreement shall terminate, without further liability, except that the City and the Underwriter shall pay their respective expenses as set forth in **Section 10** hereof.

8. Conditions to Closing. The obligations hereunder of each party hereto shall be subject to the performance by the other party of its respective obligations to be performed hereunder at and prior to Closing, to the accuracy in all material respects of the representations and warranties herein of the other party as of the date hereof and as of the Closing Time, and to the following conditions, including the delivery by the appropriate party hereto or other entities of such documents as are enumerated herein:

(a) At the Closing Time, (i) the Transaction Documents shall have been authorized, executed and delivered, and shall not have been amended, modified or supplemented except as may have been agreed to in writing by the Underwriter and the City, the Closing in all events, however, to be deemed such approval, (ii) the proceeds of the sale of the Bonds shall have been deposited and applied as described in the Indenture and the Official Statement, (iii) the City shall have duly adopted and there shall be in full force and effect such ordinances as, in the opinion of Gilmore & Bell, P.C., Kansas City, Missouri (**"Bond Counsel"**), shall be necessary in connection with the transactions contemplated hereby, (iv) the City shall have delivered to the Underwriter the Official Statement within the time period and in a format that complies with the Rule and MSRB rules pursuant to **Section 4** hereof, and (v) the City shall have undertaken, pursuant to the Continuing Disclosure Agreement, to provide annual reports and notice of certain events.

(b) At or prior to the Closing Time, the Underwriter shall have received counterparts, copies or certified copies (as appropriate) of the following documents in form and substance satisfactory to Bond Counsel and the Underwriter:

(i) The approving opinion of Bond Counsel, dated the date of Closing, addressed to the City and the Underwriter, relating to the due authorization, execution and delivery of the Bonds, and the supplemental opinion of Bond Counsel.

(ii) A certificate of the City, dated the date of Closing, signed by authorized officials of the City, to the effect that (A) all representations and warranties of the City contained in this Bond Purchase Agreement are true and correct in all material respects on and as of the date of Closing with the same effect as if made on the date of Closing, (B) the City has complied with all of the agreements and satisfied all of the conditions on its part to be performed or satisfied at or prior to the Closing Time, (C) no event affecting the City has occurred since the date of the Official Statement which either makes untrue or incorrect in

any material respect as of the date of Closing any statement or information contained in the Official Statement or is not reflected in the Official Statement but should be reflected therein in order to make the statements and information therein not misleading in any material respect, and (D) there is no action, suit, proceeding or investigation before or by any court or public board or body pending or threatened against the City to restrain or enjoin the issuance, execution or delivery of the Bonds or in any manner questioning the proceedings or authority for the issuance of the Bonds or affecting directly or indirectly the validity of the Bonds or of any provisions made or authorized for their payment or contesting the existence of the City or the title of any of its officers to their respective offices.

(iii) The Official Statement authorized, approved and executed on behalf of the City by a duly authorized official thereof;

(iv) The Bond Ordinance, duly adopted by the City Council of the City.

(v) The Tax Compliance Agreement, duly executed by the City and Trustee;

(vi) The Continuing Disclosure Agreement duly executed by the City and the Dissemination Agent;

(vii) Letter from Moody's Investors Service, assigning a rating of "_____";

(viii) The Indenture, duly executed by the City and Trustee;

(ix) A certificate of the Trustee, dated the date of Closing, certifying to the receipt of the Purchase Price of the Bonds, and such other matters as shall be stated therein;

(x) A copy of the Blanket Issuer Letter of Representations; and

(xi) Such additional legal opinions, certificates, proceedings, instruments and other documents as Bond Counsel or the Underwriter may reasonably request to evidence compliance with all legal requirements, the truth and accuracy, as of the Closing, of the representations herein and the due performance or satisfaction of all agreements then to be performed and all conditions then to be satisfied.

The documents to be delivered to the Underwriter pursuant to this Bond Purchase Agreement shall be deemed to be in compliance with the conditions of this Bond Purchase Agreement if, but only if, in the reasonable judgment of the Underwriter, they are satisfactory in form and substance. No condition hereof shall be deemed to have been waived by the Underwriter, unless expressed specifically in writing and signed by the Underwriter.

Unless performance is waived by the party for whose benefit a condition or obligation is intended, if any person shall be unable to satisfy the above conditions to the obligations of any party to this Bond Purchase Agreement, or if the obligations hereunder of any party shall be terminated for any reason permitted by this Bond Purchase Agreement and unless otherwise waived, this Bond Purchase Agreement shall terminate and neither the Underwriter nor the City shall be under further obligation hereunder; except that the respective obligations of the City and the Underwriter, as provided in **Section 10** hereof, shall continue in full force and effect.

9. Survival of Representations, Warranties and Agreements. All representations, warranties and agreements of the City shall remain operative and in full force and effect, regardless of any investigations made by or on behalf of any other party and shall survive the Closing. The obligations of the City and the Underwriter under **Section 10** hereof shall survive any termination of this Bond Purchase Agreement.

10. Expenses. Whether or not the Bonds are sold to the Underwriter, the Underwriter shall be under no obligation to pay any expenses incident to the performance of the City's obligations hereunder. If the Bonds are delivered by the City to the Underwriter, the City shall pay, from the proceeds of the Bonds or from other funds of the City, the following expenses: (a) the cost of preparing, duplicating or printing, mailing and delivering the Transaction Documents, including the cost of electronically distributing and printing copies of the Preliminary Official Statement and the Official Statement and any amendment or supplement of either; (b) the cost of preparation and printing of the definitive Bonds; (c) the fees and expenses of the City, the Trustee, Bond Counsel and any entity performing continuing disclosure compliance research or providing continuing disclosure compliance reports and any other experts or consultants retained by the City; (d) the charges of any rating agency with respect to the Bonds; (e) the fees and expenses of the City's accountants, if any, in connection with the issuance of the Bonds; and (f) all other fees and expenses reasonably incurred in connection with the preparation of the Transaction Documents and/or the initial offering and sale of the Bonds (including without limitation the fees of counsel to the Underwriter) except those to be paid by the Underwriter pursuant to the last paragraph of this **Section 10**. Unless the City and the Underwriter otherwise agree, the City shall pay from the proceeds of the Bonds or reimburse the Underwriter from its available funds (in either case, if permitted by applicable law) for all incidental costs (excluding entertainment expenses) paid by the Underwriter on behalf of the City in connection with the marketing, issuance and delivery of the Bonds.

If the Bonds are sold to the Underwriter by the City, the City shall pay out of the proceeds of the Bonds the discount of the Underwriter or the purchase price paid for the Bonds shall reflect such discount.

Except as otherwise provided in this **Section 10**, the Underwriter shall pay the cost, if any, of qualifying the Bonds for sale in the various states chosen by the Underwriter, all advertising expenses in connection with the public offering of the Bonds and all other expenses incurred by it in connection with its public offering and distribution of the Bonds, not described above.

11. Amendments to Official Statement. If, after the date of this Bond Purchase Agreement and until the earlier of (a) ninety (90) days after the "end of the underwriting period" (as defined in the Rule) or (b) the time when the Official Statement is available to any person from a nationally recognized municipal securities information repository, but in no case less than twenty-five (25) days following the end of the underwriting period, an event relating to or affecting the City shall occur, or come to the attention of the City, the City shall promptly notify the Underwriter and, if as a result of such event, it is necessary, in the opinion of Bond Counsel or the Underwriter, to amend or supplement the Official Statement in order to make the Official Statement not misleading in the light of the circumstances then existing, the City will forthwith prepare and furnish to the Underwriter a reasonable number of copies of an amendment of or supplement to the Official Statement (in form and substance satisfactory to the Underwriter) which will amend or supplement the Official Statement so that it will not contain an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements not misleading. The expenses of preparing such amendment or supplement shall be borne by the City. Thereafter, all references to and representations regarding the Official Statement contained herein shall refer to or regard the Official Statement as so amended or supplemented. For the purpose of this Section, the City will furnish to the

Underwriter such information with respect to the City as the Underwriter may from time to time reasonably request. If notification is given by the City, or such information comes to the attention of the Underwriter, after the Closing Time, the City shall furnish, or cause to be furnished, such additional legal opinions, certificates, instruments and other documents as the Underwriter may reasonably deem necessary to evidence the truth and accuracy of any such supplement or amendment to the Official Statement.

12. Anti-Discrimination Against Israel Act. Pursuant to Section 34.600 of the Revised Statutes of Missouri, as amended (the "Act"), by entering into this Bond Purchase Agreement, the Underwriter certifies that it and its parent company, wholly or majority-owned subsidiaries, and other affiliates, if any, are not currently engaged in, or for the duration of this Bond Purchase Agreement will not engage in, a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel. The Underwriter understands that "boycott" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations, but does not include an action made for ordinary business purposes.

The foregoing certification shall not be deemed an admission or agreement that the Act is applicable to this Bond Purchase Agreement, but the foregoing certification is provided if the Act is applicable. If the Act is initially deemed or treated as applicable to any of this Bond Purchase Agreement, but it is subsequently determined not to apply for any reason including the repeal or amendment of the Act or any ruling of a court of competent jurisdiction as to the unenforceability or invalidity of the Act, then the foregoing certification shall cease and not exist.

13. Third Party Beneficiaries. The City agrees that the Underwriter is and shall be a third party beneficiary of any and all representations and warranties made by the City in the Transaction Documents, to the same effect as if the City had made such representations and warranties to the Underwriter in this Bond Purchase Agreement.

14. Notices. Any notice or other communication to be given to the City under this Bond Purchase Agreement may be given by delivering the same in writing at its address set forth above, and any notice or other communications to be given to the Underwriter under this Bond Purchase Agreement may be given by delivering the same in writing to the Underwriter at the following address:

Stifel, Nicolaus & Company, Incorporated
4622 Pennsylvania Avenue, Suite 210
Kansas City, Missouri 64112
Attention: Public Finance Department

15. Successors. This Bond Purchase Agreement is made for the benefit of the City and the Underwriter (including the successors or assigns of the Underwriter) and no other person including any purchaser of the Bonds shall acquire or have any rights hereunder or by virtue hereof.

16. Governing Law. This Bond Purchase Agreement shall be governed by and construed in accordance with the laws of the State.

17. Effectiveness. This Bond Purchase Agreement shall become effective upon your acceptance hereof.

18. Counterparts. This Bond Purchase Agreement may be executed in any number of counterparts, each of which so executed and delivered shall constitute an original and all together shall constitute but one and the same instrument.

19. Captions. The captions or headings in this Bond Purchase Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or section of this Bond Purchase Agreement.

20. Electronic Transactions. The transactions described herein may be conducted and related documents may be received, delivered or stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

[remainder of page intentionally left blank]

Very truly yours,

**STIFEL, NICOLAUS & COMPANY, INCORPORATED**

By: _____
Name: Michael Short
Title: Managing Director – Public Finance

Accepted and agreed to as of
the date first above written:

**CITY OF SPRINGFIELD, MISSOURI**

By: _____
Name: David Cameron
Title: City Manager

Approved as to Form _____, City Attorney

SCHEDULE I
TO
BOND PURCHASE AGREEMENT

**$[principal amount]**
**CITY OF SPRINGFIELD, MISSOURI**
**SPECIAL OBLIGATION IMPROVEMENT BONDS**
**SERIES 2026**

**Maturity Schedule**

[insert]

**Redemption Provisions**

***Optional Redemption.*** [Insert]

***Mandatory Redemption.*** [Insert]

***Extraordinary Optional Redemption.*** The Bonds are subject to redemption and payment prior to the stated maturity thereof, at the option of the City, in whole or in part on any date, at a redemption price of 100% of the principal amount of the Bonds being called for redemption, plus accrued interest thereon to the redemption date, upon the occurrence of any of the following conditions or events:

(1) if title to, or the use for a limited period of, all or substantially all of the improvements is condemned by any authority having the power of eminent domain (other than the City or any entity controlled by or otherwise affiliated with the City);

(2) if title to all or substantially all of the improvements is found to be deficient or nonexistent to the extent that the efficient utilization of such improvements by the City is impaired;

(3) if all or substantially all of the improvements are damaged or destroyed by fire or other casualty; or

(4) if as a result of changes in the Constitution of Missouri, or of legislative or administrative action by the State of Missouri or any political subdivision thereof, or by the United States, or by reason of any action instituted in any court, this Indenture shall become void or unenforceable or impossible of performance without unreasonable delay, or in any other way by reason of such change of circumstances, unreasonable burdens or excessive liabilities are imposed on the City.

EXHIBIT A
TO
BOND PURCHASE AGREEMENT

**UNDERWRITER'S RECEIPT FOR BONDS AND ISSUE PRICE CERTIFICATE**

**$[principal amount]**
**CITY OF SPRINGFIELD, MISSOURI**
**SPECIAL OBLIGATION IMPROVEMENT BONDS**
**SERIES 2026**

The undersigned, on behalf of Stifel, Nicolaus & Company, Incorporated (the "Original Purchaser"), as the original purchaser of the above-described bonds (the "Bonds"), being issued on the date of this Certificate by the City of Springfield, Missouri (the "Issuer"), certifies and represents as follows:

1. **Bond Purchase Agreement.** We have entered into a Bond Purchase Agreement (the "Bond Purchase Agreement"), dated [pricing date], 2026 (the "Sale Date") with the Issuer, providing for the purchase by the Original Purchaser from the Issuer of the Bonds.

2. **Receipt for Bonds.** We acknowledge receipt on the date hereof of the Bonds, consisting of fully registered Bonds numbered from R-1 consecutively upward, in authorized denominations or integral multiples thereof. The Bonds consist of "book-entry-only" certificates in a form acceptable to the Original Purchaser which have been delivered to the Depository Trust Company ("DTC") or to the Trustee for "FAST" delivery prior to the closing of the Bonds pursuant to the rules and procedures of DTC.

3. **Compliance with Bond Purchase Agreement.** We further acknowledge that we have timely received in satisfactory form and manner all proceedings, certificates, opinions, letters and other documents required to be submitted to us pursuant to the Bond Purchase Agreement prior to or on the date of the delivery of and payment for the Bonds (except to the extent we have waived or consented to modification of certain provisions thereof), and that the Issuer has in all respects complied with and satisfied all of its obligations to us which are required under the Bond Purchase Agreement to be complied with and satisfied on or before the date hereof.

4. **Issue Price.**

For purposes of this section the following definitions apply:

"Effective Time" means the time on the Sale Date that the Bond Purchase Agreement to purchase the Bonds became enforceable.

**[**"Holding Period" means with respect to each Undersold Maturity the period beginning on the Sale Date and ending on the earlier of the following:

(1) the close of the fifth (5th ) business day after the Sale Date; or
(2) the date and time at which the Original Purchaser has sold at least 10% of that Undersold Maturity of the Bonds to the Public at one or more prices that are no higher than the Initial Offering Price.]

"Initial Offering Price" means the price listed on **Schedule A** for each Maturity.

"Maturity" means Bonds with the same credit and payment terms; Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate maturities.

"Public" means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriting Firm or a related party to an Underwriting Firm. An Underwriting Firm and a person are related if it and the person are subject, directly or indirectly, to (A) more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (B) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (C) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other.

"Undersold Maturity" or "Undersold Maturities" means any Maturity for which less than 10% of the principal amount of Bonds of that Maturity were sold as of the Effective Time.

"Underwriting Firm" means (A) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) of this definition to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).

The Original Purchaser represents as follows:

1. Attached as **Attachment 1** is a copy of the pricing wire or similar communication used to communicate the Initial Offering Price of each Maturity to the Public.

2. As of the Effective Time all the Bonds were the subject of an initial offering to the Public.

3. As of the Effective Time none of the Bonds were sold to any person at a price higher than the Initial Offering Price for that Maturity.

4. [As of the Effective Time, there were no Undersold Maturities.][ For any Undersold Maturity, during the Holding Period each Underwriting Firm did not offer nor sell Bonds of the Undersold Maturity to the Public at a price that is higher than the respective Initial Offering Price for that Undersold Maturity.]

[5. Any separate agreement among any Underwriting Firm related to the sale of an Undersold Maturity during the Holding Period contained the agreement referenced in 4 above.]

The Issuer may rely on the foregoing representations in making its certification as to issue price of the Bonds under the Internal Revenue Code of 1986, as amended (the "Code"), and bond counsel may rely on the foregoing representations in rendering its opinion on the exclusion from federal gross income of the interest on the Bonds. We express no view regarding the legal sufficiency of any such computations or the correctness of any legal interpretation made by Gilmore & Bell, P.C., as bond counsel.

Nothing herein represents our interpretation of any laws or regulations under the Internal Revenue Code of 1986, as amended.

DATED: [closing date], 2026.

**STIFEL, NICOLAUS & COMPANY, INCORPORATED**, as underwriter

By: _____
Managing Director

By: _____
Director – Municipal Syndicate

**SCHEDULE A**

**$[principal amount]**
**City of Springfield, Missouri**
**Special Obligation Improvement Bonds**
**Series 2026**

**ATTACHMENT 1**

**PRICING WIRE**

CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Exhibit F

Budget Adjustment
0017

Revenues:

| Fund | Dept | Org | Account | P&G | Location | Amount | Description |
|---|---|---|---|---|---|---|---|
| 45100 | 09 | 14120 | 414020 | 000000 | 00000 | $ 9,000,000 | Municipal purpose bond proceeds (estimated) |
| 33200 | 09 | 14120 | 414020 | 000000 | 00000 | 200,000 | Municipal purpose bond proceeds (estimated) |
| Net Revenue Adjustment | | | | | | $ 9,200,000 | |

Expenditures:

| Fund | Dept | Org | Account | P&G | Location | Amount | Description |
|---|---|---|---|---|---|---|---|
| 45100 | 09 | 14120 | 509110 | 000000 | 00000 | $ 9,000,000 | Municipal purpose bond proceeds (estimated) |
| 33200 | 09 | 14120 | 509350 | 000000 | 00000 | 200,000 | Issuance cost and underwriter's discount (estimated) |
| Net Expenditure Adjustment | | | | | | $ 9,200,000 | |

Fund Balance Appropriation:

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

Explanation: To appropriate Special Obligation Improvement Bonds, Series 2026 for the purpose of providing improvements to public works administrative building, police property/evidence building, and fire station #14. Bond amount not to exceed $9,200,000.

Requested By:

08/20/26
Department Head Date

Approved By:

08/20/26
Director of Finance Date

City Manager Date

Authorization:

Council Bill No. 2026-201
Ordinance No. _____
1st Reading _____
2nd Reading _____
Journal Imp No. _____

CITY OF Springfield

## EXPLANATION TO COUNCIL BILL 2026-204 (HOSMER)

**FILED:** 08/18/2026

**ORIGINATING DEPARTMENT:** City Utilities

**TITLE:** A general ordinance approving the City Utilities' Fiscal Year 2027 Operating Budget for its Fiscal Year ending September 30, 2027.

**PURPOSE:** Approval of City Utilities' Fiscal Year 2027 Operating Budget.

**BACKGROUND INFORMATION:** As required by the Springfield City Charter, Article 16.8: The Board of Public Utilities shall prepare and submit to the Council, not less than 30 days prior to the end of the Board's fiscal year, a budget showing its estimated revenue for the coming year from all sources and its estimated expenditures for operating expenses, for depreciation, for payment of all outstanding obligations, for transfer to the City of payments in lieu of taxes, and all other estimated expenditures.

Article 16.9 of the Springfield City Charter further states that the approval of the said budget by the Council shall be deemed to be an appropriation of the money authorized for disbursement thereby, and no further action needs to be taken by the Council.

**REMARKS**: The end of City Utilities' current fiscal year and budget is Wednesday, September 30, 2026. The period included in City Utilities' Fiscal Year 2027 Operating Budget is October 1, 2026, through September 30, 2027.

**Submitted By:** Dwayne Fulk, President – Chief Executive Officer

**Authorized for inclusion on the agenda pursuant to City Code section 2-33:**
Maurice Jones, Deputy City Manager 09/02/2026

**Attachments:**
1. Ordinance - FY2027 Operating Budget
2. Final Submission of CU FY2027 Operating Budget

One-rdg. _____
P. Hrngs. _____
Pgs. _____
Filed: 09-01-26

Sponsored by: Hosmer

First Reading: _____ Second Reading: _____

COUNCIL BILL 2026-204 GENERAL ORDINANCE _____

AN ORDINANCE

APPROVING the City Utilities' Fiscal Year 2027 Operating Budget for its Fiscal Year ending September 30, 2027.

WHEREAS, the Board of Public Utilities of the City of Springfield, Missouri, has prepared and submitted to the Council a proposed budget showing its estimated revenue for the coming fiscal year from all sources and its estimated expenditures for operating expenses, for depreciation, for payment of all outstanding obligations, for transfer to the City of payments in lieu of taxes, and all other estimated expenditures; and

WHEREAS, said budget has been on file with the City Clerk of the City of Springfield, Missouri, for 30 days prior to the end of the current fiscal year.

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

Section 1 – The proposed budget for the fiscal year ending September 30, 2027, a copy of which is attached hereto and incorporated by reference as "Exhibit 1," approved by the Board of Public Utilities of the City of Springfield, Missouri, on August 20, 2026, be deemed to be an appropriation of the money authorized for disbursement thereby and should be and is hereby approved.

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: _____, Assistant City Attorney

Approved for Council action: _____, City Manager

# RESOLUTION

WHEREAS, the Board of Public Utilities of the City of Springfield, Missouri ("Board"), has the charter duty to take charge of, exercise control over and operate any public utilities owned, operated or acquired by the City of Springfield, Missouri ("City"), and all extensions thereof and appurtenances thereto belonging, under the name City Utilities of Springfield, Missouri ("City Utilities"), including the responsibility to prepare and submit to City Council an annual budget;

WHEREAS, the Strategic Plan adopted by the Board on May 27, 2021, states that City Utilities will lead with integrity by ensuring that it fulfills its professional, ethical, regulatory, environmental and public safety responsibilities, maintain affordability by continually seeking opportunities to gain efficiencies and improve utilization of its resources, maintain a steadfast focus on infrastructure investment to increase resiliency and ensure the safe and reliable delivery of its services to its customers, and secure stable, affordable, and sustainable long-term access to utility supply resources for its community; and

WHEREAS, City Utilities' staff has presented and received input on a draft proposed Fiscal Year 2027 Operating Budget (the "Budget") from the Board and City Council, as well as the public by virtue of a public hearing opportunity, and has now presented to the Board a final proposed Budget in the form attached hereto as Exhibit A in accordance with City Charter Section 16.8, together with a form of City Council ordinance (the "Ordinance") and explanation (the "Explanation") attached hereto as Exhibits B-1 and B-2, respectively, proposing disbursement authority of $874,042,900 for City Utilities' 2027 fiscal year.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF PUBLIC UTILITIES OF THE CITY OF SPRINGFIELD, MISSOURI, that City Utilities' 2027-2031 Operating Plan incorporated herein by reference, including the Budget in the form attached hereto as Exhibit A, be approved, and the Budget, Ordinance and Explanation be submitted to City Council for approval.

# CERTIFICATE

The undersigned duly qualified and acting Secretary of the Board of Public Utilities of the City of Springfield, Missouri, does hereby certify that the foregoing is a true and correct copy of a resolution adopted at a legally convened meeting of the Board held on the date set forth below, and further that such resolution has been fully recorded in the Board's minutes and records.

Dated this 20th day of August, 2026.

BOARD OF PUBLIC UTILITIES
TELECOMMUNICATIONS
ELECTRIC
NATURAL GAS
WATER
TRANSIT
CITY OF SPRINGFIELD

Ben Shantz, Secretary

PROPOSED

City Utilities
Connecting Our Community

# FY 2027
# OPERATING BUDGET

City Utilities
Connecting Our Community

July 30, 2026

Memo To: Chair and Members of the Board of Public Utilities

We are pleased to present City Utilities' 2027 Operating Budget for your consideration and approval. The budget for the fiscal year beginning October 1, 2026, requires approval by the Board of Public Utilities and by City Council. The proposed budget outlines project expenditures necessary to responsibly serve our customers, and it establishes the approval of the budget and disbursement authority as required by the City Charter.

This budget is presented by functional category, with all capital, fuel, and non-capital expenditures displayed for fiscal years 2025, 2026, and 2027, respectively. Financial Statements are included in the budget document, specifically, a projected Statement of Net Position, a Statement of Revenues, Expenses and Changes in Net Position for the Utility, and Statements of Operations for the individual business units.

A special Board meeting has been scheduled for Tuesday, August 11, 2026, at 3:00 p.m. for presentation of this budget.

A public hearing for the 2027 Operating Budget followed by a joint Board/City Council study session has been scheduled for Thursday, August 13, 2026, at 5:30 p.m.

On behalf of our management team and all the employees of City Utilities responsible for producing the 2027 Operating Budget, we would like to thank you for your support in this final part of our annual planning effort. The input you provide during the year, and especially during the budget process, is invaluable. We would be pleased to answer any questions you may have or provide any additional information you would find useful. Please call Amy Derdall or me for clarification or comment while considering this budget.

Respectfully,

Dwayne Fulk
President - CEO

c: Mayor and Members of the City Council
CU Citizens Advisory Council
CU Executive Leadership Team
City Manager
City Clerk

417.863.9000 PHONE | 301 EAST CENTRAL STREET Springfield, MO 65802 | P.O. BOX 551 Springfield, MO 65801 | cityutilities.net WEB

## OPERATING BUDGET


| | |
|---|---|
| Executive Summary | A |
| Receipts Highlights | B |
| Capital Improvements | C |
| Operating Expenditures | D |
| Financial Statements | E |

# BOARD OF PUBLIC UTILITIES

Alina Lehnert, Chair
Gerry Lee, Vice Chair
Ben Shantz, Secretary
Ryan Mooney, Assistant Secretary

| | |
|---|---|
| Steve Dooley | Heather Ramsey |
| Erin Danastasio | Jeff Shore |
| Hal Higdon | Clif Smart |
| Ryan Kruger | David Cameron, Ex-Officio |

# CITY UTILITIES CITIZENS' ADVISORY COUNCIL

As of 6/30/2026

Jay Titus, Chair
Ashley Casad, Vice Chair

| | |
|---|---|
| Richard Baker | Skip Jansen |
| Amy Blansit | Matt Morris |
| Carrie Brown | Rob Rector |
| Cliff Buchannan | Joe Reynolds |
| Crystal Roberts | Michele Rutayuga |
| Irwin Cohen | Jaimie Trussell |
| Mark Eck | Brandi VanAntwerp |
| Gordon Elliott | Isabelle Jimenez Walker |
| Mark Gambon | Michael Zimmerman |
| Sarah Hough | |

# CITY COUNCIL

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

# Budget Format

Pursuant to the Springfield City Charter, City Utilities is required to prepare an Operating Budget each year for consideration by the Board of Public Utilities and the City Council of Springfield, MO. Approval of the Operating Budget establishes the total amount of expenditures for that year. This amount is referred to as disbursement authority and represents the total amount of spending appropriated for the year for all purposes including the cost of fuels, labor and all other goods and services for capital and non-capital spending.

To ensure expenditures in any year do not exceed total disbursement authority, City Utilities budgets all expenditures within eighteen functional categories, which are groups of projects. These projects may be capital related such as the construction of a water storage tank or may be related to the operations and maintenance of the Utility. Included in the 2027 Operating Budget are projects related to the purchase of fuels for natural gas, power generation and purchased power as well as projects related to the maintenance of water mains, natural gas mains, electric poles and tree trimming. Each project includes all associated costs such as labor, contract services and purchased items. Each project is classified as capital, non-capital or fuels and is assigned to one functional category in the Operating Budget document.

Labor expenditures are assigned to the specific projects for actual and projected expenditures for the Operating Budget. There is no single project or line item included for labor.

Due to rounding, data tables presented in this Operating Budget document may not add to totals.

# Planning Approach

City Utilities' planning process is deliberate with a focus on sustainable financial strength while safely providing reliable services for our customers with affordable rates. The process is dynamic and incorporates the impact of changing variables such as customer demands, fuel prices, governmental regulatory changes and the economic climate.

The annual planning process begins by evaluating and projecting economic assumptions and customer usage expectations. It progresses to the identification of the operating and maintenance needs of the utility systems, ensuring consistent, safe service for our customers. Consideration of any addition or renewal of the infrastructure producing and delivering these services is then assessed. Regulatory and safety concerns are inherent throughout the process.

Ensuring quality and reliable services to meet the future needs of City Utilities' customers at competitive rates is ultimately the purpose of planning. This plan demonstrates prudent operations and expenditures of customer dollars for City Utilities.

# Planning Process

| | |
|---|---|
| **Determine Revenue Projections** | Customer Growth/Usage<br>Fuel Prices<br>Rates |
| **Project Managers Submit Project Requests** | Strategic Plan Objectives<br>Operation and Maintenance of Systems<br>Capital Improvements |
| **Project Requests Prioritized by Business Unit to Ensure** | Adequate Cash Reserves<br>Financial Targets Satisfied |

# Budget Review Schedule

| | |
|---|---|
| **July 30, 2026** | Distribution of the preliminary 2027-2031 Operating Plan |
| **August 11, 2026 (3:00 - 5:00 PM)** | Presentation of the preliminary 2027-2031 Operating Plan at a special-called Board Meeting |
| **August 13, 2026 (5:30 PM)** | Public Hearing and Board/City Council Joint Study Session on the preliminary 2027 Operating Budget |
| **August 14, 2026 - August 19, 2026** | Review comments, questions and/or study session with Board and City Council, as needed |
| **August 20, 2026 (3:00 PM)** | Board Approval of the 2027-2031 Operating Plan |
| **August 21, 2026** | Board-Approved 2027 Operating Budget filed with City Clerk |
| **September 8, 2026 (6:30 PM)** | First Reading and Public Hearing of Board-Approved 2027 Operating Budget by City Council |
| **September 21, 2026 (6:30 PM)** | Second Reading and Adoption of 2027 Operating Budget by City Council |

# Abbreviations

| | |
|---|---|
| ADA | Americans with Disabilities Act |
| AMI | Advanced Metering Infrastructure |
| BESS | Battery Energy Storage System |
| BWTP | Blackman Water Treatment Plant |
| DIA | Designated Improvement Account |
| DIMP | Distribution Integrity Management Program |
| DSC | Debt Service Coverage |
| EPA | Environmental Protection Agency |
| FEMA | Federal Emergency Management Agency |
| FTA | Federal Transit Administration |
| GIS | Geographic Information System |
| GRFF | Grid Resilience Formula Funding |
| HCMS | Human Capital Management System |
| HVAC | Heating, Ventilation and Air Conditioning |
| JRPS | James River Power Station |
| JTEC | John Twitty Energy Center |
| LCRI | Lead and Copper Rule Improvements |
| LSNGPS | Lake Springfield Natural Gas Peaking Station |
| MGS | McCartney Generating Station |
| MoDNR | Missouri Department of Natural Resources |
| MOSWIN | Missouri Statewide Interoperability Network |
| NOx | Nitrogen Oxide |
| NPDES | National Pollutant Discharge Elimination System |
| PFAS | Perfluoroalkyl and polyfluoroalkyl substances |
| PHMSA | Pipeline and Hazardous Material Safety Administration |
| PIC | Partnership Industrial Center |
| PSC | Public Service Commission |
| SBDC | Springfield Business Development Corporation |
| SCADA | Supervisory Control and Data Acquisition |
| SCM | Supply Chain Management |
| SCR | Selective Catalytic Reduction |
| $SO_2$ | Sulfur Dioxide |
| SPP | Southwest Power Pool |
| SWPA | Southwestern Power Administration |
| TEA | The Energy Authority |
| TIMP | Transmission Integrity Management Plan |
| TRS | Trunked Radio System |
| UPS | Uninterruptible Power Source |

# Glossary

| | |
|---|---|
| Americans with Disabilities Act | Federal law that protects people with disabilities from discrimination. |
| Construction Funds | These funds represent bond or financing proceeds held for construction of major capital projects. In addition to the initial bond proceeds deposited in this fund, yet-to-be consumed funds are invested, and earnings on these investments are added to help fund the overall cost of the project. Expenditures are reimbursed monthly to the Operating Fund. |
| Continuous Emissions Monitoring System | Instrumentation used to measure and record air pollutant emissions in real time from utility stacks (e.g., $SO_2$, NOx, $CO_2$). |
| Days Cash | Number of days of cash on hand (Working Capital) available to meet daily Utility operations. Excludes restricted funds. (1 Day of Cash = Annual Operating Expenses and Noncapital Subsidies divided by 365 days). |
| Debt Service | The organization's obligation to pay the principal and interest of all debt instruments according to a pre-determined payment schedule. |
| Debt Service Coverage | Financial metric that measures a utility's ability to generate enough operating income to cover its debt payments. Sum of Operating Income and Noncapital Subsidies, excluding depreciation and amortization and including other income divided by Total Annual Debt Service. |
| Designated Improvement Account | Funds in the DIA may be used for the maintenance and repair, construction, acquisitions, extensions, and improvements to a system. DIA includes the Board approved contingency, pollution, and disaster funds. |
| Disbursement Authority | Amount of funds approved to be disbursed in a given year. Approved by City Council per the City Charter. |
| Distribution Integrity Management Program | Regulatory program requiring gas utilities to evaluate and manage risks in their distribution pipelines to ensure safety and prevent leaks or failures. |
| Expenditure | The actual outflow of funds paid for assets, labor, goods, materials, or services. Expenditures are the accounting entry where disbursements or accruals are recognized. |
| Federal Transit Administration | U.S. government agency that provides financial and technical assistance to support public transportation systems. |
| Fiscal Year | October 1 to September 30. |
| Geographic Information System | Tool used to map and analyze infrastructure assets. |
| Integrated Marketplace | The SPP Integrated Marketplace is a wholesale electricity market. The marketplace aims to maximize cost-effectiveness, improve regional balancing of electricity supply and demand, and facilitate the integration of renewable resources. |
| Job Order Tracking System | Digital system to monitor, manage and record the progress of maintenance, repair, installation or service jobs from initiation to completion. |
| Missouri Drinking Water Primacy Fees | MoDNR mandated annual user fee on water bills for customers of public water systems to provide funding for laboratory services and activities the state must perform to maintain delegation of the federal drinking water program. |
| MOSWIN | Network of communications towers, base stations, dispatch consoles and communications software for federal, state and local agencies to communicate. |
| Non-Utility Receipts / Disbursements | Financial transactions that involve cash inflows (receipts) or outflows (disbursements) not directly related to the core utility operations. These collections or receipts, such as sales tax and sewer billings, create a non-utility disbursement when paid to the benefitting agency. |
| Operating Earnings | Operating Income and Noncapital Subsidies excluding depreciation expense. This metric ensures that each business unit is generating enough cash flow to fund its capital improvements, common capital improvements, transit support, and debt payments. |

# Glossary

| | |
|---|---|
| Receipt | Funds the organization receives as revenue or capital contributions and are either designated or undesignated. |
| Regional Transmission Organization | Manages the reliable operation and wholesale electricity market across large regions, coordinating power transmission and balancing supply and demand. |
| Reprojected Budget | The current year's budget updated for actual results through a portion of the year and updated revenues and fuels projections for the remainder of the Fiscal Year. |
| Reserve | An account used to set aside a portion of a fund balance as segregated for a specific future use. |
| Southwest Power Pool | The Southwest Power Pool, based in Little Rock, AR, oversees the bulk electric grid and wholesale power market in the central United States on behalf of a diverse group of electric utilities and transmission companies. |
| Southwestern Power Administration | Federal power marketing agency under the U.S. Department of Energy that markets hydroelectric power generated by U.S. Army Corps of Engineers dams in the south-central United States, primarily serving public utilities and electric cooperatives. |
| The Energy Authority | City Utilities is an equity member of The Energy Authority, an organization that provides energy market services to public power utilities. TEA provides professional services to CU including natural gas procurement and scheduling, market participation in SPP providing energy market forecasting and portfolio management and supports integrated resource planning. |
| Transmission Integrity Management Plan | Regulatory program requiring natural gas utilities to assess, monitor, and manage the safety and integrity of their high-pressure transmission pipelines. |
| Trunked Radio System | Partnership among City Utilities, the City of Springfield, and Greene County to operate and maintain a streamlined radio system, featuring multiple tower sites and channels for reliable, wide-area communication, crucial for coordinating public safety and utility operations across Southwest Missouri. |
| Uninterruptible Power Source | Backup power system that provides instantaneous, short-term power. |
| Watershed Committee of the Ozarks | Nonprofit organization focused on protecting and improving water quality in the Ozarks region through watershed management, education and collaborative planning. |
| Working Capital | Difference between a utility's current assets and current liabilities. The funds required to cover operation and maintenance expenses, purchase fuels and materials, fund capital investments, and debt service payments. |

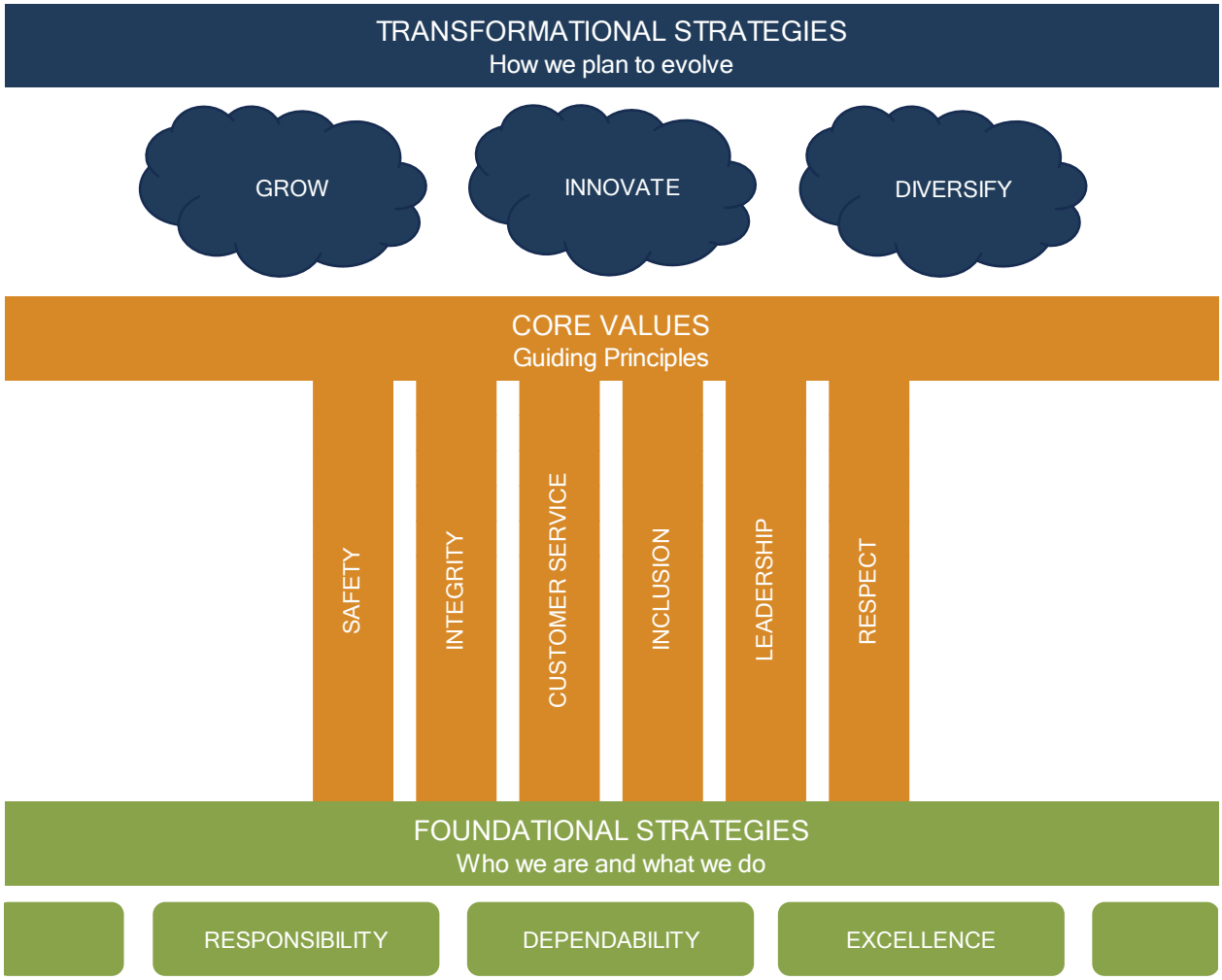
# Units of Measure

| | |
|---|---|
| BTU | British Thermal Unit, base unit of energy. |
| Dth | Dekatherm, a unit of energy that is equal to one million British thermal units. |
| kV | Kilovolt, used to define voltage levels in transmission and distribution systems. |
| kWh | Kilowatt-hour, standard electric billing unit for most customers. |
| MW | Megawatt, generation capacity and real-time power demand/load. |
| MWh | Megawatt Hour, energy accounting, billing, and generation tracking over time. |

# Strategic Plan

**Vision:** Deliver world-class services and exceptional value to our customers.

**Mission:** Advance the quality of life in our community through innovation, engagement, and stewardship.




The current Board of Public Utilities approved Strategic Plan includes mission and vision statements, foundational strategies, transformational strategies, and core values. For more information follow the QR code above.

# 2027
# OPERATING BUDGET

## EXECUTIVE SUMMARY


| | |
|---|---|
| Financial Targets | 2 |
| Sales Projections | 3 |
| Revenue Forecast | 4 |
| Fuels and Purchased Energy Assumptions | 5 |
| Capital Improvements | 6 |
| Expenditures | 7 |
| Disbursement Authority | 8 |
| Financial Results | 8 |
| Electric Power Supply | 8 |

City Utilities' 2027 Operating Budget reflects our continued commitment to delivering safe, reliable and affordable utility services while responsibly managing resources to meet the evolving needs of our customers and community. The budget aligns with the goals and priorities outlined in the Utility's Strategic Plan and supports long-term operational and financial sustainability.

As customer expectations and industry conditions continue to change, City Utilities remains focused on balancing service reliability, infrastructure investment and financial stewardship. While customer growth is expected to remain steady across Electric, Natural Gas and Water services, ongoing trends in energy usage, inflation, fuel market volatility and regulatory pressures continue to influence operating costs and long-term planning. In response, the Utility is pursuing operational efficiencies, strategic investments and proactive measures designed to minimize impacts on customer bills while maintaining dependable utility, transit and broadband services.

The 2027 Operating Budget provides an overview of the Utility's financial outlook, including revenue projections, customer growth assumptions, planned operating expenditures and major capital investments across each business unit. The budget also includes the disbursement authority calculation based on planned expenditures.

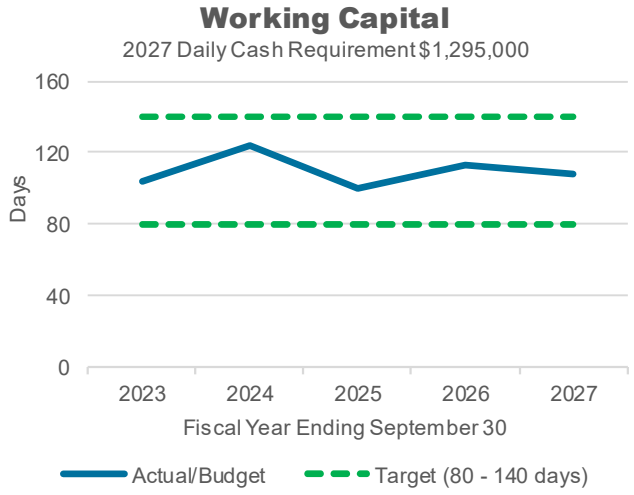
Additional sections of the Operating Budget provide further detail regarding revenue assumptions, operational priorities and planned capital improvements that support the day-to-day operation and maintenance of City Utilities' systems and infrastructure.

Following consideration and approval by the Board of Public Utilities, the 2027 Operating Budget will be presented to City Council for final consideration and approval.

# Financial Targets

## Working Capital

Working Capital is the cash used to meet the budgeted and operational needs of the Utility throughout the year. These are the funds required to purchase fuels and materials, fund capital investments, cover operation and maintenance expenses and debt service payments.

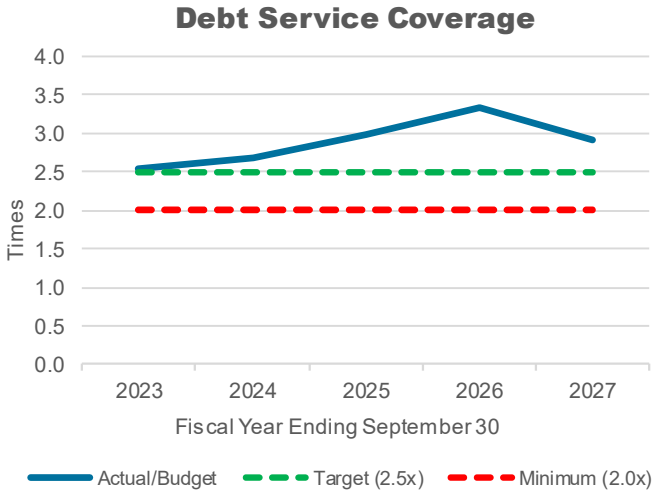



## Net Operating Earnings

Operating Earnings less Operating Requirements is a calculation management uses to ensure each business unit is generating sufficient cash flow to cover the business unit's capital improvements, common capital improvements, Transit System support and debt service payments.

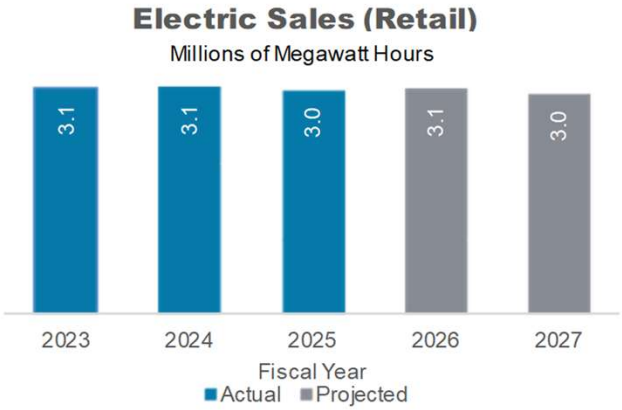
## Debt Service Coverage

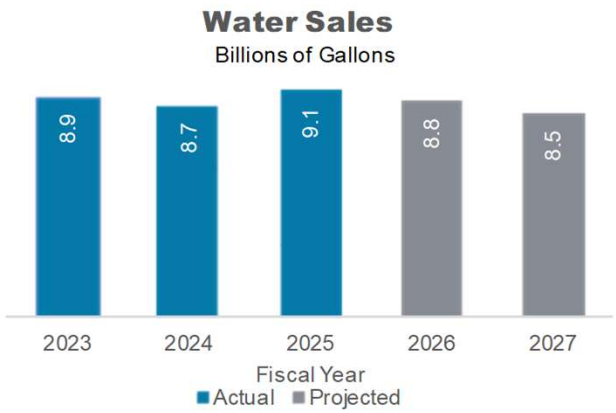
Debt Service Coverage is the ratio of total income (excluding depreciation and amortization) to total debt service. This ratio is expressed as a measure of how many times the Utility's adjusted annual income will cover the annual debt payments.

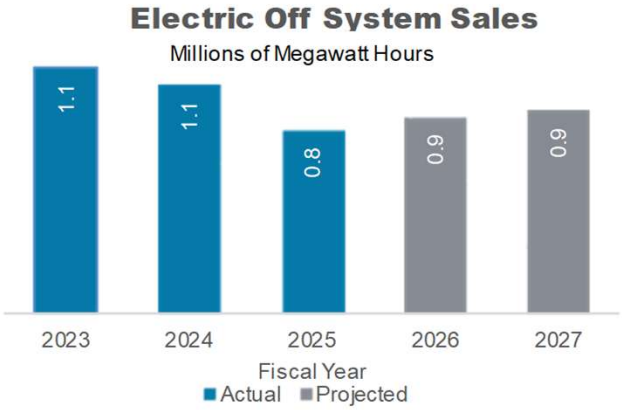


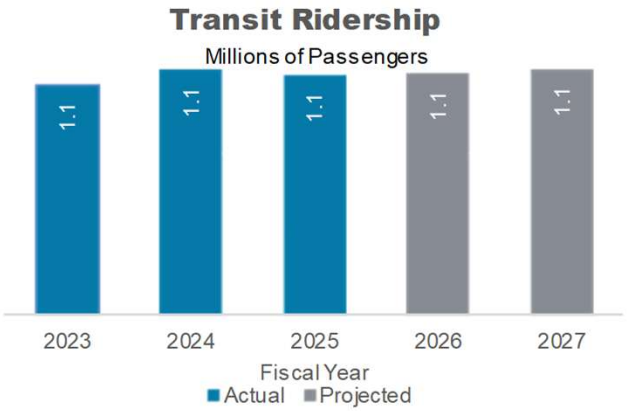
# Sales Projections

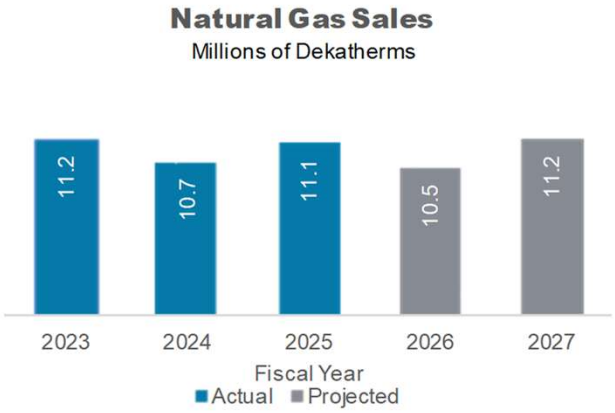
Electric, Natural Gas and Water sales demonstrate the impact of customer growth and usage projections of system sales included in the Operating Budget. Sales projections are based on normal weather. These projections exclude interdepartmental revenues.



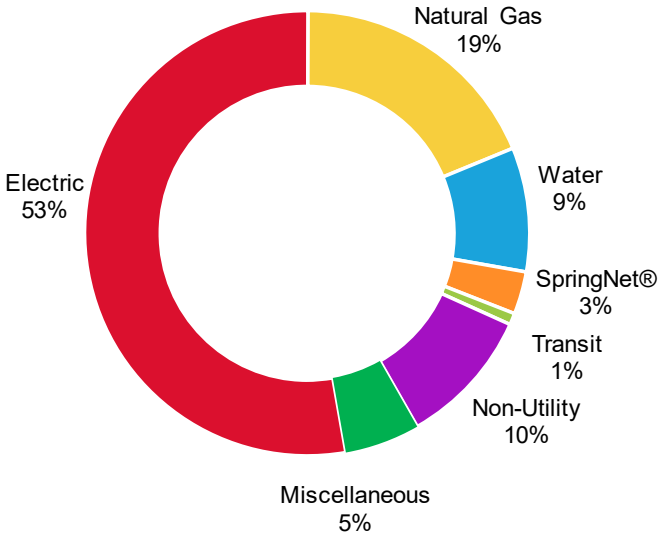



# Revenue Forecast

| Revenues/Receipts | | | |
|---|---|---|---|
| ($ in millions) | Actual | Reprojected | Budget |
| Utility Operating Revenues/Receipts: | 2025 | 2026 | 2027 |
| Electric | $ 335 | $ 391 | $ 390 |
| Natural Gas | 104 | 117 | 138 |
| Water | 66 | 69 | 67 |
| SpringNet® | 23 | 23 | 23 |
| Trunked Radio | 2 | 2 | 2 |
| Transit (including subsidies) | 6 | 6 | 6 |
| Non-Utility Receipts | 67 | 72 | 74 |
| Financing Proceeds | 303 | 81 | 0 |
| Miscellaneous Billings | 42 | 45 | 40 |
| **Total Revenues/Receipts** | **$ 947** | **$ 806** | **$ 739** |

**2027 Receipts Budget**




Receipts Highlights, Section B of the 2027 Operating Budget, includes additional information related to revenues and receipts within the Utility.

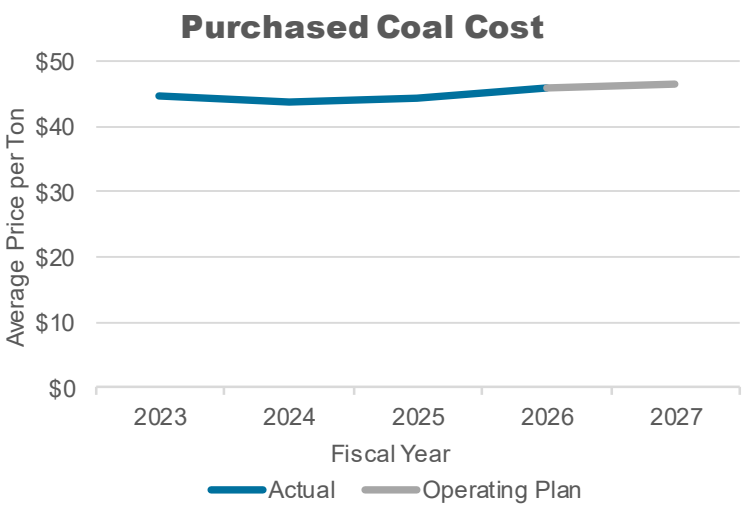
# Fuels and Purchased Energy Assumptions

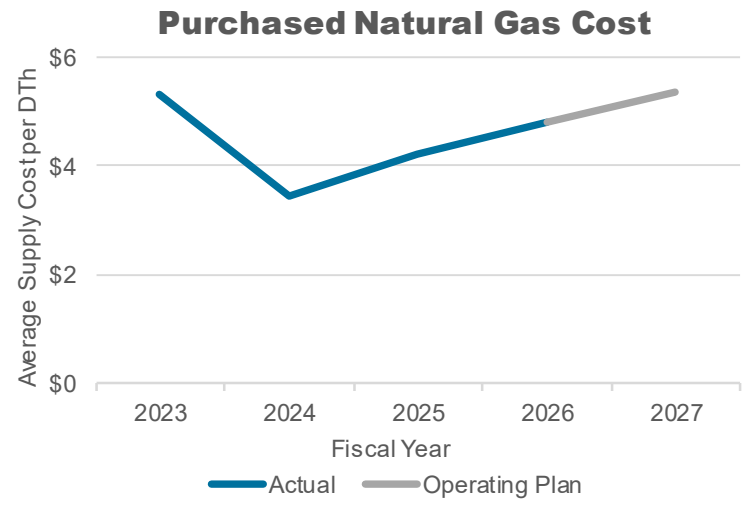
Fuels and purchased energy costs account for 27% of City Utilities' total 2027 budgeted expenditures. Most of these costs will be paid by City Utilities' customers through fuel cost adjustment mechanisms, which impact revenues and receipts.

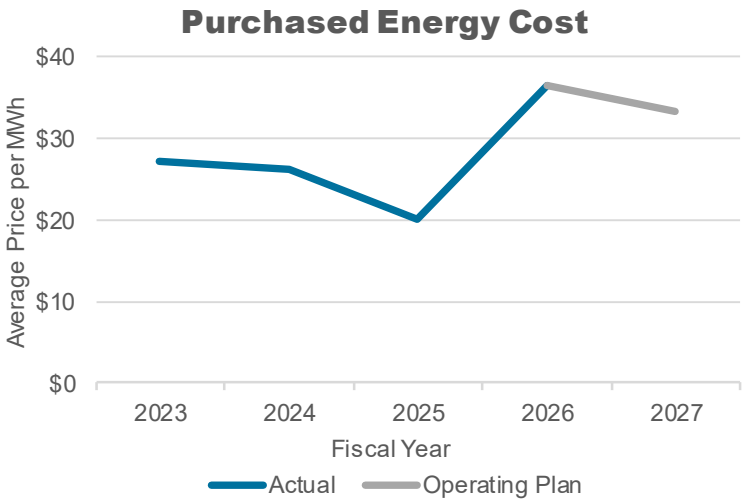
The 2027 budgeted cost of coal purchases is $51 million. Assuming normal weather, natural gas expenditures for 2027 are projected to be higher than 2026 due to forecasted higher prices. The 2027 budgeted cost of 16 million Dth of natural gas is $87 million. This includes $45 million for natural gas purchased for firm and curtailable customers and $23 million for transportation capacity. Natural Gas for power generation is budgeted at $19 million in fiscal 2027.

The budgeted cost of purchased energy for 2027 is $62 million and includes wind and solar energy purchased power agreements and purchases from the SPP Integrated Marketplace. City Utilities purchases energy from SPP to enhance system reliability and access more economical energy options than would be available through self-generation alone.

| Fuels and Purchased Energy | Budget |
|---|---|
| **Coal:** | |
| Tons Purchased | 1.1 million |
| Cost of Coal Purchases | $51 million |
| Delivered Price per Ton | $46.55 |
| **Natural Gas:** | |
| Dth Purchased | 16.2 million |
| Cost of Natural Gas Purchases | $87 million |
| Average Supply Cost per Dth | $5.37 |
| **Purchased Energy:** | |
| MWh Purchased | 1.8 million |
| Cost of Purchased Energy | $62 million |
| Average Price per MWh | $33.39 |



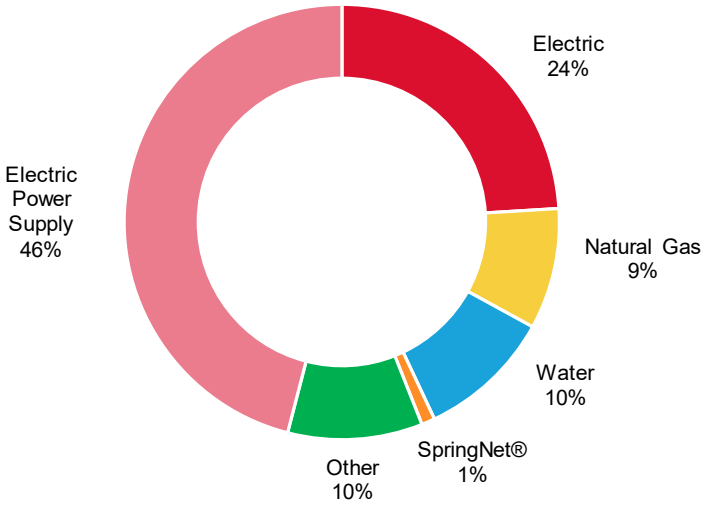



# Capital Improvements

| Capital Improvements | | | |
|---|---|---|---|
| ($ in millions) | Actual 2025 | Reprojected 2026 | Budget 2027 |
| Electric Power Supply | $ 161 | $ 163 | $ 75 |
| Electric Power Generation | 3 | 10 | 2 |
| Electric Transmission and Distribution | 20 | 27 | 37 |
| Natural Gas Transmission and Distribution | 9 | 14 | 14 |
| Water Supply and Treatment | 3 | 10 | 3 |
| Water Distribution | 13 | 15 | 14 |
| Transit | 0 | 2 | 1 |
| SpringNet® | 2 | 2 | 2 |
| Information Technology | 3 | 3 | 3 |
| Facilities | 1 | 3 | 2 |
| Vehicles and Equipment | 2 | 2 | 3 |
| Other Support | 0 | 0 | 0 |
| Contingencies | 0 | 6 | 6 |
| **Totals** | **$ 217** | **$ 258** | **$ 164** |

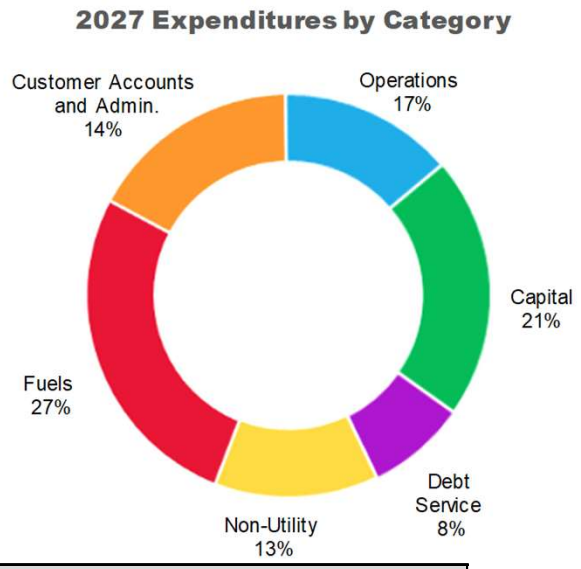
**Capital Expenditures by Category**




Capital Improvements, Section C of the 2027 Operating Budget, includes additional information on the capital budgeting process, descriptions of the capital projects and the strategies that each project supports.

# Expenditures

Total expenditures for the 2027 Operating Budget are projected at $797 million, a decrease of $85 million from the 2026 Reprojected Budget. Total Expenditures excluding Electric Power Supply are budgeted at $722 million in fiscal 2027.




## Project Expenditures

| ($ in millions) | Actual 2025 | Reprojected 2026 | Budget 2027 |
|---|---|---|---|
| **Fuels** | **$ 163** | **$ 207** | **$ 219** |
| **Operations:** [1] | | | |
| Power Generation | 30 | 39 | 31 |
| Electric T and D | 41 | 34 | 34 |
| Natural Gas T and D | 7 | 9 | 9 |
| Water Supply and Treatment | 7 | 7 | 8 |
| Water Distribution | 5 | 6 | 7 |
| Transit | 6 | 6 | 6 |
| Facilities | 7 | 8 | 8 |
| Vehicles and Equipment | 3 | 3 | 4 |
| SpringNet® | 7 | 6 | 6 |
| Information Technology | 14 | 15 | 17 |
| General Operations | 6 | 6 | 6 |
| **Sub-total Operations** | **132** | **140** | **135** |
| **Customer Accounts and Admin.:** [1] | | | |
| Human Resources | 67 | 72 | 75 |
| Finance | 9 | 10 | 9 |
| Administrative Support | 9 | 16 | 10 |
| Customer Support | 13 | 14 | 14 |
| **Sub-total Customer and Admin.** | **98** | **112** | **108** |
| **Capital Improvements** | **217** | **258** | **164** |
| **Debt Service** | **52** | **65** | **65** |
| **Non-Utility** | **93** | **101** | **106** |
| **Total Project Expenditures** | **$ 756** | **$ 882** | **$ 797** |

[1] Expenditures for “Operations” and “Customer Accounts and Admin.” consist of operations, maintenance, labor and administrative costs. Expenditures for “Customer Accounts and Admin.” includes cost of benefits for labor in “Operations” and “Capital Improvements.”

# Disbursement Authority

| Disbursement Authority | | |
|---|---|---|
| | Reprojected 2026 | Budget 2027 |
| Total Expenditures | $ 876,426,714 | $ 799,042,900 |
| Business Volatility and Fuels Contingency | 75,000,000 | 75,000,000 |
| Future Power Supply Contingency | 25,190,031 | 0 |
| **Total Disbursements** | **$ 976,616,745** | **$ 874,042,900** |

Total Disbursement Authority for the year is presented in Financial Statements, Section E, of the 2027 Operating Budget. In addition to expenditures, Total Disbursement Authority includes changes in payables balance sheet accounts, other miscellaneous payments, a Business Volatility and Fuels Contingency and a Future Power Supply Contingency. For fiscal 2027, disbursement authority for all funds totals $874 million.

The Business Volatility and Fuels Contingency includes an equity membership guarantee to TEA. Although remittance is not anticipated, it is included as a component of this contingency, should a payment be needed.

Use of the Business Volatility and Fuels Contingency would be offset by receipts through fuel adjustment mechanisms, should an increase in fuel costs occur or will be covered through other funding mechanisms.

The Future Power Supply Contingency would be used to address unexpected cost increases associated with the current Power Supply projects.

# Financial Results

Operating income and noncapital subsidies for the Utility is projected at $62 million in 2027. The Utility must generate income to fund capital investments, cover debt service payments and subsidize transit operations. If earnings are not sufficient, additional financing or rate increases may be required.

Electric operating income and noncapital subsidies is projected to be $53 million in 2027, a slight decrease compared to the 2026 reprojected budget. This funds the debt service payments on JTEC Unit 2, electric capital projects and a portion of the transit system subsidy.

Natural Gas operating income and noncapital subsidies is projected at $7 million for fiscal 2027. This is a $4 million increase from the 2026 reprojected budget due to a planned return to normal weather from the warm winter experienced in fiscal 2026.

Water operating income and noncapital subsidies is projected to be $12 million in 2027, a $6 million decrease from the 2026 reprojected budget. This decrease is due to lower revenues paired with increased expenses.

While Transit revenues and grant funding are expected to increase slightly in 2027, expenses increased. Transit's net loss after operating subsidies is expected to be $10 million in 2027, a slightly greater loss than 2026 reprojected budget. Transit is subsidized by Electric, Natural Gas and Water rates.

# Electric Power Supply

To meet power supply capacity reserve requirements established by SPP and ensure adequate electric supply for our customers, City Utilities is constructing natural gas-fired combustion turbines and utility-scale battery energy storage. These combustion turbines will have the ability to run on fuel oil which will enable them to operate in extreme cold weather during periods of natural gas curtailment.

Completion of this power supply initiative will increase the reliability of the electric system while further diversifying our generation sources. It will support future growth in the Utility service territory while meeting future SPP capacity requirements. This generation addition also provides flexibility when evaluating future retirement of aging generation assets.

This section provides key information by business unit related to revenues and receipts within the Utility. A brief description is included for each section of budgeted receipts for the Fiscal Year beginning October 1, 2026 through September 30, 2027.

Reprojected revenues and receipts are included for the Fiscal Year beginning October 1, 2025 through September 30, 2026.

For comparison, actual receipts for the Fiscal Year beginning October 1, 2024 through September 30, 2025 are also presented.

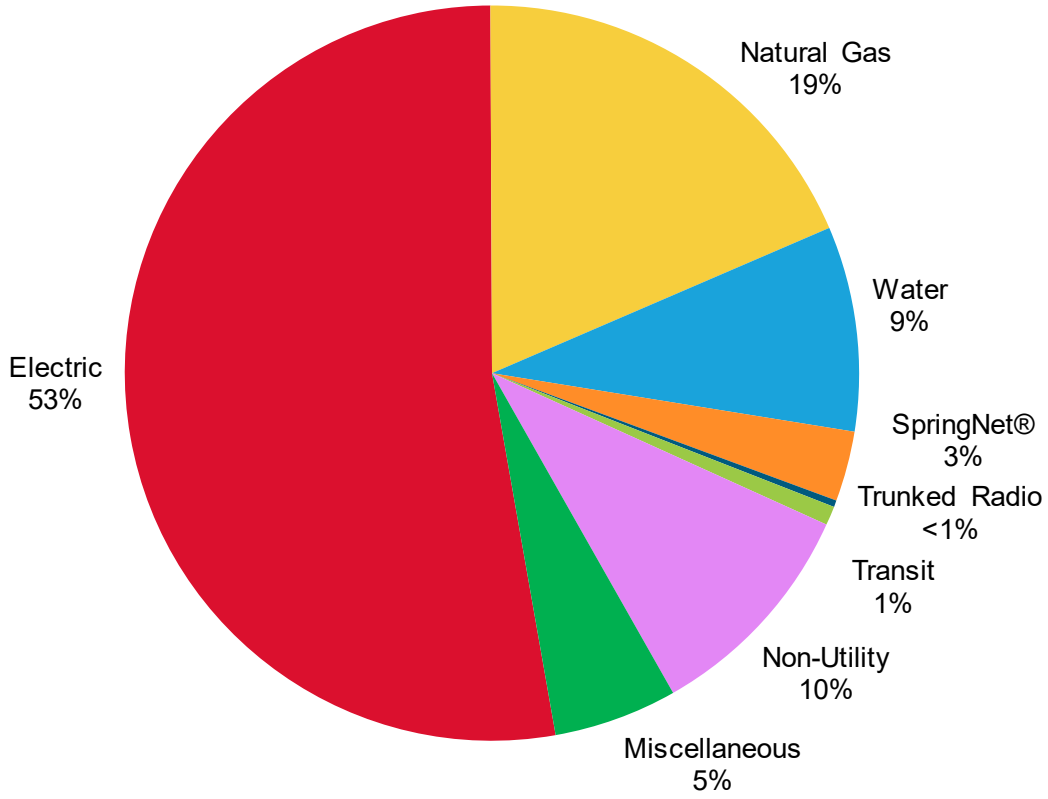
## RECEIPTS HIGHLIGHTS


| | |
|---|---|
| Summary by Category | 1 |
| Electric Revenues and Receipts | 2 |
| Natural Gas Revenues and Receipts | 3 |
| Water Revenues and Receipts | 4 |
| SpringNet® Revenues | 5 |
| Trunked Radio System Revenues | 6 |
| Transit Revenues and Operating Subsidies | 7 |
| Non-Utility Receipts | 8 |
| Miscellaneous Billings and Receipts | 9 |

# Summary by Category

| Receipts (000s) | Actual 2025 | Reprojected 2026 | Budget 2027 |
|---|---|---|---|
| Electric Revenues | $ 334,667 | $ 391,146 | $ 389,651 |
| Natural Gas Revenues | 103,971 | 117,006 | 137,676 |
| Water Revenues | 65,650 | 68,531 | 66,574 |
| SpringNet® Revenues | 22,770 | 22,871 | 22,803 |
| Trunked Radio Revenues | 1,967 | 2,173 | 2,205 |
| Transit Revenues and Operating Subsidies | 6,325 | 5,843 | 6,160 |
| Non-Utility Receipts | 67,325 | 72,439 | 74,135 |
| Miscellaneous Billings and Receipts | 344,719 | 126,364 | 40,163 |
| Total Receipts | $ 947,393 | $ 806,373 | $ 739,366 |

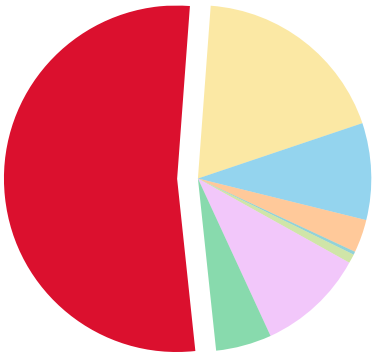
## 2027 Receipts by Category



# Electric Revenues and Receipts

| Receipts (000s) | Actual 2025 | Reprojected 2026 | Budget 2027 |
|---|---|---|---|
| System Sales | $ 309,621 | $ 338,736 | $ 346,283 |
| For Resale | 16,769 | 30,802 | 22,761 |
| Other Operating Revenues | 8,277 | 21,608 | 20,607 |
| Total Revenues | $ 334,667 | $ 391,146 | $ 389,651 |
| System Sales (MWh) | 3,047,518 | 3,053,956 | 3,022,102 |
| Off-System Sales (MWh) | 845,490 | 904,711 | 936,000 |
| Total Sales (MWh)* | 3,893,008 | 3,958,667 | 3,958,102 |

*Excludes Interdepartmental Sales



## Overview

Electric sales revenues include amounts billed to customers for the sale of electricity and the recognition of unbilled revenues and fuel cost recovery. Sales revenues also include interdepartmental sales charged to other operating areas of the Utility. Other operating revenues include miscellaneous service charges and other revenues as detailed on the Electric Statement of Operations (see E-4).

The 2027 operating budget reflects the first of two Power Supply electric rate adjustments approved by the Board of Public Utilities and City Council in September 2025.

## Reprojected Adjustment

- Fiscal 2026 reprojected system sales revenues and volumetric units sold are expected to increase slightly from budget projections, driven by increased use per customer. The reprojected system sales volumes are expected to be in line with fiscal 2025.
- Off-system sales revenues for fiscal 2026 are reprojected at $31 million, an increase of $3 million compared to the budget projections. This revenue increase is driven by an increase in the off-system sales pricing.

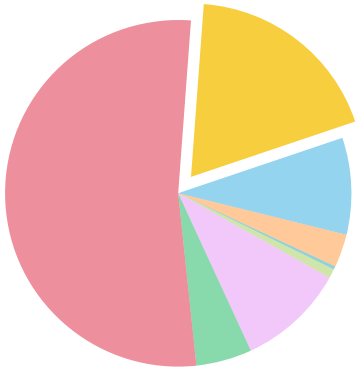
## Highlights

- Total residential customers are projected to increase 0.8% to 108,600 customers in fiscal 2027. Electric use per residential customer is projected to decrease approximately 1% with residential electric sales budgeted to remain around one million MWh in fiscal 2027.
- The average number of nonresidential customers is expected to increase by 0.7% to 16,000 customers. Nonresidential use per customer is projected to decrease 1% from fiscal 2026 levels. Nonresidential sales are projected to remain flat at nearly two million MWh in fiscal 2027.
- Off-system sales include energy sales through TEA and SPP. Many factors influence off-system sales, including local and regional energy demand, wind output in SPP and fuel costs. Off-system sales for fiscal 2027 are forecasted at 936,000 MWh.

# Natural Gas Revenues and Receipts

| Receipts (000s) | Actual 2025 | Reprojected 2026 | Budget 2027 |
|---|---|---|---|
| Sales Revenues | $ 102,175 | $ 115,147 | $ 135,608 |
| Other Operating Revenues | 1,796 | 1,859 | 2,068 |
| Total Revenues | $ 103,971 | $ 117,006 | $ 137,676 |
| Sales (DTh)* | 11,138,546 | 10,512,293 | 11,221,733 |
| Sales (DTh) to Power Generation | 3,183,830 | 3,693,706 | 4,772,826 |

*Excludes Interdepartmental Sales



## Overview

Natural gas sales revenues include amounts billed to customers for the sale of natural gas and the recognition of unbilled revenues and fuel cost recovery. Sales revenues include interdepartmental sales charged to other operating areas of the Utility. Other operating revenues include miscellaneous service charges and other revenues as detailed on the Natural Gas Statement of Operations (see E-5).

The 2027 operating budget reflects the second of a series of three natural gas rate adjustments approved by the Board of Public Utilities and City Council in September 2024.

## Reprojected Adjustment

- Sales revenues for fiscal 2026 are expected to decrease from budget projections by $5 million primarily due to a decrease in the residential and non-residential sales volumes of natural gas. Reprojected sales volumes decreased by about one million Dth from budget projections, primarily driven by warmer than normal weather experienced in winter 2025-26.

## Highlights

- Residential customers are projected to increase 0.1% to 76,900 customers in fiscal 2027. Weather-normalized residential natural gas use per customer is projected to remain flat in fiscal 2027 compared to fiscal 2026. Residential sales are budgeted at five million Dth in fiscal 2027.

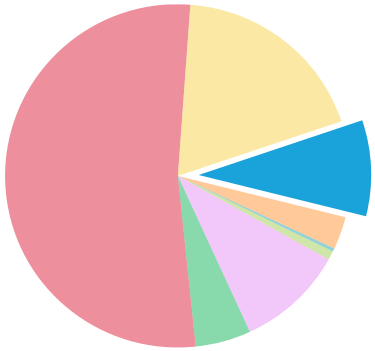
- Nonresidential customers are budgeted to increase 0.4% to 8,600 customers in fiscal 2027. Weather-normalized nonresidential natural gas use per customer is budgeted to remain flat in fiscal 2027 compared to fiscal 2026. Nonresidential natural gas sales are budgeted at six million Dth.

- Natural gas for power generation is budgeted at $19 million in fiscal 2027 for approximately five million Dth.

# Water Revenues and Receipts

| Receipts (000s) | Actual 2025 | Reprojected 2026 | Budget 2027 |
|---|---|---|---|
| Sales Revenues | $ 64,101 | $ 66,230 | $ 64,966 |
| Other Operating Revenues | 1,549 | 2,301 | 1,608 |
| Total Revenues | $ 65,650 | $ 68,531 | $ 66,574 |
| Sales (Thousand Gallons)* | 9,069,717 | 8,793,295 | 8,472,825 |

*Excludes Interdepartmental Sales



## Overview

Water sales revenues include the amounts billed to customers for the sale of water and the recognition of unbilled revenues. Sales revenues include interdepartmental sales charged to other operating areas of the Utility. Other operating revenues include miscellaneous service charges and other revenues as detailed on the Water Statement of Operations (see E-9).

## Reprojected Adjustment

- Sales revenues for fiscal 2026 are expected to increase 2% from budget projections due to higher-than-expected average customer use. The reprojected sales volumes are expected to be 3% lower than fiscal 2025 sales volumes.

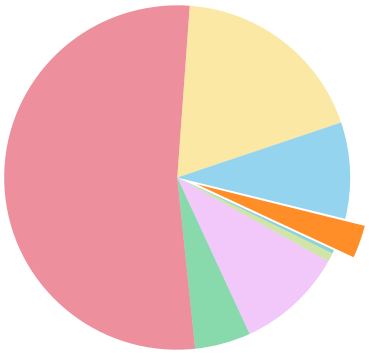
## Highlights

- Residential customers are budgeted to increase 0.5% to 78,700 customers in fiscal 2027. Water use per residential customer is budgeted to decrease about 1.5% in fiscal 2027 with residential sales decreasing slightly to four billion gallons in fiscal 2027.

- Nonresidential customers are budgeted to decrease 0.8% to 8,600 customers in fiscal 2027. Nonresidential use per customer is budgeted to decrease 1% during fiscal 2027 with nonresidential sales budgeted to decrease slightly to four billion gallons.

# SpringNet® Revenues

| Receipts (000s) | Actual 2025 | Reprojected 2026 | Budget 2027 |
|---|---|---|---|
| Sales Revenues | $ 22,770 | $ 22,871 | $ 22,803 |



## Overview

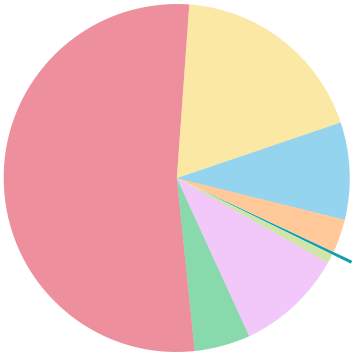
SpringNet® revenues are generated from leasing dark fiber to broadband service providers and from providing external broadband services to the business community. SpringNet® offers business solutions to commercial businesses including enterprise data users such as hospitals, banking institutions, universities, local schools, local internet service providers and small businesses.

## Highlights

- External sales of broadband services are estimated to remain around $23 million in fiscal 2027. Services available to the business community include Internet-type services (NetLink), networking services (LANLink), wireless attachment services and a new planned service offering for Voice over Internet Protocol (VoIP).

# Trunked Radio System Revenues

| Receipts (000s) | Actual 2025 | Reprojected 2026 | Budget 2027 |
|---|---|---|---|
| Sales Revenues | $ 1,967 | $ 2,173 | $ 2,205 |



## Overview

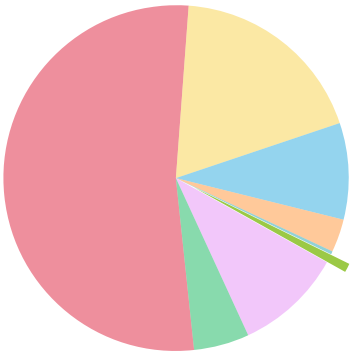
External TRS revenues are generated primarily through reimbursements from the City of Springfield and Greene County for the costs associated with operation and maintenance of the TRS as well as system upgrades. Additional revenues are generated by providing radio services to other public safety agencies and leasing tower space.

## Highlights

- External revenues are projected to be approximately $1 million. Revenue for fiscal 2027 remains consistent with fiscal 2026 to support system maintenance.
- Internal TRS services provided to City Utilities' operations are projected to be $1 million.

# Transit Revenues and Operating Subsidies

| Receipts (000s) | Actual 2025 | Reprojected 2026 | Budget 2027 |
|---|---|---|---|
| Sales Revenues | $ 983 | $ 933 | $ 954 |
| Operating Subsidies | 5,342 | 4,910 | 5,206 |
| Total Receipts | $ 6,325 | $ 5,843 | $ 6,160 |
| Total Revenue Passengers | 1,104,002 | 1,111,944 | 1,130,886 |



## Overview

Transit operating revenues are the fares collected from bus passengers, the sale of bus passes and discount cards, the revenues for advertising on transit assets and rent revenues for the transit center.

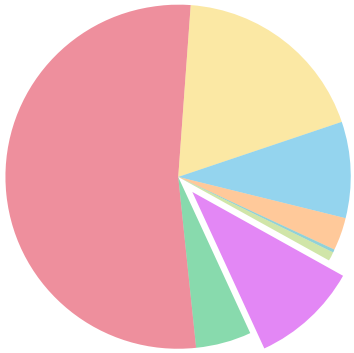
Operating subsidies from the FTA and the State of Missouri provide partial funding for the operation of the transit system.

## Highlights

- Fare revenues are expected to be consistent with fiscal 2026.
- Advertising sales are projected to be $117,000 in fiscal 2027, in line with fiscal 2026.
- City Utilities is eligible to receive partial reimbursement from the FTA to help fund system operations, maintenance, planning, capital improvements and safety and security expenses. In fiscal 2027, City Utilities expects to receive $3 million for operating assistance and $2 million for preventive maintenance.

# Non-Utility Receipts

| Receipts (000s) | Actual 2025 | Reprojected 2026 | Budget 2027 |
|---|---|---|---|
| Wastewater Revenue Billings | $ 54,129 | $ 57,684 | $ 58,249 |
| Sales Tax Collections | 12,650 | 14,228 | 15,357 |
| Missouri Drinking Water Primacy Fee | 431 | 427 | 428 |
| Customer Meter Deposits | 115 | 100 | 100 |
| Total Receipts | $ 67,325 | $ 72,439 | $ 74,135 |



## Overview

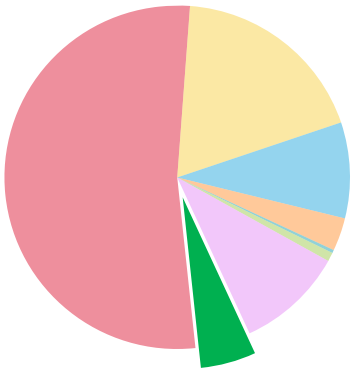
Non-Utility Receipts are funds City Utilities collects for third parties, including City wastewater revenue billings, sales tax and Missouri drinking water primacy fees. Upon collection, funds are subsequently remitted to the appropriate agency. Receipts of refundable customer deposits and other reimbursable items are also included in this category.

## Highlights

- City Utilities provides the City of Springfield with wastewater billing services. The Operating Budget includes collection of $58 million in fiscal 2027 from customers for the Environmental Services Wastewater Management Division of the City of Springfield.
- Non-Utility Receipts includes collection of $15 million in 2027 from customers for the State of Missouri for various state and local sales taxes.
- Non-Utility Receipts includes the collection of $428,000 from water customers for Missouri Drinking Water Primacy Fees to be remitted to the MoDNR.

# Miscellaneous Billings and Receipts

| Receipts (000s) | Actual 2025 | Reprojected 2026 | Budget 2027 |
|---|---|---|---|
| Interest Income | $ 20,119 | $ 17,918 | $ 14,356 |
| Gain (Loss) on Investments | (626) | (1,200) | (1,200) |
| Contributions in Aid of Construction | 402 | 1,395 | 950 |
| Other Grants | 121 | 0 | 0 |
| Capital Related | 6,513 | 10,508 | 12,568 |
| Non-Capital Related | 8,322 | 8,089 | 10,075 |
| Financing Proceeds | 303,095 | 81,200 | 0 |
| Other Receipts | 6,772 | 8,453 | 3,413 |
| Total Receipts | $ 344,719 | $ 126,364 | $ 40,163 |



## Overview

Miscellaneous Billings and Receipts are sources of funds for City Utilities not reflected in previous revenues or receipts. Sources include financing proceeds, interest income, customer contributions for extension of the distribution systems, contributions to Project Share, congressionally directed spending, grants and other miscellaneous billings.

## Reprojected Adjustment

- Reprojected 2026 includes financing proceeds of $81 million in additional borrowings to support the completion of the Power Supply projects.

## Highlights

- Interest income in fiscal 2027 is projected to be $14 million and consists primarily of earnings from portfolio investments and interest income related to lease arrangements. Investments are held to maturity and market value adjustments are not projected.
- Contributions in Aid of Construction include transit capital grants of $1 million from the FTA in fiscal 2027. These funds are projected to cover 80% of eligible Transit capital expenditures.
- Capital reimbursements for extensions are budgeted at $600,000 for the Electric system, $199,000 for the Natural Gas system, $498,000 for the Water system and $25,000 for SpringNet®.
- Capital reimbursements for municipal improvements are budgeted at $382,000 for the Natural Gas system, $600,000 for the Water system and $25,000 for SpringNet®.
- Capital reimbursements include grant receipts budgeted at $7 million for Natural Gas from PHMSA for replacement of aging infrastructure and $2 million for Water from EPA congressionally directed spending to start the Stockton Booster Station project. There is also $750,000 included for Electric from the MoDNR GRFF grant, which is currently being pursued.
- Receipts from customers for the Project SHARE program are included in the 2027 Operating Budget at $75,000. Project SHARE is a voluntary program that relies on community donations to assist City Utilities' customers in need with their utility bills through OACAC.

The Capital Improvements section provides information by functional category related to utility capital expenditures for the Fiscal Year beginning October 1, 2026 through September 30, 2027.

Capital project expenditures encompass goods, materials, services and labor costs of the project. A brief description is provided for each major project, including the budgeted capital expenditures for fiscal 2027.

## CAPITAL IMPROVEMENTS

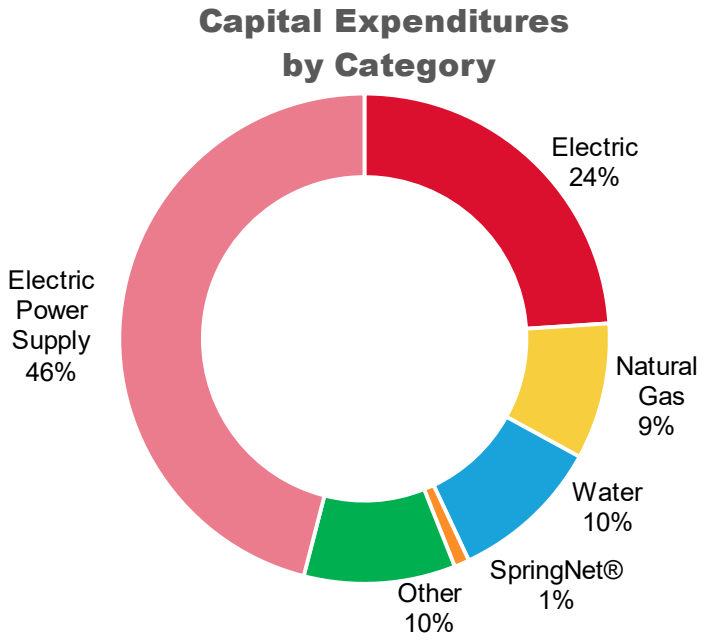

| | |
|---|---|
| Capital Improvements Summary | 1 |
| Electric | 2 |
| Natural Gas | 5 |
| Water | 7 |
| Transit | 9 |
| SpringNet® | 10 |
| Information Technology | 11 |
| Facilities | 12 |
| Vehicles and Equipment | 13 |

# Capital Improvements Summary

## Purpose

Capital planning is a fundamental part of the budgeting process for a utility. City Utilities uses the capital budget as a tool to manage competing demands for resources through a process of planning and prioritizing those resources. Capital improvements are necessary to maintain and rehabilitate aging infrastructure to provide safe and reliable services to our existing customers, to prepare for future demand and to meet environmental and regulatory requirements.

This section presents an overview of City Utilities' capital improvement budget, including the planning process, the funding sources and the capital projects in the 2027 Operating Budget. Capital improvement projects are grouped by functional category and have a projected cost of $164 million in fiscal 2027.




| Functional Category (000s) | Major Capital | Recurring Capital | 2027 Capital Budget |
|---|---|---|---|
| Electric Power Supply | $ 74,550 | $ 0 | $ 74,550 |
| Electric Power Generation | 1,835 | 632 | 2,467 |
| Electric Transmission and Distribution | 25,925 | 11,104 | 37,030 |
| Natural Gas Transmission and Distribution | 9,780 | 4,615 | 14,395 |
| Water Supply and Treatment | 2,870 | 105 | 2,975 |
| Water Distribution | 8,492 | 5,697 | 14,190 |
| Transit | 1,151 | 15 | 1,166 |
| SpringNet® | 1,910 | 360 | 2,270 |
| Information Technology | 2,891 | 205 | 3,096 |
| Facilities | 1,810 | 175 | 1,985 |
| Vehicles and Equipment | 3,254 | 131 | 3,385 |
| Other Support | 0 | 71 | 71 |
| Contingencies | 0 | 6,200 | 6,200 |
| **Totals** | $ 134,469 | $ 29,311 | $ 163,780 |

## Contingencies

A portion of the contingency has been designated for revenue producing and municipal improvements projects. The level of activity in the public works, residential housing and commercial development markets is difficult to project with a high degree of certainty. When a project exceeds the budgeted allocation within a category, funds may be transferred from the designated contingency to supplement the budget for the impacted project.

## Power Generation

| (000s) | |
|---|---|
| **Major Capital Projects** | |
| McCartney Generating Station | $ 69,000 |
| Battery Storage Project | 5,550 |
| Upgrade Combustion Control Systems | 1,352 |
| JRPS Combustion Turbine Fire Suppression Upgrade | 482 |
| **Recurring/Small Capital** | |
| JTEC - Capital | 632 |
| **Totals** | $ 77,017 |

### McCartney Generating Station

**ESYC01 Budget:** $69.0 million
**Description:** Install three new 50 MW GE LM6000 gas turbines to help meet SPP's increasing planning reserve margin requirements and allow capacity for system growth and future generator retirements.
**Purpose:** Provide high efficiency, quick start, dual fuel resources to increase reliability to the aging power generation fleet. (Strategies – Dependability and Responsibility)
**Duration:** To be completed in fiscal 2028.

### Battery Energy Storage System

**ESOC58 Budget:** $5.6 million
**Description:** Install 5 MW x 6 hour zinc batteries at BWTP and 31 MW x 6 hour zinc batteries at JRPS.
**Purpose:** Batteries provide an alternative power source that can be deployed quickly without fuel constraints or emissions permitting. This initiative further diversifies our generation portfolio by adding a zero-emissions resource to meet the increased planning reserve margin requirement. (Strategies – Innovate and Diversify)
**Duration:** Will be operational in calendar year 2026.

### Upgrade Combustion Control Systems

**SWMC26 Budget:** $1.4 million
**Description:** Upgrade JTEC Unit 1 and Unit 2 distributed control system to the latest version. Also begin the upgrade of JTEC gas turbine distributed control system.
**Purpose:** Optimize availability, reliability, safety and efficiency of the Utilities' Power Generation fleet. (Strategy – Responsibility)
**Duration:** Ongoing.

### JRPS Combustion Turbine Fire Suppression Upgrade

**JRMC87 Budget:** $482,000
**Description:** The current fire suppression system is obsolete and will be upgraded.
**Purpose:** Detect and extinguish fires quickly to prevent damage and avoid outages. (Strategy – Responsibility)
**Duration:** To be completed spring 2027.

## Electric Transmission and Distribution

| (000s) | |
|---|---|
| **Major Capital Projects** | |
| Republic to PIC West 161kV | $ 6,119 |
| Pole Maintenance | 4,121 |
| Planned T&D System Improvement | 4,450 |
| Subs Transformer Replacements | 2,721 |
| Purchase Dist Transformers | 2,500 |
| Subs Switchgear Replacements | 2,490 |
| Purchase Addtl 161 kV Xfmr | 1,600 |
| GRFF - Pole & Trans Repl Grant | 1,118 |
| Subs Relay Replacements | 414 |
| Subs Circuit Brkr Replacements | 391 |
| **Recurring/Small Capital** | |
| Revenue Producing/Developer | 4,223 |
| Relocations and Municipal Improvements | 3,932 |
| Transmission and Distribution | 2,294 |
| Electric Measurement and Metering | 462 |
| Substations | 115 |
| Power Quality | 78 |
| **Totals** | $ 37,030 |

### Republic to PIC West 161 kV

**ELOC35/ESOC52/ESOC57 Budget:** $6.1 million
**Description:** Design and build a new 161 kV transmission line from the Republic substation to the PIC West substation.
**Purpose:** Complete the transmission loop through the Republic substation currently served by a single 161 kV transmission line from JTEC. The completion of the transmission loop reduces the risk of electric interruption to the area. (Strategies – Dependability and Responsibility)
**Duration:** To be completed in fiscal 2027.

### Pole Maintenance

**ELMC17 Budget:** $4.1 million
**Description:** Replace and maintain aging electric pole infrastructure.
**Purpose:** Work completed under this project will move toward establishing a 50-year pole replacement cycle. Planned maintenance is more cost effective than reactive maintenance (replacing poles after failure) and provides increased reliability to our customers. (Strategy – Dependability)
**Duration:** Ongoing.

### Planned Transmission and Distribution System Improvements

**ELOC15 Budget:** $4.5 million
**Description:** Address capacity and reliability projects identified by System Planning, in partnership with Economic Development and Transmission and Distribution. These may include new substations, feeder upgrades, feeder additions, voltage regulation or other upgrades to increase capacity and improve system reliability. Planned improvements include acquiring land for a new substation on LeCompte Road, purchasing a second transformer for the McCartney substation and completing feeder capacity upgrades in PIC.
**Purpose:** Anticipating customer needs and proactively making system improvements based on growth trends, capacity limitations, and other system-related-constraints is crucial to providing excellent customer service. (Strategies – Dependability and Grow)
**Duration:** Ongoing.

### Substation Transformer Replacements

**ESMC34 Budget:** $2.7 million
**Description:** Replace aging transformer fleet to reduce the risk of failure.
**Purpose:** Replace three transformers every two years. This project supports the replacement schedule of 75 substation transformers. Many in-service transformers are beyond their expected useful lives. (Strategies – Dependability and Grow)
**Duration:** Ongoing.

### Purchase Distribution Transformers

**ELOC05 Budget:** $2.5 million
**Description:** Purchase of distribution transformers.
**Purpose:** Each year, new transformers are installed to support new capital projects, maintenance efforts and restoration after outage events. It is important to maintain an adequate inventory of transformers to continue to meet the needs of City Utilities' system. (Strategy – Dependability)
**Duration:** Ongoing.

### Substation Switchgear Replacements

**ESMC39 Budget:** $2.5 million
**Description:** Replace aging substation switchgear.
**Purpose:** Replace three substation switchgear every two years. Aging substation switchgear are expensive to maintain and present reliability and safety risks. (Strategies – Dependability and Responsibility)
**Duration:** Ongoing

### Purchase Additional 161 kV Transformer

**ESOC47 Budget:** $1.6 million
**Description:** Acquire an additional 161 kV substation transformer to provide backup transformation services for substation transformers at McCartney, Republic and Mentor substations.
**Purpose:** To reduce outage time caused by the failure of a substation transformer. Without a spare, the failure of a substation transformer can result in extended outages and replacement lead times of twelve months or more. (Strategies – Dependability and Responsibility)
**Duration:** Project is scheduled for delivery in fiscal 2027.

### GRFF - Pole & Transformer Replacement Grant

**ELMC18 Budget:** $1.1 million
**Description:** Replace completely self-protected transformers and the associated wood poles.
**Purpose:** If received, this grant will advance the pole replacement program towards a 50-year replacement schedule and it will replace problematic completely self-protected transformers that are a potential environmental hazard and a reliability risk. (Strategy – Dependability)
**Duration:** This project will be completed at the end of fiscal 2030.

### Substation Relay Replacements

**ESMC02 Budget:** $414,000
**Description:** Replace aging substation relays. Protective relays are used to detect, locate and isolate faults on the electric transmission and distribution systems. Faults can result from a variety of causes including storms, failed equipment and automobile accidents.
**Purpose:** Ensure a high level of protection is maintained at all substations to decrease system disturbances by protecting assets within the substation. (Strategies – Dependability and Responsibility)
**Duration:** Ongoing.

### Substation Circuit Breaker Replacements

**ESMC20 Budget:** $391,000
**Description:** Replace aging and obsolete substation circuit breakers.
**Purpose:** Replace aging or poorly performing power circuit breakers in an ongoing effort to keep these critical pieces of protection and switching equipment operating effectively and efficiently. (Strategies – Dependability and Responsibility)
**Duration:** Ongoing.

## Natural Gas

| (000s) | |
|---|---|
| **Major Capital Projects** | |
| PHMSA - Natural Gas Main and Service Renewals | $ 4,946 |
| Natural Gas Main and Service Renewals | 2,218 |
| Natural Gas Main Tie-Ins | 1,518 |
| Natural Gas SCADA Upgrade | 334 |
| Natural Gas Peak Shaving Facility | 250 |
| Large Valve Replacement Program | 225 |
| District Regulator Stations | 172 |
| Valve Replacement Program | 117 |
| **Recurring/Small Capital** | |
| Revenue Producing | 2,715 |
| Relocations and Municipal Improvements | 1,151 |
| Natural Gas Measurement | 638 |
| Transmission and Distribution | 111 |
| **Totals** | $ 14,395 |

### PHMSA - Natural Gas Main and Service Renewals

**GSDC32/GSDC33 Budget:** $4.9 million
**Description:** Leverage grant funding from PHMSA to accelerate replacement of aging and higher-risk natural gas mains and services.
**Purpose:** Maintain the safe, reliable and efficient operation of the natural gas distribution system. These projects reduce the risk of leaks, unintentional releases and service interruptions while improving system integrity, operation and regulatory compliance. (Strategy – Dependability)
**Duration:** To be completed in fiscal 2030.

### Natural Gas Main and Service Renewals

**GSDC04 / GSDC05 Budget:** $2.2 million
**Description:** Proactively replace aging and higher-risk natural gas mains and services based on asset condition, material type, leak history and prioritization through the DIMP.
**Purpose:** To maintain the safe, reliable and efficient operation of the natural gas distribution system. These projects reduce the risk of leaks, unintentional releases and service interruptions while improving system integrity, operation and regulatory compliance. Where applicable, renewal projects are coordinated with water main renewals to achieve cost synergies through joint trenching. (Strategy – Dependability)
**Duration:** Ongoing.

### Natural Gas Main Tie-Ins

**GSDC11 Budget:** $1.5 million
**Description:** Construct natural gas main tie-ins to improve system reliability, redundancy, capacity and maintain compliance with regulatory requirements.
**Purpose:** Natural gas main tie-ins are needed to maintain regulatory compliance and improve reliability by providing a redundant natural gas feed to minimize customer outages during maintenance activities, such as excavation damages or leak repairs. (Strategy – Dependability)
**Duration:** Ongoing.

### Natural Gas SCADA Upgrade

**GSMC09 Budget:** $334,000
**Description:** Upgrade the natural gas SCADA system with new software and hardware and set up a backup Natural Gas Pressure Control Room.
**Purpose:** The natural gas SCADA system is critical for the safe and reliable operation of the transmission and distribution system. The SCADA system currently has several single points of failure, including the main server and human machine interface, data concentrator bank and pressure control room. Additional constraints include limited capacity for adding new curtailable customers and integrating advanced technology into the system. (Strategies – Responsibility and Innovate)
**Duration:** To be completed in fiscal 2029.

### Lake Springfield Natural Gas Peaking Station – Coating Rehabilitation

**GSDC20 Budget:** $250,000
**Description:** Power wash the LSNGPS tanks and above-grade piping to remove lichens and mildew, repair damaged paint and corrosion and apply a new clear coat to these facilities.
**Purpose:** The LSNGPS tanks and above-grade pipes are becoming overgrown with lichen, which damages the paint and leads to corrosion. This project will clean the surface and allow a clear coat to be reapplied, extending the life of the paint. (Strategy – Excellence)
**Duration:** This project will span fiscal 2027 and 2028.

### Large Valve Replacement Program

**GSDC34 Budget:** $225,000
**Description:** Evaluate system isolation needs and add, repair or replace valves as necessary to improve operational flexibility during emergency conditions. Ongoing study efforts continue to refine system requirements; however, preliminary findings indicate approximately 30 large-diameter valves (12-inch to 18-inch) will need to be installed or replaced.
**Purpose:** Following the Charleston incident, City Utilities' constructed an agreement with the Missouri PSC requiring the Utility to evaluate the feeder system and add new valves or replace existing valves to ensure safe isolation of the feeder system during an emergency. (Strategy – Responsibility)
**Duration:** Ongoing.

### District Regulator Station Renewals

**GSDC12 Budget:** $172,000
**Description:** Install new natural gas district regulator stations and rebuild or upgrade the existing district regulator stations. Quantity of regulator stations installed, rebuilt or upgraded will vary based on scope of need but generally this project supports 2 to 4 per year of the existing 165 stations.
**Purpose:** New regulator stations are needed to support system growth, increase system redundancy and mitigate low-pressure issues. Rebuilds and upgrades are required to replace aging and obsolete equipment, correct deficient station configurations and mitigate over-capacity situations. (Strategy – Responsibility)
**Duration:** Ongoing.

### Valve Replacement Program

**GSDC31 Budget:** $117,000
**Description:** Proactively replace aging and higher-risk natural gas valves.
**Purpose:** Valves will be identified for replacement through the valve inspection program based on their condition and operability in order to ensure safe and reliable operation of the natural gas system. (Strategies – Dependability and Responsibility)
**Duration:** Ongoing.

## Water Supply and Treatment

| (000s) | |
|---|---|
| **Major Capital Projects** | |
| Stocton Booster Station | $ 2,000 |
| Water Treatment Renewals & Replacements | 350 |
| BWTP Rapid Mix | 300 |
| Lab Instrumentation Upgrade | 220 |
| **Recurring/Small Capital** | |
| Water Treatment and Production | 105 |
| **Totals** | $ 2,975 |

### Stockton Booster Station

**ENGC15 Budget:** $2.0 million
**Description:** Construct a booster pump station for the water main connecting Stockton Lake to Fellows Lake to increase the flow rate. The Utility will receive reimbursement of $14 million through congressionally directed spending through EPA to supplement the construction cost of the booster station.
**Purpose:** A booster station is necessary to get the full benefit of the Corps of Engineers Stockton Water allocations. Current infrastructure can provide up to 21 million gallons per day of the currently authorized maximum withdrawal of 30 million gallons per day. Reliance on Stockton Lake to supplement Fellows Lake has increased in recent years due to limitations on using James River after water quality testing discovered evidence of PFAS upstream of the James River intake. (Strategy – Dependability)
**Duration:** To be completed in fiscal 2029.

### Water S&T Critical Asset Renewals & Replacements

**WTRC07 Budget:** $350,000
**Description:** Replace pumps, motors, valves and other essential components of the water treatment system.
**Purpose:** To identify and refurbish or replace critical assets within the water supply and treatment system. A planned approach is being developed to inspect two large pumps or other critical assets each year, based on their estimated remaining service life and then rebuild or replace these assets to maintain system reliability. (Strategies – Dependability and Responsibility)
**Duration:** Ongoing.

### Blackman Water Treatment Plant Rapid Mix

**WTBC17 Budget:** $300,000
**Description:** Repair of failing concrete on the east wall of the sedimentation basin.
**Purpose:** Extend the life of the current rapid mix through concrete repairs. (Strategy – Dependability)
**Duration:** To be completed in fiscal 2027.

### Lab Instrumentation Upgrade

**LABC02 Budget:** $220,000
**Description:** Purchase new and replacement lab equipment to improve accuracy, precision and efficiency.
**Purpose:** Lab equipment is used to evaluate the quality of drinking water, optimize water treatment chemicals and enable the Utility to produce drinking water that is compliant with all Federal and State regulations. Replacements are planned for instruments used to analyze water samples for metals such as lead and copper in compliance with EPA testing requirements. (Strategies – Dependability and Responsibility)
**Duration:** Ongoing.

## Water Distribution

| (000s) | |
|---|---|
| **Major Capital Projects** | |
| Water Main and Service Renewals | $ 7,618 |
| Water Main Tie-Ins | 874 |
| **Recurring/Small Capital** | |
| Municipal Improvements | 3,038 |
| Distribution System Improvements | 1,527 |
| Revenue Producing | 1,132 |
| **Totals** | $ 14,190 |

### Water Main and Service Renewals

**WSDC05 / WSDC06 Budget:** $7.6 million
**Description:** Proactively identify and replace aging and leak-prone water distribution mains. Water mains break from a variety of causes including age, weather, corrosion, ground movement and third-party damage. These failures could result in service disruption, property damage and water loss.
**Purpose:** Safeguard public health and ensure reliable water delivery by minimizing disruptions caused by main breaks. Where applicable, water main renewal projects are coordinated with natural gas main renewals to achieve cost synergies through joint trenching. (Strategy – Dependability)
**Duration:** Ongoing.

### Water Main Tie-Ins

**WSDC07 Budget:** $874,000
**Description:** Construct Phase II of the Southeast Water Tie-In.
**Purpose:** Improve system resiliency and maintain adequate pressure in the southeast portion of the distribution system by addressing the critical dependency on the existing 12-inch main. A redundant supply path is needed to mitigate pressure deficiencies identified under simulated outage conditions and to support reliable service during system disruptions. This improvement will also provide additional capacity to support anticipated demands from the future Booster III Pressure Zone, while enhancing overall distribution system performance in the southeast region. (Strategy – Dependability)
**Duration:** To be completed in fiscal 2027.

## Transit

| (000s) | |
|---|---|
| **Major Capital Projects** | |
| Fixed Route Fleet | 585 |
| Transit Enhancements | 566 |
| **Recurring/Small Capital** | |
| Transit Capital | 15 |
| **Totals** | $ 1,166 |

### Fixed Route Fleet

**BUSC02 Budget:** $585,000
**Description:** Purchase one new 30-foot Gillig diesel bus with FTA Section 5339 formula grant funding, requiring a 15% match.
**Purpose:** The replacement plan allows the Utility to maintain an appropriately aged fleet, in a state of good repair. The fixed route fleet currently consists of 23 diesel and 2 electric buses. The Utility will continue to seek grant funding to support the bus replacement program in future years. (Strategies – Dependability and Responsibility)
**Duration:** Ongoing.

### Transit Enhancements

**BUSC20 Budget:** $566,000
**Description:** Replace bus shelters and shelter pads to support ADA accessibility and improve aging shelters utilizing FTA Section 5310 grant funding, requiring a 20% match. Planned sidewalk enhancements will provide an accessible pathway and increased connectivity to the transit system.
**Purpose:** City Utilities desires to maintain and improve the accessibility, functionality and utility of the transit system by utilizing FTA Section 5310 – Enhanced Mobility for Elderly Individuals and Individuals with Disabilities grant funding to support these initiatives. (Strategies – Dependability and Responsibility)
**Duration:** Ongoing.

## SpringNet®

| (000s) | |
|---|---|
| **Major Capital Projects** | |
| Revenue Generation | $ 1,450 |
| Ethernet Infrastructure | 280 |
| Fiber/Outside Plant Infrastructure | 180 |
| **Recurring/Small Capital** | |
| Facility Relocations | 360 |
| **Totals** | $ 2,270 |

### Revenue Generation

**TELC05 Budget:** $1.5 million
**Description:** Expand fiber territory to meet customer demand for broadband services and to generate additional revenue through growth.
**Purpose:** Generate revenue growth to support economic development efforts. (Strategy – Grow)
**Duration:** Ongoing.

### Ethernet Infrastructure

**TELC03 Budget:** $280,000
**Description:** Support and enhance the Ethernet infrastructure (routers, switches, optical transport equipment) of the SpringNet® broadband network. Routers and switches generally require replacement every five to six years.
**Purpose:** Ensure the core network infrastructure of SpringNet® maintains adequate capacity and reliability to support growth demands from the Springfield business community. (Strategy – Dependability)
**Duration:** Ongoing.

### Fiber/Outside Plant Infrastructure

**TELC19 Budget:** $180,000
**Description:** Maintain and enhance fiber-optic-cable and allow construction of outside plant infrastructure such as equipment shelters.
**Purpose:** Maintain and construct fiber-optic-cable extensions as well as capacity additions to meet growing demand. (Strategy – Grow)
**Duration:** Ongoing.

## Information Technology

| (000s) | |
|---|---|
| **Major Capital Projects** | |
| Maintenance and Support - Operational Systems | $ 1,316 |
| Customer Experience | 675 |
| IT Infrastructure | 600 |
| Maintenance and Support - Enterprise Resource Planning Systems | 300 |
| **Recurring/Small Capital** | |
| Cybersecutity and IT Resliency | 130 |
| Maintenance and Support - Customer Systems | 75 |
| **Totals** | $ 3,096 |

### Maintenance and Support - Operational Systems

**ITDC28 Budget:** $1.3 million
**Description:** Migrate the current GIS to a new data model. Expand the server farm to support the new data model, tracking/traceability and other mapping services.
**Purpose:** The GIS supports a variety of map services for all commodities. The current data model will no longer be supported by the vendor, prompting migration to a new data model. (Strategy – Excellence)
**Duration:** Ongoing.

### Customer Experience

**ITXC01 Budget:** $675,000
**Description:** Implement systems and services related to modernizing the customer service call center software and third-party customer portal.
**Purpose:** Updates are driven by evolving customer expectations and the need to stay current with technology. (Strategy – Excellence)
**Duration:** Ongoing.

### IT Infrastructure

**ITPC06 Budget:** $600,000
**Description:** Routine hardware upgrades and replacements related to network infrastructure, virtual servers, storage and database hardware.
**Purpose:** Updating critical infrastructure will decrease the loss of support as technology advances, reduce the likelihood of a system failure and remain current on technology. (Strategies – Dependability and Responsibility)
**Duration:** Ongoing.

### Maintenance and Support - Enterprise Resource Planning Systems

**ITDC27 Budget:** $300,000
**Description:** Continued support and enhancement of enterprise resource planning systems.
**Purpose:** Support technology and processes with more efficient and secure solutions for Financials and HCMS. (Strategy – Responsibility)
**Duration:** Ongoing.

## Facilities

| (000s) | | |
|---|---|---|
| **Major Capital Projects** | | |
| Fire Sprinkler System Replacement | $ | 650 |
| Facilities Security | | 370 |
| Major Facilities Renovations | | 250 |
| Facilities System Improvements | | 230 |
| Pavement Projects | | 160 |
| Major Interior & Exterior Projects | | 150 |
| **Recurring/Small Capital** | | |
| Industrial Park Infrastructure | | 50 |
| Trunked Radio and SCADA Systems | | 75 |
| Other Facilities Improvements | | 50 |
| **Totals** | $ | 1,985 |

### Fire Sprinkler System Replacement

**PBMC44 Budget:** $650,000
**Description:** Replace the fire alarm panel system controls and components, and evaluate the existing, aging fire suppression system for future replacement needs.
**Purpose:** Maintain and upgrade fire suppression and alarm systems in staffed facilities. (Strategy – Responsibility)
**Duration:** Ongoing.

### Facilities Security

**SECC01 Budget:** $370,000
**Description:** Implement and improve physical security systems across critical facilities, including perimeter intrusion detection systems and access control point standardization.
**Purpose:** Strengthen protection of critical infrastructure, regulated assets and personnel by enhancing detection, access control and response capabilities through layered and standardized security measures. (Strategies – Responsibility and Excellence)
**Duration:** Ongoing.

### Major Facilities Renovations

**PBMC37 Budget:** $250,000
**Description:** Engineering and architectural design costs for renovations due to the major HVAC replacement.
**Purpose:** Facilities expansions and renovations to meet operational needs of the Utility. (Strategies – Dependability and Responsibility)
**Duration:** Ongoing.

### Facilities System Improvements

**PBMC18 Budget:** $230,000
**Description:** Upgrade or replace various types of HVAC equipment, air compressors, UPS systems, stand-by generators, controls and other facility mechanical equipment as they reach the end of their expected useful lives.
**Purpose:** To increase efficiency, promote reliability and ensure an adequate environment for essential technology. (Strategy – Dependability)
**Duration:** Ongoing.

### Pavement Projects

**PBMC01 Budget:** $160,000
**Description:** Maintain and replace parking lots, material yards and other concrete or asphalt facilities. Pavement projects for fiscal 2027 include grading and drainage improvements at the TecHouse.
**Purpose:** To ensure safe, accessible and effective paved facilities for essential functions. (Strategy – Dependability)
**Duration:** Ongoing.

### Major Interior & Exterior Projects

**PBMC03 Budget:** $150,000
**Description:** Essential repair and restoration of building components.
**Purpose:** Repair and restore building exteriors such as masonry repairs and sealing, window replacements, landscape restoration and ongoing maintenance. Renew and improve building interiors due to age or to enhance functionality. (Strategy – Dependability)
**Duration:** Ongoing.

## Vehicles and Equipment

| (000s) | |
|---|---|
| **Major Capital Projects** | |
| Medium/Heavy-Duty Fleet Assets and Equipment Replacement | $ 2,493 |
| Light-Duty Fleet Assets and Equipment Replacement | 761 |
| **Recurring/Small Capital** | |
| Electrified Fleet Assets | 113 |
| Vehicle Maintenance Shop Equipment | 18 |
| **Totals** | $ 3,385 |

### Medium and Heavy-Duty Fleet Assets and Equipment Replacement

**FLMC06 Budget:** $2.5 million
**Description:** Scheduled replacement of medium and heavy-duty fleet assets.
**Purpose:** Due to normal wear and tear, medium and heavy-duty fleet vehicles and equipment at the Utility are generally scheduled for replacement after 15 years of service. Best practices in the fleet industry indicate replacement cycles for medium and heavy-duty assets are between 12 and 15 years. Current replacement cycles more closely reflect a useful life of 16 to 20 years. (Strategies – Dependability and Responsibility)
**Duration:** Ongoing.

### Light Duty Fleet Assets and Equipment Replacement

**FLMC04 Budget:** $761,000
**Description:** Scheduled replacement of light-duty fleet assets.
**Purpose:** Due to normal wear and tear, light-duty fleet vehicles at the Utility are generally scheduled for replacement after 10 years of service. Best practices in the fleet industry indicate replacement cycles for light-duty assets are between 8 and 10 years to balance the cost of ownership and reliability. The current replacement cycles more closely reflect a useful life of 12 to 15 years. (Strategies – Dependability and Responsibility)
**Duration:** Ongoing.

City Utilities groups expenditures by functional category. Operating Expenditures are presented for the Fiscal Year beginning October 1, 2026 through September 30, 2027. Operating Expenditures encompass fuels, labor, operations, maintenance, customer and administrative costs.

For comparative purposes, actual expenditures for the year ended September 30, 2025 and reprojected expenditures for the year ending September 30, 2026 are also presented.

The Functional Responsibility sections include brief descriptions of each category and their functions.

The Reprojected Adjustment sections present significant changes to expenditures for the current Fiscal Year 2026.

Major Budget Initiatives encompass the major expenditures for large, nonrecurring and new projects for Fiscal Year 2027.

Annual Initiatives describe the significant ongoing daily activities that are budgeted within the category.

## OPERATING EXPENDITURES


| | |
|---|---|
| Operating Expenditures by Category | 1 |
| Power Generation | 2 |
| Fuels and Purchased Energy | 3 |
| Electric Transmission and Distribution | 4 |
| Natural Gas Transmission and Distribution | 5 |
| Water Supply and Treatment | 6 |
| Water Distribution | 7 |
| Transit | 8 |
| Facilities | 9 |
| Vehicles and Equipment | 10 |
| SpringNet® | 10 |
| Information Technology | 11 |
| Human Resources | 12 |
| Finance | 13 |
| General Operations Support | 14 |
| Administrative Support | 15 |
| Customer Support | 16 |
| Debt Service | 17 |
| Non-Utility | 18 |

# Operating Expenditures by Category

| Expenditures (000s) | Actual 2025 | Reprojected 2026 | Budget 2027 |
|---|---|---|---|
| Power Generation | $ 29,699 | $ 38,535 | $ 30,778 |
| Fuels and Purchased Energy | 163,022 | 206,631 | 218,972 |
| Electric Transmission and Distribution | 40,602 | 33,829 | 33,865 |
| Natural Gas Transmission and Distribution | 7,130 | 9,093 | 8,689 |
| Water Supply and Treatment | 6,895 | 7,131 | 8,130 |
| Water Distribution | 5,239 | 5,966 | 6,748 |
| Transit | 6,093 | 6,287 | 6,360 |
| Facilities | 6,871 | 7,829 | 7,893 |
| Vehicles and Equipment | 3,384 | 3,448 | 3,600 |
| SpringNet® | 6,809 | 6,315 | 6,315 |
| Information Technology | 13,969 | 15,401 | 16,931 |
| Human Resources | 66,948 | 71,887 | 75,045 |
| Finance | 9,405 | 9,903 | 9,068 |
| General Operations Support | 5,644 | 6,028 | 6,147 |
| Administrative Support | 8,663 | 16,060 | 9,557 |
| Customer Support | 12,788 | 13,811 | 14,405 |
| Debt Service | 52,058 | 65,152 | 64,907 |
| Non-Utility | 93,200 | 101,374 | 105,644 |
| Total Expenditures | $ 538,419 | $ 624,682 | $ 633,054 |

# Power Generation

## Functional Responsibility

Power Generation includes the local generation and control of electric power through the operation of JTEC, JRPS and MGS. These facilities encompass 503 MW of base load generation from two coal fired steam turbines and 359 MW of peaking capacity from six natural gas combustion turbines.

City Utilities is a member of the SPP, an RTO that operates a consolidated balancing authority for its members to schedule and dispatch energy resources. In conjunction with the consolidated balancing authority, SPP operates an Integrated Marketplace for members to market energy to and procure energy from other SPP members.

City Utilities' Power System Control area works with SPP to ensure the City Utilities' system always operates in a prudent, reliable manner.

City Utilities' Power Marketing area works with TEA to offer the Utility's energy resources into the SPP Integrated Marketplace.

The Transmission Planning area evaluates the system's future needs and develops plans necessary for the reliable delivery of bulk power to the Utility's system.

| Expenditures (000s) | Actual 2025 | Reprojected 2026 | Budget 2027 |
|---|---|---|---|
| JTEC Maintenance | $ 17,320 | $ 26,068 | $ 17,142 |
| JTEC Operations | 6,670 | 7,237 | 7,962 |
| JTEC Materials | 1,187 | 200 | 100 |
| Sub-Total JTEC | 25,176 | 33,505 | 25,204 |
| JRPS Maintenance | 678 | 610 | 852 |
| JRPS Operations and Materials | 173 | 209 | 213 |
| Sub-Total JRPS | 850 | 819 | 1,065 |
| Power Generation – Other | 3,672 | 4,211 | 4,509 |
| Total Expenditures | $ 29,699 | $ 38,535 | $ 30,778 |

## Reprojected Adjustment

- JTEC Maintenance costs increased compared to budget projections due to maintenance expenses found during the JTEC Unit 1 outage requiring boiler tube repairs.

## Major Budget Initiatives

- Planned outage work at JTEC consists of a major outage for Unit 2. The outage includes valve and generator inspection and repair. The total cost of fiscal 2027 JTEC outage work is expected to be $3 million.

## Annual Initiatives

- Operations and Maintenance expenditures for Power Generation include labor, goods, materials and services required to maintain the reliable operation of the local generating facilities.

# Fuels and Purchased Energy

## Functional Responsibility

Coal is the primary fuel used for generating electricity by the steam units at the JTEC. Natural gas is the primary fuel for the combustion turbines. The combustion turbines located at JRPS can utilize fuel oil when limitations on natural gas occur. The BESS will be online in fiscal 2027 to charge and discharge based on pricing and peak shaving signals.

City Utilities provides generation to the market and purchases energy from the market when economical. City Utilities purchases supplemental hydroelectric generated energy from the SWPA when it is available. It is estimated that in fiscal 2027 the Utility will receive nearly 38% of its energy (as a percentage of system sales) from zero-emissions sources.

Natural gas for resale to customers and for electric generation is transported to Springfield through pipelines operated by Southern Star Central Gas Pipeline, Inc. and Enable Gas Transmission, LLC. TEA, as an agent for City Utilities, purchases natural gas for City Utilities' customers.

## Annual Initiatives

- The Operating Budget assumes that the JTEC will burn low-sulfur coal from the Powder River Basin in Wyoming. The 2027 Operating Budget includes the purchase of approximately one million tons of coal at a cost of around $51 million or $46.55 per ton. The budgeted coal inventory on September 30, 2027, is approximately 200,000 tons valued at $7 million.

- The 2027 budgeted cost of 16 million Dth of natural gas is $87 million. This includes $45 million for natural gas purchased for firm and curtailable customers, $23 million for transportation capacity and $19 million for the purchase of five million Dth of natural gas used in power generation.

- The Operating Budget assumes a natural gas inventory of two million Dth valued at $7 million on September 30, 2026. The inventory will be withdrawn during the 2026-2027 heating season as needed to meet firm requirements for natural gas and will be replenished during the spring and summer of 2027. Natural gas inventory on September 30, 2027, is budgeted at $7 million for two million Dth.

| Expenditures (000s) | Actual 2025 | Reprojected 2026 | Budget 2027 |
|---|---|---|---|
| Coal | $ 49,651 | $ 52,932 | $ 51,070 |
| Natural Gas | 61,014 | 81,245 | 96,907 |
| Propane and Fuel Oil | 693 | 3,325 | 6,488 |
| Purchased Power | 48,393 | 65,999 | 61,706 |
| Emission Consumables | 2,814 | 2,632 | 2,311 |
| Other Electric-Fuel Handling | 378 | 416 | 406 |
| Other Natural Gas Supply | 79 | 82 | 83 |
| Total Expenditures | $ 163,022 | $ 206,631 | $ 218,972 |

- In August 2008, City Utilities entered a 20-year contract to purchase energy from the Smoky Hills Wind Project near Salina, Kansas. It is estimated that this 46 MW contract will deliver 136,900 MWh during fiscal 2027.

- In October 2013, City Utilities entered a 25-year contract to purchase energy from Strata Solar. It is estimated that this 4.95 MW contract will deliver 7,183 MWh in fiscal 2027.

- In November 2015, City Utilities entered a 22-year contract to purchase energy from Frontier Windpower, LLC, a wholly owned subsidiary of Duke Energy located near Ponca City, Oklahoma. It is estimated that this 200 MW contract will deliver 558,100 MWh in fiscal 2027.

- In January 2018, City Utilities entered a 20-year contract to purchase energy from the Diamond Vista Wind Project near Salina, Kansas. It is estimated that this 98 MW contract will deliver 353,900 MWh in fiscal 2027.

- The Operating Budget assumes the purchase of two million MWh of energy in fiscal 2027. The budgeted cost of purchased power is $62 million. This includes $3 million for fixed capacity charges for 50 MW purchased from the SWPA and $8 million for economic curtailments related to the three purchased power agreements for wind energy.

# Electric Transmission and Distribution

## Functional Responsibility

Electric Transmission and Distribution is responsible for the engineering, construction, operation and maintenance of more than 1,800 miles of overhead and underground distribution lines, 210 miles of transmission lines and 45 substation sites. Transmission is classified as 69 kV and above while distribution is 13.2 kV and below. Electric Transmission and Distribution is also responsible for street lighting in the community and the Vegetation Management Program, which manages the urban forest to help prevent interference with the operation of the electric system. Approximately 125,000 customers are served.

| Expenditures (000s) | Actual 2025 | Reprojected 2026 | Budget 2027 |
|---|---|---|---|
| Electric T and D | $ 25,188 | $ 27,803 | $ 27,670 |
| Electric T and D Storms | 11,014 | 1,263 | 1,254 |
| Measuring and Metering | 646 | 752 | 762 |
| Electric Substations | 3,050 | 3,167 | 3,312 |
| Power Quality | 301 | 325 | 333 |
| Electric Materials | 403 | 519 | 534 |
| Total Expenditures | $ 40,602 | $ 33,829 | $ 33,865 |

## Annual Initiatives

- System expansion and relocation of facilities requires engineers and technicians to work with developers, contractors and other utilities to provide service quickly and efficiently to new customers.
- Vegetation Management Programs will continue to maintain electric system reliability and are budgeted at $5 million in fiscal 2027.
- Given the responsibility of efficiently maintaining and operating approximately 23,000 streetlights, City Utilities has updated its lighting specifications. Moving forward, all new lighting installations will utilize LED technology, and all high-pressure sodium fixtures will be replaced with LEDs upon failure.
- Weather impact to the electric system is difficult to predict and can be significant. Baseline storm restoration costs are budgeted at around one million dollars.
- Ongoing preventive and scheduled maintenance of the electric system is reflected in several budgeted projects. Substation and distribution line maintenance requires a significant amount of City Utilities' labor, as well as some contract labor for specific items.

# Natural Gas Transmission and Distribution

## Functional Responsibility

Natural Gas Transmission and Distribution is responsible for the engineering, construction, operation and maintenance of over 1,300 miles of natural gas mains, 49 miles of natural gas transmission pipelines, 165 district regulator stations, five city gate stations and more than 79,000 service lines. The U.S. Department of Transportation and the Missouri PSC safety regulations are strictly followed to ensure the safe, reliable and efficient supply of 16 million Dth of natural gas annually to approximately 86,000 customers.

## Major Budget Initiatives

- Natural Gas Distribution Comprehensive Plan will be completed in fiscal 2027 and will aid in planning and prioritization of future system improvements.
- The Natural Gas TIMP fulfills code-driven efforts to ensure the safe and reliable operation of the natural gas transmission system. One component of the TIMP is in-line inspection of the transmission pipeline or “smart pigging”. This operation is performed every seven years to identify anomalies, corrosion and other damage to the pipeline. This work is being performed in fiscal year 2026 and any remediation efforts will be completed in 2027.
- The Natural Gas Excavation Damage Prevention and Valve Corrective Action Programs will address threats to the natural gas distribution system in two priority areas. The Excavation Damage Prevention Program exposes otherwise non-locatable pipelines to reduce the opportunity for tear-outs from excavation activities. The Valve Corrective Action Program finds and fixes unlocatable or inoperable valves.

| Expenditures (000s) | Actual 2025 | Reprojected 2026 | Budget 2027 |
|---|---|---|---|
| Nat Gas T and D Maint | $ 1,798 | $ 2,109 | $ 2,276 |
| Natural Gas Measurement | 2,684 | 2,563 | 2,547 |
| Nat Gas T and D Ops | 2,578 | 4,271 | 3,712 |
| Natural Gas Materials | 69 | 150 | 155 |
| Total Expenditures | $ 7,130 | $ 9,093 | $ 8,689 |

## Annual Initiatives

- Natural Gas Transmission and Distribution expenditures include the labor, goods, materials and services necessary to operate the natural gas system and to maintain compliance with all applicable federal and state safety regulations.
- Included in these annual initiatives are the performance and maintenance of the leak survey and cathodic protection programs, leak repair, transmission and distribution regulator station maintenance, integrity management initiatives, purchase of odorant, as well as the operation and maintenance of the LSNGPS.

# Water Supply and Treatment

## Functional Responsibility

Water Supply and Treatment is responsible for providing safe drinking water to our community. That responsibility includes all phases of the treatment process, from protecting source water quality through management of our watersheds, to ensuring drinking water quality by sampling our customers' water at the tap and all steps in between. These efforts have consistently yielded excellent results that exceed regulatory requirements and have been recognized nationally through the American Water Works Association's Partnership for Safe Water program for over two decades.

City Utilities operates and maintains all water treatment facilities, which can produce a maximum of 75 million gallons per day. Typical daily output varies between 20 to 50 million gallons per day, depending on the season. On average, Water Treatment personnel treat and deliver 29 million gallons per day of safe drinking water.

| Expenditures (000s) | Actual 2025 | Reprojected 2026 | Budget 2027 |
|---|---|---|---|
| Supply Operations | $ 1,080 | $ 1,129 | $ 1,165 |
| Supply Maintenance | 418 | 533 | 1,148 |
| Treatment Operations | 2,881 | 2,996 | 3,190 |
| Production Operations | 1,030 | 1,083 | 1,112 |
| Production Maintenance | 1,486 | 1,391 | 1,516 |
| Total Expenditures | $ 6,895 | $ 7,131 | $ 8,130 |

## Annual Initiatives

- The Operating Budget assumes normal operation of the Stockton Pump Station. Operating expenses include electric power, equipment and site maintenance of assets at Stockton Lake and City Utilities' financial obligation to the Corps of Engineers in maintaining the Stockton dam and reservoir. The Corps of Engineers determines the overall Stockton Lake and Dam maintenance needs, and the Utility pays a percentage of those expenses based on our allocation percentage.

- The Blackman and Fulbright Water Treatment Plants have extensive pumping facilities, chemical feed equipment, processing equipment, piping, valves, electrical equipment, SCADA systems, controls, storage and mixing and settling facilities, which require considerable monitoring and maintenance. Recurring projects in this category also include procurement of chemicals to treat the water to drinking water standards in compliance with all state and federal regulations.

- City Utilities, City of Springfield, and Greene County provide the primary operational funding for the Watershed Committee of the Ozarks. The Watershed Committee of the Ozarks supports watershed protection, management and education. City Utilities' portion is $255,000 for fiscal 2027.

- Operation of the certified water quality laboratory is included in this budget category. City Utilities' lab performs over 80,000 analyses on water samples each year for regulatory compliance and operational optimization. Lab personnel also carry out a lakes management program that is a benchmark for the Midwest region in managing surface water sources for taste and odor.

# Water Distribution

## Functional Responsibility

Water Distribution Maintenance and Operations expenditures cover the activities associated with maintaining and operating more than 1,295 miles of transmission and distribution water mains, eight elevated storage tanks, 8,680 fire hydrants and 31,440 valves. The reliable delivery of safe drinking water to approximately 87,000 customers is performed in compliance with the rules and regulations of the MoDNR.

Water Measurement and Metering functions include the purchase, installation and maintenance of water meters as well as disinfection of new mains, flushing and chlorine testing for the distribution system. The personnel responsible for these functions also monitor private backflow prevention and respond to individual customer requests for water leaks, low pressure and water connects and disconnects.

## Major Budget Initiatives

- Regulatory compliance with the new LCRI requires the development and submittal of a baseline service line inventory using the updated LCRI template. Meeting this requirement will necessitate identifying the service line material for the remaining 35,000 unknown customer-side service lines in our system by November 1, 2027.

- LCRI compliance also requires the development, submittal and implementation of a Service Line Replacement Plan for all lead and galvanized requiring replacement service lines by the same deadline. Preparing this plan will require a comprehensive historic records review for all galvanized services to determine their replacement status.

| Expenditures (000s) | Actual 2025 | Reprojected 2026 | Budget 2027 |
|---|---|---|---|
| Distrib. Maintenance | $ 2,965 | $ 3,229 | $ 3,927 |
| Distrib. Operations | 1,091 | 1,309 | 1,300 |
| Measuring and Metering | 1,043 | 1,229 | 1,315 |
| Water Materials | 140 | 200 | 206 |
| Total Expenditures | $ 5,239 | $ 5,966 | $ 6,748 |

## Annual Initiatives

- Water Distribution expenditures include the labor, goods, materials and services necessary to operate and maintain the water distribution system in compliance with all applicable federal and state regulations.

- Included in these annual initiatives are the labor, equipment and materials necessary to respond to main and service breaks, inspect and repair valves and fire hydrants, conduct a flushing program to maintain drinking water quality, systematically maintain customer meters in service and track the compliance of customers' backflow prevention assemblies.

# Transit

## Functional Responsibility

Transit is responsible for the operation and maintenance of the public transit system for the City of Springfield. City Utilities offers Fixed Route and Paratransit bus services. These systems provide transit for those who depend on public transportation, wish to reduce motor vehicle emissions, avoid traffic congestion or prefer these systems to alternative methods of transportation. The Fixed Route program includes the operation of accessible buses on a fixed route schedule. The Paratransit program, called Access Express, operates on a demand-responsive, origin-to-destination basis which transports disabled passengers on accessible coaches using a call-in reservation system.

A portion of operational funding is provided by the FTA. Transit is responsible for compliance with regulations from FTA, Title VI and the ADA.

The remaining operational funding is sourced through fares, Missouri's State Transit Assistance and subsidized by the Utilities' electric, natural gas and water customers.

## Annual Initiatives

- Transit Operations and Maintenance expenditures include the labor, maintenance, fuel and other ongoing expenses of daily Transit operations.

| Expenditures (000s) | Actual 2025 | Reprojected 2026 | Budget 2027 |
|---|---|---|---|
| Transit Operations | $ 4,422 | $ 4,662 | $ 4,750 |
| Transit Maintenance | 1,671 | 1,625 | 1,610 |
| Total Expenditures | $ 6,093 | $ 6,287 | $ 6,360 |

# Facilities

## Functional Responsibility

The Facilities Category is responsible for the maintenance, repair, remodeling, construction and security of City Utilities' buildings and properties. The acquisition and maintenance of office furnishings and equipment, property acquisition and internal mail services are also included in the Facilities category. Key functions include construction and boundary surveying, architectural services, engineering and design services, property management and maintenance of facility records. Overall goals are to provide employees with a safe, clean and productive work environment.

The Security department is responsible for safeguarding City Utilities' personnel and physical assets while complying with government policies for critical infrastructure protection. The department employs a range of layered natural and man-made barriers to assets, along with mechanical, human and electronic systems, to deter, detect, delay, deny and/or respond to harmful or disruptive incidents. These layers include fencing, locks, cameras, alarms, motion detectors, security personnel and contracted law enforcement officers.

The Trunked Radio System consists of the operations and maintenance of a computer-controlled two-way radio system that facilitates efficient sharing of scarce radio frequency channels among a large group of users. City Utilities, City of Springfield and Greene County are partners in the county-wide system that serves 4,200 users in multiple government and vital non-profit agencies. The system is strictly utilized for public safety, emergency response and operations of critical services. This system is integrated with the MOSWIN which extends radio services throughout the state of Missouri. The system includes a hardened central electronics facility, seven radio tower sites and sixteen consoles at the E911 Center. Projects are underway to integrate the TRS with new systems in Christian County and Jasper County which will improve interoperability in southwest Missouri. The Jasper County system will also harden the TRS by providing a geographically-separated backup master site. The division also provides wireless communications to support 165 natural gas and water SCADA sites.

| Expenditures (000s) | Actual 2025 | Reprojected 2026 | Budget 2027 |
|---|---|---|---|
| Facilities and Grounds Maintenance | $ 3,460 | $ 4,056 | $ 4,023 |
| Office Services | 154 | 148 | 125 |
| Property Maintenance | 23 | 10 | 25 |
| Security | 1,935 | 2,241 | 2,333 |
| Trunked Radio System | 1,298 | 1,374 | 1,386 |
| Total Expenditures | $ 6,871 | $ 7,829 | $ 7,893 |

## Annual Initiatives

- Facilities and Grounds Maintenance supports a broad spectrum of ongoing and planned maintenance and repairs to City Utilities' facilities. These include maintaining roofs, building exteriors, electrical, plumbing, HVAC systems, fire suppression and alarm systems, stand-by generators, elevators, UPS supply systems and air compressors. Also included are the costs for minor maintenance of building interiors, exteriors and grounds.

- Security includes the cost of contract security services for City Utilities' facilities and the 24/7 operation of the Security Operations Center. Additionally, the department provides security personnel with the necessary skills and tools, such as additional asset protection and risk and incident management training. This support will ensure they are well-prepared to handle ongoing incidents and conduct forensic, time-sensitive or regulatory-mandated investigations, improving their proficiency and assurance in their roles.

- The Trunked Radio System is maintained by an in-house staff, along with electric and technical service contractors, ensuring this system operates at the highest level of reliability. The operations and maintenance budget includes spending to enhance cybersecurity and fund ongoing system updates. This will ensure continued compatibility with the MOSWIN for the life of the system.

# Vehicles and Equipment

## Functional Responsibility

Fleet Management maintains all aspects of City Utilities' fleet. This includes purchasing new assets, optimizing replacement cycles to maximize useful life, maintaining, repairing and rebuilding various components and sub-systems of fleet assets and overseeing the surplus process to sell assets that have been retired. The Utility has a fleet of approximately 690 non-transit assets including bucket trucks, heavy duty trucks, passenger vehicles, light duty trucks, mowers, forklifts, boats, cranes, backhoes, trailers and other various pieces of equipment. Expenditures related to maintenance of buses are included in the Transit category.

| Expenditures (000s) | Actual 2025 | Reprojected 2026 | Budget 2027 |
|---|---|---|---|
| Vehicle Operations | $ 788 | $ 1,009 | $ 996 |
| Vehicle Maintenance | 2,518 | 2,390 | 2,552 |
| Vehicle Materials | 78 | 50 | 52 |
| Total Expenditures | $ 3,384 | $ 3,448 | $ 3,600 |

## Annual Initiatives

- Operations and Maintenance expenditures in this category include Fleet Management labor, parts, fleet equipment testing, shop tools, general operating expenses, fuel and tire repair for all fleet assets.

# SpringNet®

## Functional Responsibility

The SpringNet® network maintains two focuses: internally provided services and an external business unit operated under the SpringNet® trademark. SpringNet® has provided external broadband services since 1997 through two distinct Ethernet high speed broadband services, NETLink (Internet access) and LANLink (business to business private networks). A recently added internet access option is a passive optical network offering for Business Unlimited plans and a new scheduled service offering for Voice over Internet Protocol (VoiP). Additionally, SpringNet® provides dark fiber leases and wireless carrier pole attachments including small cells. The SpringNet® fiber network consists of over 1,850 miles of fiber.

SpringNet®'s internal services include dark fiber resources to the Electric system as well as LANLink and NETLink to the Utility for multiple locations. In addition to providing these services to City Utilities, LANLink and NETLink services are also provided to the City of Springfield where competitively requested.

| Expenditures (000s) | Actual 2025 | Reprojected 2026 | Budget 2027 |
|---|---|---|---|
| SpringNet® Operations | $ 6,957 | $ 6,265 | $ 6,265 |
| SpringNet® Materials | (148) | 50 | 50 |
| Total Expenditures | $ 6,809 | $ 6,315 | $ 6,315 |

## Annual Initiatives

- SpringNet®'s operational expenses are necessary for support, maintenance and operations of the SpringNet® broadband network. Major elements include interconnection fees, equipment maintenance and right-of-way fees paid to The City of Springfield.

# Information Technology

## Functional Responsibility

The core functions of Information Technology include cybersecurity protection of the Utility, implementing new technology, the maintenance of existing technology, internal customer support for technology, securing systems/information and delivering analytical reporting products and business transformation services. IT maintains fourteen mission critical systems and nearly 90 departmental systems. The mission critical systems are the Customer Information System, SCM, Financial Management Information System, Job Order Tracking System, Workday HCMS, Energy Management System, Mobile Work Management, Outage Management System, GIS, Exchange (Email), Teams (phone), NICE InContact (Call Center), NERC Compliance tracking and SharePoint.

| Expenditures (000s) | Actual 2025 | Reprojected 2026 | Budget 2027 |
|---|---|---|---|
| IT Administration | $ 6,115 | $ 7,491 | $ 7,792 |
| IT Applications Maintenance | 5,102 | 6,047 | 7,306 |
| Desktop Support | 506 | 379 | 417 |
| IT Infrastructure | 544 | 1,122 | 804 |
| IT Maintenance and Support | 1,701 | 363 | 411 |
| Total Expenditures | $ 13,969 | $ 15,401 | $ 16,931 |

## Annual Initiatives

- Labor is a significant portion of Information Technology and is dedicated to developing and supporting the technology in use at City Utilities. The administration provides ongoing technical support, training, hardware management, software maintenance and software development.

- Applications Maintenance includes contractual obligations for maintenance agreements and services to support the hardware and software for the Utility. This increases with each additional software purchase. Vendors are increasingly shifting to a subscription-based model, resulting in increasing operating expenditures.

- Expansion and upgrades to existing infrastructure and applications are critical to delivering secure and reliable technology solutions. Infrastructure includes desktop hardware, mobile hardware, servers, storage and networking equipment. Applications are focused on the periodic application upgrades and periodic maintenance releases required by the vendor on products like Data Dynamics from TEA, the Energy Management System and PeopleSoft Financials.

# Human Resources

## Functional Responsibility

Benefits include the cost of employee-related insurance, employee sick and vacation, paid holidays, contributions for employment taxes, pension related contributions to Missouri LAGERS and employee directed benefits. Human Resources administration functions include workers' compensation, health management, benefits, employee labor relations, safety and training, recruitment, employee engagement, human resources information systems and compensation.

| Expenditures (000s) | Actual 2025 | Reprojected 2026 | Budget 2027 |
|---|---|---|---|
| Benefits | $ 63,748 | $ 68,180 | $ 71,104 |
| Admin. and Operations | 3,200 | 3,707 | 3,940 |
| Total Expenditures | $ 66,948 | $ 71,887 | $ 75,045 |

## Annual Initiatives

- Health, life and long-term disability insurance are projected at $11 million. City Utilities promotes wellness within its workforce to help maintain high productivity and to help manage healthcare costs. The Utility encourages our employees to participate in annual Health Risk Assessments, health screenings and to engage in regular exercise and healthy lifestyles.

- Missouri Local Government Employees Retirement System defined benefit contributions are projected at $27 million. FICA employer payroll taxes, unemployment and employee-owned and directed benefits are projected at $14 million. Non-productive pay, including vacation, sick leave and holiday pay is budgeted at $18 million.

- City Utilities is committed to maintaining highly skilled and knowledgeable employees. In support of this goal, the 2027 Operating Budget includes $834,000 to provide various types of training. This training includes technical and professional development, regulatory compliance, safety and an education assistance program.

- Proactive safety programs focus on reducing the occurrence of workplace accidents and injuries. Employees are afforded a safe work environment through assistance in the design of equipment and facilities, development of safe work procedures, safety training and providing necessary personal protective equipment. The 2027 Operating Budget includes $1 million for these programs.

# Finance

## Functional Responsibility

Financial Operations is responsible for the preparation and presentation of the Utility's financial statements, the Operating Plan, the Operating Budget, asset management, Integrated Marketplace settlements, financial technology, accounts payable, accounts receivable, payroll processing and internal control policies. Financial Operations also includes Treasury, which is responsible for cash management, investment management, payments for bonded indebtedness and financing agreements. Risk Management efforts include the development of the Operational Resiliency efforts, risk assessments, third-party risk control and Enterprise Risk Management process development. Financial Technology is responsible for assisting with reporting solutions and process improvements through technology optimization.

| Expenditures (000s) | Actual 2025 | Reprojected 2026 | Budget 2027 |
|---|---|---|---|
| Financial Operations | $ 2,720 | $ 3,362 | $ 3,403 |
| Risk Management and Insurance | 4,337 | 4,987 | 5,213 |
| External Technical Resources | 2,348 | 1,554 | 451 |
| Total Expenditures | $ 9,405 | $ 9,903 | $ 9,068 |

## Reprojected Adjustment

- Fiscal 2026 includes an increase of $1 million due to outside financing fees for planned additional Power Supply borrowing.

## Annual Initiatives

- For fiscal 2027, external technical resources are budgeted at $451,000. External fees include the annual independent audit, outside financing fees, banking fees and investment manager fees.

- City Utilities' risk management and insurance program is budgeted at $5 million for fiscal 2027, which includes risk mitigation initiatives and the procurement of Property and Casualty lines, Financial, Workers Compensation, Cyber and other industry appropriate coverages. The Utility's focus on risk management aims to prevent and mitigate the potential impact of catastrophic losses and liabilities related to Utility operations. To mitigate the financial impact, the Utility partners with utility-experienced brokers to seek innovative approaches in the marketplace, including peer benchmarking, utilizing industry mutuals, alternative risk transfer options, high deductibles and excess lines and substantial reserves.

# General Operations Support

## Functional Responsibility

General Operations Support includes logistical operations such as Contract Inspection, GIS, damage prevention of underground utility facilities, Purchasing and Inventory Control. Contract Inspection provides project management ensuring cooperation between the contractor and multiple areas of the Utility resulting in properly installed infrastructure to reliably serve our customers. Primary GIS functions include maintenance of permanent map records for the electric, natural gas, water and SpringNet® infrastructure. Purchasing is responsible for the procurement of equipment, materials, supplies and services to support the Utility within governing rules and regulations. Inventory Control provides physical storage and distribution services in six major storeroom locations, two material yards and five unmanned locations. This area is also responsible for the storage and recording of hazardous materials and acts as a backup if the primary cleanup contractor is unavailable.

| Expenditures (000s) | Actual 2025 | Reprojected 2026 | Budget 2027 |
|---|---|---|---|
| Contract Inspection | $ 176 | $ 154 | $ 168 |
| Geographic Information System (GIS) | 954 | 1,016 | 1,023 |
| Damage Prevention | 2,142 | 2,281 | 2,295 |
| Purchasing and Inventory Control | 2,372 | 2,578 | 2,661 |
| Total Expenditures | $ 5,644 | $ 6,028 | $ 6,147 |

## Annual Initiatives

- Contract Inspection includes labor, tools and supplies necessary to provide contractor oversight and asset documentation for contractor installed projects which include new development and extension of natural gas, water, electric and SpringNet® infrastructure. Contract Inspection also oversees new natural gas and water residential services, municipal relocations and natural gas and water renewal initiatives.

- Geographic Information System costs are necessary to administer and maintain electric, natural gas, water and SpringNet® fiber asset data. Also included is support and administration of GIS data used on mobile devices in the field.

- Damage Prevention expenditures represent location and notification costs necessary for City Utilities to comply with state law. Missouri Statute 319.035 requires all underground facility owners to locate and mark their underground facilities before any known excavation within their service territory. Due to synergies, City Utilities also administers this function for the City of Springfield's sanitary sewer and traffic signal systems. The associated costs for the City of Springfield are budgeted in the Non-Utility category and billed to the City. Damage Prevention also investigates and documents damages to the Utility's infrastructure.

- Inventory Control ensures efficient stock management, timely replenishment and efficient use of supplies and materials. It supports operations by integrating forecasting and optimizing workflows to streamline inventory management ensuring that materials and supplies are readily available to meet City Utilities' needs. Purchasing fulfills the procurement needs for City Utilities including equipment, materials, supplies and services while ensuring strict compliance with all applicable rules and regulations. Purchasing collaborates with operational areas providing guidance to ensure operational needs are met and acts as a liaison to suppliers ensuring adherence to contracts and timely receipt of goods and services. Purchasing and Inventory Control expenditures include labor for buyers and storeroom personnel, advertising costs, training and other goods and services to support these functions.

# Administrative Support

## Functional Responsibility

Administrative Support includes multiple administrative and general departments and the senior management of several City Utilities' areas. This includes General Management, Legal and Government Relations, Internal Auditing, Records Governance, Environmental Affairs, Reliability Compliance, Economic Development and Rates and Fuels.

| Expenditures (000s) | Actual 2025 | Reprojected 2026 | Budget 2027 |
|---|---|---|---|
| Total Expenditures | $ 8,663 | $ 16,060 | $ 9,557 |

## Annual Initiatives

- Legal advises employees and the Board of Public Utilities on legal matters and overall operations and management policies. Legal is responsible for managing claims, grievances and litigation by and against the Utility and facilitating requests for proposal, contracts and bonds. Legal assists Risk Management in identifying and investigating potential liabilities and recommends procedures to avoid them.

- Economic Development works to attract new industrial and commercial businesses to the area to help existing utility business customers grow and to positively influence Springfield's quality of life. Economic Development also provides administrative support and oversight for the PIC West industrial park. Economic Development works closely with the SBDC, the Springfield Area Chamber of Commerce, the City of Springfield and Greene County. City Utilities has a contract with the SBDC for Economic Development Services in the amount of $225,000 for fiscal 2027. The SBDC provides resources and assistance to new and existing businesses seeking to create jobs within City Utilities' service territory. The SBDC engages with site location consultants, the Missouri Partnership and the Missouri Department of Economic Development to recruit new industry, jobs and capital investment to Springfield and Greene County.

- The areas of Government Relations, Reliability Compliance and Environmental Affairs represent the Utility in state and national legislative, regulatory and administrative processes and monitor compliance with environmental regulations and electric reliability policies.

- Records Governance ensures compliance with records retention policies, acts as custodian of records and facilitates the sharing of information and documents internally and externally.

- Internal Auditing provides independent assurance that internal control processes are operating efficiently and presents an annual audit plan for approval by the Board of Public Utilities Audit Committee. The Utility's external audit firm relies on testing performed by Internal Auditing as it aligns with the external audit plans and procedures based on their risk assessment. Internal Auditing coordinates their testing procedures with the external auditors for the annual financial audit.

- Rates and Fuels manages City Utilities' electric, natural gas and water rates, provides revenue and fuels forecasts used in budgeting and long-range planning and administers the accounting of power generation fuels and natural gas supply and pipeline transportation costs. Additionally, in partnership with TEA, Rates and Fuels is responsible for the Utilities' natural gas supply management.

- Education and training of the Board of Public Utilities members is included in this category. An informed Board enables productive oversight and guidance, ensuring responsible, dependable and excellent utility operations.

# Customer Support

## Functional Responsibility

Customer Support includes Communications and Community Relations, Energy Services, Customer Services, Customer Experience, Field Services, Meter Reading, Customer Operations, AMI Operations, Metering for Electric, Natural Gas and Water, Developer Support and other services provided to the community.

## Major Budget Initiatives

- From the recommendation made by the Power Supply Community Task Force, City Utilities continues implementation of cost-effective efficiency programs to encourage customers to use energy and water wisely. These dollars are a product of the rate increase packages passed by the Board of Public Utilities and City Council in 2006.

## Annual Initiatives

- Customer Services establishes and manages customer accounts, evaluates meter readings for billing, bills accounts, processes payments and is responsible for contact center, lobby, remittance, billing, credit and collections and field scheduling operations. These departments provide services to customers via customer portal, phone, email, chat and walk-in lobby.

- Communications and Community Relations uses all forms of communication and marketing channels to build awareness of Utility programs and services and provide educational information to help customers do business with the Utility, save energy and water and access resources about electric, natural gas, water, transit and broadband. It also engages and informs employees through internal communication efforts. Communications and Community Relations serves and responds to the needs of the community through outreach, support and engagement. The department offers digital media and content management, graphic design, print services, audio/visual services, multimedia production, crisis communications, media relations and community relations.

| Expenditures (000s) | Actual 2025 | Reprojected 2026 | Budget 2027 |
|---|---|---|---|
| Communications and Community Relations | $ 1,272 | $ 1,391 | $ 1,347 |
| Energy Services | 1,726 | 1,981 | 2,086 |
| Customer Services and Collections | 7,391 | 7,935 | 8,198 |
| Field Services and Developer Support | 2,400 | 2,503 | 2,774 |
| Total Expenditures | $ 12,788 | $ 13,811 | $ 14,405 |

- Energy Services programs provide cost-effective solutions to encourage customers to efficiently manage their energy and water use. This is done by offering incentives to customers for the purchase and installation of energy and water efficient appliances and products, shifting their electric load to non-critical peak times and by providing customer education through Utility communications and community outreach. Energy and water efficiency, rebates and incentives, customer programs and consumer safety are among the messages conveyed to customers through community meetings, media, contractors and online through the Utility's website, My Account, social media and email communications.

- Customer Operations has responsibility for field operations that occur immediately at the customers' premises. These responsibilities include Field Services, Metering, AMI Operations and Meter Reading. Customer Operations serves as the front line of customer interaction in the field ensuring our services are metered appropriately, maintaining metering equipment and providing additional services at the premise.

# Debt Service

## Functional Responsibility

The Debt Service category funds debt service payments of principal and interest on City Utilities' outstanding revenue bonds and lease obligations.

| Expenditures (000s) | Actual 2025 | Reprojected 2026 | Budget 2027 |
|---|---|---|---|
| Total Expenditures | $ 52,058 | $ 65,152 | $ 64,907 |

## Annual Initiatives

- Debt service for the Series 2014 Certificates of Participation will be $3 million in 2027. This debt provided funds for an environmental regulatory compliance project, rail unloading improvements project at the JTEC and BWTP clearwell project. Final payment date is September 2029.

- Debt service for the Series 2025 Public Utility Refunding Revenue Bonds will be $37 million in 2027. This debt was issued for the purpose of refunding the Series 2015 Public Utilities Revenue Bonds, which were used for the construction of JTEC Unit 2. Final payment date is August 2036.

- Debt service for the Series 2021 Certificates of Participation will be $10 million in 2027. This taxable debt was issued for the purpose of expanding the fiber network in Springfield. Final payment date is November 2036.

- Debt service for the Series 2025 Certificates of Participation will be $13 million in 2027 (paid partially with financing proceeds). This debt provided funds for the Power Supply projects. Final payment date is November 2047.

- Debt service for the Series 2026 Certificates of Participation is projected to be $2 million in 2027 for an interest only payment. This unissued debt is intended to fund additional costs related to the Power Supply projects. The debt is expected to be issued later in 2026.

# Non-Utility

## Functional Responsibility

The Non-Utility category represents disbursements to third parties, including meter deposit and credit balance refunds to customers, reimbursement items, sales tax remitted to the State of Missouri, Missouri Drinking Water Primacy Fees collected from water customers and remitted to MoDNR, wastewater revenues collected on behalf of the City of Springfield and payments in lieu of taxes. Reimbursement items are expenditures that City Utilities must make on behalf of another party and will receive reimbursement for the expenditure.

| Expenditures (000s) | Actual 2025 | Reprojected 2026 | Budget 2027 |
|---|---|---|---|
| Third Party Payments | $ 93,200 | $ 100,574 | $ 104,844 |
| Non-Capital Contingencies | 0 | 800 | 800 |
| Total Expenditures | $ 93,200 | $ 101,374 | $ 105,644 |

## Annual Initiatives

- Wastewater charges are billed and collected by City Utilities, on behalf of the City of Springfield. These revenues, less an administrative fee, are remitted monthly to the City of Springfield. For fiscal 2027, wastewater remittances are estimated at $58 million.

- Missouri drinking water primacy fees are collected from water customers and remitted to the MoDNR less a processing fee. The primacy fee is expected to be $428,000 in fiscal 2027.

- Sales taxes are collected from customers for utility usage and are remitted to the State of Missouri less a processing discount. For fiscal 2027, the projected sales tax to be remitted is $15 million.

- City Utilities pays the City of Springfield a percentage of gross external revenues in lieu of taxes. In accordance with the Springfield City Charter, the rates are 3% for electric revenue, 4% for natural gas revenue and 4% for transit revenue. By City Ordinance, the rates are 4% for water revenue. The budget for payments in lieu of taxes for fiscal 2027 is $18 million. The SpringNet® right of way fees to the City of Springfield are included in the SpringNet® category.

The Financial Statements show the projected results of anticipated operational and financial decisions made during the budget year.

The Statement of Net Position (Balance Sheet), reflects the projected financial position of the Utility. The Statement of Revenues, Expenses and Changes in Net Position (Income Statement) is provided for the Total Utility as well as Statements of Operations for the individual business units: Electric, Natural Gas, Transit, SpringNet®, Trunked Radio System and Water. The individual Statements of Operations reflect the impact of the allocation of budgeted expenditures and receipts.

The All Funds Summary of Cash Receipts and Disbursements report summarizes the budgeted receipts, expenditures and transfers for the Utility funds. This report reflects the timing differences between billing of revenues and cash receipts as well as between project charges and cash payments for those charges.

## FINANCIAL STATEMENTS


| | |
|---|---|
| Statement of Net Position | 1 |
| Statement of Revenues, Expenses and Changes in Net Position | 3 |
| Statements of Operations: | |
| Electric | 4 |
| Natural Gas | 5 |
| Transit | 6 |
| SpringNet® | 7 |
| Trunked Radio System | 8 |
| Water | 9 |
| Statement of Cash Flows | 10 |
| All Funds Summary of Cash Receipts and Disbursements | 12 |
| Summary of Fund Balances | 13 |

# STATEMENT OF NET POSITION

***Fiscal Years Ending September 30***

| (000s) | Actual 2025 | Reprojected 2026 | Budget 2027 |
|---|---|---|---|
| Utility Plant, At Cost | | | |
| Plant In Service | $ 2,768,492 | $ 2,839,117 | $ 3,305,812 |
| Less Accumulated Depreciation | 1,223,876 | 1,294,918 | 1,370,530 |
| Net Plant In Service | 1,544,616 | 1,544,199 | 1,935,283 |
| Construction Work In Progress | 219,248 | 418,775 | 130,570 |
| Net Utility Plant | 1,763,864 | 1,962,974 | 2,065,853 |
| Leased and SBITA/SaaS Assets (GASB 87 & 96) | | | |
| Leased and SBITA/SaaS Assets | 11,188 | 11,188 | 11,188 |
| Less Accum Amort, Leased and SBITA/SaaS Assets | 2,186 | 2,186 | 2,186 |
| Net Leased and SBITA/SaaS Assets | 9,002 | 9,002 | 9,002 |
| Funds For Bonded Indebtedness | 10,112 | 6,205 | 6,205 |
| Construction Funds | 155,166 | 94,450 | 0 |
| Designated Improvement Account | 221,768 | 193,816 | 207,456 |
| Investments - Operating & Market Value Adjustment | (20,625) | 84,985 | 83,147 |
| Price Risk Management Assets | 1,345 | 1,345 | 1,345 |
| Equity Interest In Partnership Industrial Center | 1,247 | 824 | 883 |
| Equity Interest In The Energy Authority | 12,182 | 12,499 | 12,864 |
| Equity Interest In TEA Solutions | 268 | 268 | 268 |
| Regulatory Assets - Asset Retirement Obligations | 20,420 | 0 | 0 |
| Regulatory Assets - Property, Plant and Equipment | 10,562 | 7,865 | 5,169 |
| Lease Receivable | 103,641 | 97,075 | 88,854 |
| Other Noncurrent Assets | 12,690 | 16,953 | 17,366 |
| Total Noncurrent Assets | 2,301,643 | 2,488,261 | 2,498,411 |
| Current Assets | | | |
| Cash, Cash Equivalents and Short-term Investments | 139,039 | 36,000 | 36,000 |
| Accounts Receivable | | | |
| Customers, Less Allowance For Doubtful Accounts | 32,497 | 34,823 | 34,823 |
| Unbilled Revenues | 15,373 | 15,373 | 15,373 |
| Other | 12,128 | 9,372 | 9,287 |
| Lease and Interest Receivable | 8,113 | 8,555 | 8,761 |
| Recoverable Fuel Costs | 0 | 0 | 282 |
| Inventories | | | |
| Materials and Supplies | 36,715 | 38,204 | 43,280 |
| Coal | 8,437 | 7,428 | 6,861 |
| Natural Gas | 5,765 | 6,648 | 7,394 |
| Emissions Consumables | 142 | 181 | 184 |
| Prepayments | 3,727 | 4,453 | 5,217 |
| Total Current Assets | 261,935 | 161,037 | 167,462 |
| Total Assets | 2,563,578 | 2,649,298 | 2,665,872 |
| Deferred Outflows of Resources | | | |
| GASB 68 Expected Vs. Actual Experience | 75,862 | 75,862 | 75,862 |
| Asset Retirement Obligations | 0 | 21,281 | 18,062 |
| Total Deferred Outflows of Resources | 75,862 | 97,143 | 93,924 |
| Total Assets and Deferred Outflows | $ 2,639,440 | $ 2,746,441 | $ 2,759,796 |

# STATEMENT OF NET POSITION

***Fiscal Years Ending September 30***

| (000s) | Actual 2025 | Reprojected 2026 | Budget 2027 |
|---|---|---|---|
| Net Position (Equity) | $ 1,559,401 | $ 1,627,519 | $ 1,691,284 |
| Long-term Obligations | | | |
| Total Long-term Obligations Outstanding | 678,345 | 725,590 | 690,280 |
| Unamortized Premium (Discount) | 49,542 | 45,669 | 41,797 |
| Total Long-term Obligations | 727,887 | 771,259 | 732,077 |
| Asset Retirement Obligations | 20,420 | 24,500 | 24,500 |
| Price Risk Management Liabilities | 571 | 571 | 571 |
| Regulatory Liability - Deferred GASB 68 Pension Credit | 59,228 | 59,228 | 59,228 |
| Leases and SBITA/SaaS Payable | 2,895 | 2,895 | 2,895 |
| Other Noncurrent Liabilities | 26,942 | 26,424 | 26,970 |
| Total Noncurrent Liabilities | 840,127 | 887,062 | 848,425 |
| Current Liabilities | | | |
| Current Portion of Long-term Obligations | 30,935 | 33,955 | 35,310 |
| Accounts Payable | | | |
| Trade | 32,007 | 32,708 | 28,215 |
| Other Accounts Payable | 7,339 | 8,366 | 8,169 |
| Customer Deposits | 5,308 | 5,371 | 5,498 |
| Accruals | | | |
| Interest | 12,379 | 8,937 | 9,623 |
| Salaries and Wages | 2,026 | 2,401 | 2,769 |
| Payment In Lieu Of Taxes | 1,440 | 1,552 | 1,555 |
| Fuel Adjustments and Natural Gas Refunds | 6,124 | 1,238 | 0 |
| Purchased Power | 3,434 | 3,964 | 4,501 |
| Purchased Fuels | 4,576 | 7,928 | 9,042 |
| Leases, SBITA/SaaS and Interest Payable | 2,354 | 2,354 | 2,354 |
| Vacation and Sick Leave | 12,846 | 12,846 | 12,846 |
| Other | 2,629 | 2,245 | 2,334 |
| Total Current Liabilities | 123,396 | 123,863 | 122,216 |
| Total Net Position and Liabilities | 2,522,924 | 2,638,444 | 2,661,925 |
| Deferred Inflows of Resources | | | |
| GASB 65 Unamortized Gain 2025 Refunding Revenue Bonds | 11,013 | 9,996 | 8,980 |
| GASB 87 Leases | 105,503 | 98,000 | 88,891 |
| Total Deferred Inflows of Resources | 116,516 | 107,997 | 97,871 |
| Total Net Position, Liabilities and Deferred Inflows | $ 2,639,440 | $ 2,746,441 | $ 2,759,796 |

# STATEMENT OF REVENUES, EXPENSES AND CHANGES IN NET POSITION

***Fiscal Years Ending September 30***

| (000s) | Actual* 2025 | Reprojected 2026 | Budget 2027 |
|---|---|---|---|
| Operating Revenue | $ 530,008 | $ 602,660 | $ 619,863 |
| Operating Expense | | | |
| Production Fuel and Purchased Power | 113,974 | 142,220 | 141,218 |
| Natural Gas Purchased | 61,703 | 70,696 | 86,274 |
| Other Production | 22,134 | 22,974 | 25,070 |
| Distribution and Transmission | 41,708 | 45,482 | 49,110 |
| Bus and Garage Operations | 7,810 | 8,141 | 8,423 |
| Other Services | 9,680 | 10,198 | 10,280 |
| Customer Accounts | 15,283 | 14,140 | 14,731 |
| Administrative and General | 47,318 | 52,745 | 55,644 |
| Maintenance | 71,259 | 70,677 | 62,629 |
| Depreciation and Amortization | 79,289 | 85,163 | 90,450 |
| Other Taxes | 872 | 868 | 869 |
| Total Operating Expense | 471,030 | 523,305 | 544,700 |
| Operating Income (Loss) | 58,978 | 79,355 | 75,163 |
| Noncapital Subsidies | | | |
| Payment in Lieu of Taxes | (16,401) | (17,888) | (18,490) |
| Transit Grants | 5,168 | 4,910 | 5,206 |
| Community Programs | 0 | (2) | (3) |
| Other Grants | 121 | 0 | 0 |
| Total Noncapital Subsidies | (11,113) | (12,981) | (13,286) |
| Operating Income (Loss) and Noncapital Subsidies | 47,866 | 66,374 | 61,877 |
| Other Income (Expense) | | | |
| Interest Income | 20,119 | 17,624 | 14,040 |
| Market Value Adjustment | (209) | 0 | 0 |
| Interest Income - Other | 267 | 294 | 316 |
| Gain (Loss) On Investments | (628) | (1,200) | (1,200) |
| Interest Expense - Financings | (24,436) | (30,774) | (31,638) |
| Interest Expense - Leases and SBITA/SaaS | (122) | 0 | 0 |
| Allowance For Funds Used During Construction | 2,073 | 9,896 | 14,984 |
| Operation Of Recreational Facilities | (667) | 0 | 0 |
| Long-Term Obligations Related Amortization | 2,179 | 4,509 | 4,436 |
| Transit Contributions In Aid of Construction | 402 | 1,395 | 950 |
| Miscellaneous Income (Expense) | 3,560 | 0 | 0 |
| Total Other Income (Expense) | 2,539 | 1,744 | 1,888 |
| Change in Net Position (Equity) | 50,404 | 68,118 | 63,765 |
| Net Position (Equity) At Beginning Of Period | 1,508,996 | 1,559,401 | 1,627,519 |
| Net Position (Equity) At End Of Period | $ 1,559,401 | $ 1,627,519 | $ 1,691,284 |

* Excludes GASB103 Financial Reporting Model Improvements

# STATEMENT OF OPERATIONS - ELECTRIC

***Fiscal Years Ending September 30***

| (000s) | Actual* 2025 | Reprojected 2026 | Budget 2027 |
|---|---|---|---|
| Operating Revenue | | | |
| Sales | | | |
| Customer | $ 302,616 | $ 329,490 | $ 340,620 |
| For Resale | 16,769 | 30,802 | 22,761 |
| Interdepartmental | 3,510 | 4,167 | 4,174 |
| Under (Over) Recovered Fuel Cost | 3,495 | 5,079 | 1,488 |
| Total Sales | 326,390 | 369,538 | 369,044 |
| Other Operating Revenue | | | |
| Other Electric Revenues | 2,926 | 14,577 | 13,398 |
| Gain (Loss) On Sale of Renewable Energy Credits and Clean Air Allowances | 137 | 1,500 | 1,500 |
| Rent and Lease Revenue | 363 | 395 | 396 |
| Sewer Billing Charges | 718 | 717 | 832 |
| Service Fees | 450 | 427 | 470 |
| Temporary Connection Fees | 56 | 66 | 70 |
| Late Payment Charges | 3,627 | 3,818 | 3,833 |
| Other Miscellaneous Operating Revenue | 0 | 108 | 108 |
| Total Other Operating Revenue | 8,277 | 21,608 | 20,607 |
| Total Operating Revenue | 334,667 | 391,146 | 389,651 |
| Operating Expense | | | |
| Production Fuel and Purchased Power | 113,974 | 142,220 | 141,218 |
| Other Production | 13,009 | 13,921 | 15,352 |
| Distribution and Transmission | 26,264 | 28,645 | 30,213 |
| Other Services | 0 | 313 | 299 |
| Customer Accounts | 6,635 | 6,246 | 6,503 |
| Administrative and General | 26,283 | 30,758 | 31,888 |
| Maintenance | 53,086 | 50,633 | 42,433 |
| Depreciation and Amortization | 47,625 | 52,662 | 57,949 |
| Total Operating Expense | 286,876 | 325,398 | 325,853 |
| Operating Income (Loss) | 47,791 | 65,748 | 63,798 |
| Noncapital Subsidies | | | |
| Payment in Lieu of Taxes | (10,004) | (11,090) | (11,176) |
| Total Noncapital Subsidies | (10,004) | (11,090) | (11,176) |
| Operating Income (Loss) and Noncapital Subsidies | $ 37,787 | $ 54,658 | $ 52,622 |

* Excludes GASB103 Financial Reporting Model Improvements

# STATEMENT OF OPERATIONS - NATURAL GAS

***Fiscal Years Ending September 30***

| (000s) | Actual* 2025 | Reprojected 2026 | Budget 2027 |
|---|---|---|---|
| Operating Revenue | | | |
| Sales | | | |
| Customer | $ 89,481 | $ 99,682 | $ 113,576 |
| Interdepartmental | 12,605 | 15,659 | 22,000 |
| Under (Over) Recovered Fuel Cost | 89 | (194) | 32 |
| Total Sales | 102,175 | 115,147 | 135,608 |
| Other Operating Revenue | | | |
| Sewer Billing Charges | 493 | 494 | 572 |
| Service Fees | 229 | 247 | 245 |
| Late Payment Charges | 1,074 | 1,118 | 1,251 |
| Total Other Operating Revenue | 1,796 | 1,859 | 2,068 |
| Total Operating Revenue | 103,971 | 117,006 | 137,676 |
| Operating Expense | | | |
| Natural Gas Purchased | 61,703 | 70,696 | 86,274 |
| Distribution and Transmission | 10,014 | 10,264 | 11,603 |
| Other Services | 0 | 53 | 54 |
| Customer Accounts | 4,151 | 3,939 | 4,102 |
| Administrative and General | 6,510 | 7,023 | 7,429 |
| Maintenance | 6,229 | 7,937 | 6,852 |
| Depreciation and Amortization | 9,288 | 9,754 | 9,754 |
| Other Taxes | 17 | 20 | 19 |
| Total Operating Expense | 97,912 | 109,685 | 126,087 |
| Operating Income (Loss) | 6,058 | 7,321 | 11,589 |
| Noncapital Subsidies | | | |
| Payment in Lieu of Taxes | (3,733) | (4,062) | (4,626) |
| Total Noncapital Subsidies | (3,733) | (4,062) | (4,626) |
| Operating Income (Loss) and Noncapital Subsidies | $ 2,326 | $ 3,259 | $ 6,963 |

* Excludes GASB103 Financial Reporting Model Improvements

# STATEMENT OF OPERATIONS - TRANSIT

***Fiscal Years Ending September 30***

| (000s) | Actual* 2025 | Reprojected 2026 | Budget 2027 |
|---|---|---|---|
| Operating Revenue | | | |
| Sales | | | |
| Passenger Fare | $ 739 | $ 740 | $ 756 |
| Advertising | 170 | 114 | 117 |
| Total Sales | 909 | 854 | 874 |
| Other Operating Revenue | | | |
| Rent | 74 | 79 | 80 |
| Total Other Operating Revenue | 74 | 79 | 80 |
| Total Operating Revenue | 983 | 933 | 954 |
| Operating Expense | | | |
| Bus and Garage Operations | 7,810 | 8,141 | 8,423 |
| Administrative and General | 2,777 | 2,787 | 3,053 |
| Maintenance | 2,586 | 2,549 | 2,515 |
| Depreciation and Amortization | 2,209 | 2,232 | 2,232 |
| Total Operating Expense | 15,382 | 15,709 | 16,224 |
| Operating Income (Loss) | (14,399) | (14,776) | (15,270) |
| Noncapital Subsidies | | | |
| Payment in Lieu of Taxes | (39) | (37) | (38) |
| Transit Grants** | 5,168 | 4,910 | 5,206 |
| Total Noncapital Subsidies | 5,129 | 4,872 | 5,168 |
| Operating Income (Loss) and Noncapital Subsidies | $ (9,270) | $ (9,904) | $ (10,102) |
| Net Amount Funded by Electric, Natural Gas and Water Customers | (9,270) | (9,904) | (10,102) |
| Transit Capital Grants (CIAC) | $ 402 | $ 1,395 | $ 950 |

* Excludes GASB103 Financial Reporting Model Improvements

** Includes nonrecurring grants from ARPA in fiscal 2025

## STATEMENT OF OPERATIONS - SPRINGNET®

***Fiscal Years Ending September 30***

| (000s) | Actual* 2025 | Reprojected 2026 | Budget 2027 |
|---|---|---|---|
| Operating Revenue | | | |
| Customer | $ 21,208 | $ 21,126 | $ 21,062 |
| Interdepartmental | 1,562 | 1,745 | 1,741 |
| Total Operating Revenue | 22,770 | 22,871 | 22,803 |
| Operating Expense | | | |
| Other Services | 7,787 | 7,047 | 7,055 |
| Customer Accounts | 169 | 125 | 135 |
| Administrative and General | 3,774 | 3,612 | 3,602 |
| Depreciation and Amortization | 10,118 | 10,123 | 10,123 |
| Other Taxes | 854 | 848 | 851 |
| Total Operating Expense | 22,703 | 21,755 | 21,765 |
| Operating Income (Loss) | $ 67 | $ 1,115 | $ 1,038 |

* Excludes GASB103 Financial Reporting Model Improvements

# STATEMENT OF OPERATIONS - TRUNKED RADIO

***Fiscal Years Ending September 30***

| (000s) | Actual* 2025 | Reprojected 2026 | Budget 2027 |
|---|---|---|---|
| Operating Revenue | | | |
| Customer | $ 959 | $ 1,158 | $ 1,142 |
| Interdepartmental | 1,007 | 1,015 | 1,063 |
| Total Operating Revenue | 1,967 | 2,173 | 2,205 |
| Operating Expense | | | |
| Other Services | 1,893 | 1,955 | 1,955 |
| Administrative and General | 409 | 446 | 468 |
| Depreciation and Amortization | 434 | 399 | 399 |
| Total Operating Expense | 2,736 | 2,800 | 2,822 |
| Operating Income (Loss) | $ (769) | $ (626) | $ (617) |

* Excludes GASB103 Financial Reporting Model Improvements

# STATEMENT OF OPERATIONS - WATER

***Fiscal Years Ending September 30***

| (000s) | Actual* 2025 | Reprojected 2026 | Budget 2027 |
|---|---|---|---|
| Operating Revenue | | | |
| Sales | | | |
| Customer | $ 63,953 | $ 65,914 | $ 64,650 |
| Interdepartmental | 148 | 317 | 317 |
| Total Sales | 64,101 | 66,230 | 64,966 |
| Other Operating Revenue | | | |
| Rent and Lease Revenue | 33 | 31 | 35 |
| Sewer Billing Charges | 498 | 501 | 583 |
| Service Fees | 263 | 266 | 257 |
| Late Payment Charges | 756 | 774 | 732 |
| Other Miscellaneous Operating Revenue | 0 | 728 | 0 |
| Total Other Operating Revenue | 1,549 | 2,301 | 1,608 |
| Total Operating Revenue | 65,650 | 68,531 | 66,574 |
| Operating Expense | | | |
| Production | 9,125 | 9,053 | 9,718 |
| Distribution and Transmission | 5,430 | 6,573 | 7,295 |
| Other Services | 0 | 830 | 917 |
| Customer Accounts | 4,328 | 3,830 | 3,992 |
| Administrative and General | 7,564 | 8,120 | 9,204 |
| Maintenance | 9,359 | 9,558 | 10,829 |
| Depreciation and Amortization | 9,616 | 9,993 | 9,993 |
| Total Operating Expense | 45,421 | 47,957 | 51,948 |
| Operating Income (Loss) | 20,230 | 20,573 | 14,626 |
| Noncapital Subsidies | | | |
| Payment in Lieu of Taxes | (2,626) | (2,699) | (2,650) |
| Community Programs | 0 | (2) | (3) |
| Other Grants | 121 | 0 | 0 |
| Total Noncapital Subsidies | (2,505) | (2,702) | (2,653) |
| Operating Income (Loss) and Noncapital Subsidies | $ 17,725 | $ 17,871 | $ 11,973 |

* Excludes GASB103 Financial Reporting Model Improvements

# STATEMENT OF CASH FLOWS

***Fiscal Years Ending September 30***

| (000s) | Actual 2025 | Reprojected 2026 | Budget 2027 |
|---|---|---|---|
| Reconciliation of Net Operating Income to Net Cash Provided by Operating Activities | | | |
| Net Operating Income (Loss) | $ 58,978 | $ 79,355 | $ 75,163 |
| Adj to Reconcile Net Opr Inc to Net Cash Provided by Opr Activities | | | |
| Depreciation expense and amortization | 79,289 | 85,163 | 90,450 |
| Auto depreciation included in vehicle expense | 2,114 | 1,922 | 1,922 |
| Change in Assets and Liabilities | | | |
| Accounts Receivable | 4,517 | 429 | 85 |
| Unbilled Revenues | (646) | 0 | 0 |
| Price Risk Management Assets | 648 | 0 | 0 |
| Recoverable Fuel Costs | (1,732) | (4,886) | (1,520) |
| Inventories | 1,077 | (1,402) | (5,258) |
| Prepayments | 228 | (726) | (764) |
| Other Noncurrent Assets | (2,752) | (3,466) | (889) |
| Accounts Payable | 9,409 | 1,727 | (4,689) |
| Customer Deposits | 109 | 63 | 127 |
| Accrued Liabilities | 2,791 | 3,985 | 2,111 |
| Other Noncurrent Liabilities | (1,643) | (518) | 546 |
| Net Cash Provided From (Used for) Operating Activities | 155,546 | 161,648 | 157,284 |
| | | | |
| Cash Flows from Noncapital and Related Financing Activities | | | |
| Payment in Lieu of Taxes | (16,401) | (17,888) | (18,490) |
| Community Programs | 0 | (2) | (3) |
| Receipts from Federal and State Grants | 5,289 | 4,910 | 5,206 |
| Net Cash Provided From (Used for) Financing Activities | (11,113) | (12,981) | (13,286) |

# STATEMENT OF CASH FLOWS

***Fiscal Years Ending September 30***

| (000s) | Actual 2025 | Reprojected 2026 | Budget 2027 |
|---|---|---|---|
| Cash Flows from Capital Financing Activities | | | |
| Change in GASB87 Leases | (1,290) | 2,526 | 2,528 |
| Proceeds from issuance of capital obligations | 303,095 | 81,200 | 0 |
| Transfer of financing proceeds to Construction Funds | (301,849) | (80,000) | 0 |
| Debt Issuance Costs | (1,998) | (1,200) | 0 |
| Transfer of financing proceeds from Construction Funds | 119,812 | 171,014 | 95,407 |
| Capital Grants and Contributions | 6,915 | 11,904 | 13,518 |
| Additions to Utility Plant, net of removal | (231,099) | (280,869) | (186,897) |
| Revenue Bond Refinancing | (961) | 0 | 0 |
| Repayment of Long-term Obligations | (34,895) | (30,935) | (33,955) |
| Interest Paid | (15,443) | (34,217) | (30,952) |
| Net Cash Provided from (Used for) Capital Financing Activities | (157,714) | (160,577) | (140,350) |
| Cash Flows from Investing Activities | | | |
| Sale and maturities of investment securities | 1,409,049 | 8,794 | 0 |
| Transfer of interest earnings from Construction Funds | 0 | (3,427) | (957) |
| Purchase of investment securities | (1,423,684) | 0 | (11,801) |
| Interest Received | 10,803 | 14,013 | 10,734 |
| Equity interest in The Energy Authority | (1,425) | (1,517) | (1,565) |
| Equity interest in TEA Solutions | (148) | 0 | 0 |
| Equity interest in Partnership Industrial Centers | 47 | 0 | (59) |
| Distribution from Partnership Industrial Centers | 162 | 423 | 0 |
| Net Cash Provided from (Used for) Investing Activities | (5,197) | 18,287 | (3,648) |
| Net Increase (Decrease) in Cash and Equivalents | (18,478) | 6,378 | 0 |
| Cash and Cash Equivalents at Beginning of Period | 48,100 | 29,622 | 36,000 |
| Cash and Cash Equivalents at End of Period | $ 29,622 | $ 36,000 | $ 36,000 |

# ALL FUNDS SUMMARY OF CASH RECEIPTS AND DISBURSEMENTS

***Fiscal Years Ending September 30***

| (000s) | Reprojected 2026 | Budget 2027 |
|---|---|---|
| Receipts | | |
| Total Revenues and Other Billings | $ 778,406 | $ 708,658 |
| Natural Gas Hedging Receipts | 9,868 | 10,000 |
| Total Revenues and Other Receipts | 788,274 | 718,658 |
| Receivable and Other Balance Sheet Accounts | | |
| Change In Accounts Receivable | (1,851) | (2,264) |
| Business Volatility and Fuels Contingency | 75,000 | 75,000 |
| Future Power Supply Contingency | 25,190 | 0 |
| Total Receipts | 886,613 | 791,394 |
| Disbursements | | |
| Non-capital and Capital Project Expenditures | 676,362 | 578,351 |
| Fuels and Purchased Power | 206,133 | 218,482 |
| Total Project Expenditures | 882,495 | 796,833 |
| Business Volatility and Fuels Contingency | 75,000 | 75,000 |
| Future Power Supply Contingency | 25,190 | 0 |
| Change In Payables Balances | (6,069) | 2,210 |
| Total Disbursements | 976,617 | 874,043 |
| Receipts Net Of Disbursements | (90,004) | (82,649) |
| Beginning Balance All Funds | 505,460 | 415,457 |
| Ending Balance All Funds | $ 415,457 | $ 332,808 |

## SUMMARY OF FUND BALANCES

***Fiscal Years Ending September 30***

| (000s) | Actual 2025 | Reprojected 2026 | Budget 2027 |
|---|---|---|---|
| Cash and Short-term Investments | $ 112,168 | $ 36,000 | $ 36,000 |
| Short-term Construction Funds | 26,871 | 0 | 0 |
| Working Capital/Rate Stabilization* | (20,625) | 84,985 | 83,147 |
| Funds For Bonded Indebtedness | 10,112 | 6,205 | 6,205 |
| Construction Funds | 155,166 | 94,450 | 0 |
| Designated Improvement Accounts | | | |
| Disaster Recovery Fund | 34,179 | 36,171 | 38,256 |
| Contingency Fund | 33,604 | 35,579 | 37,646 |
| Pollution Reserve Fund | 39,370 | 29,250 | 30,650 |
| Fuel Over Recovery | 7,372 | 2,292 | 816 |
| Trunked Radio System Capital Reserve | 1,000 | 1,000 | 1,000 |
| Trunked Radio Operations and Maintenance Reserve | 75 | 75 | 75 |
| Trunked Radio VB Site Lease Sale | 1,952 | 1,560 | 1,202 |
| Capital Reserves - Electric | 26,322 | 26,322 | 26,322 |
| Capital Reserves - Electric Future Generation | 27,986 | 9,096 | 18,492 |
| Capital Reserves - Natural Gas | 663 | 663 | 663 |
| Capital Reserves - SpringNet® | 11,541 | 11,182 | 10,726 |
| Capital Reserves - Water | 4,989 | 7,063 | 7,194 |
| Capital Reserves - Common | 32,714 | 32,064 | 31,414 |
| DIA - Renewable Energy Credits | 0 | 1,500 | 3,000 |
| Total Designated Improvement Account | 221,768 | 193,816 | 207,456 |
| Total Fund Balances | $ 505,460 | $ 415,457 | $ 332,808 |
| | | | |
| * Market Value Adjustment Balance | (20,625) | (20,625) | (20,625) |
| ** Total Fund Balances Excluding Construction Funds | 350,294 | 321,007 | 332,808 |

City
Utilities
SM
Connecting Our Community

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

Sponsored by: _____

First Reading: _____ Second Reading: _____

COUNCIL BILL NO. 2026- GENERAL ORDINANCE NO. _____

AN ORDINANCE

APPROVING: The City Utilities' Fiscal Year 2027 Operating Budget for its Fiscal Year ending September 30, 2027.

WHEREAS, the Board of Public Utilities of the City of Springfield, Missouri, has prepared and submitted to the Council a proposed budget showing its estimated revenue for the coming fiscal year from all sources and its estimated expenditures for operating expenses, for depreciation, for payment of all outstanding obligations, for transfer to the City of payments in lieu of taxes, and all other estimated expenditures; and

WHEREAS, said budget has been on file with the City Clerk of the City of Springfield, Missouri, for 30 days prior to the end of the current fiscal year.

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

Section 1 – The proposed budget for the fiscal year ending September 30, 2027, approved by the Board of Public Utilities of the City of Springfield, Missouri, on August 20, 2026, be deemed to be an appropriation of the money authorized for disbursement thereby and should be and is hereby approved.

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: _____, Assistant City Attorney

Approved for Council action: _____, City Manager

# Exhibit B-2

EXPLANATION TO SPRINGFIELD CITY COUNCIL BILL NO: 2026-_____

FILED: _____, 2026

ORIGINATING DEPARTMENT: City Utilities of Springfield, Missouri ("City Utilities")

PURPOSE: Approval of City Utilities' Fiscal Year 2027 Operating Budget

BACKGROUND INFORMATION: As required by the Springfield City Charter, Article 16.8: The Board of Public Utilities shall prepare and submit to the Council, not less than 30 days prior to the end of the Board's fiscal year, a budget showing its estimated revenue for the coming year from all sources and its estimated expenditures for operating expenses, for depreciation, for payment of all outstanding obligations, for transfer to the City of payments in lieu of taxes, and all other estimated expenditures.

Article 16.9 of the Springfield City Charter further states that the approval of the said budget by the Council shall be deemed to be an appropriation of the money authorized for disbursement thereby, and no further action needs to be taken by the Council.

REMARKS: The end of City Utilities' current fiscal year and budget is Wednesday, September 30, 2026. The period included in City Utilities' Fiscal Year 2027 Operating Budget is October 1, 2026, through September 30, 2027.

Submitted by:

Amy Derdall
Senior Vice President – Chief Financial and Supply Chain Officer

Dwayne Fulk
President – Chief Executive Officer

## EXPLANATION TO COUNCIL BILL 2026-203 (CARROLL)

**FILED:** 08/18/2026

**ORIGINATING DEPARTMENT:** City Utilities

**TITLE:** A general ordinance authorizing revisions to water rates charged by City Utilities of Springfield, Missouri, and related terms and conditions.

**PURPOSE:** To establish revised water rates charged by City Utilities.

**BACKGROUND INFORMATION:**
Summary of Change

The water rates proposed in this Ordinance consist of three annual rate increases to be implemented in October of City Utilities' fiscal years 2028, 2029, and 2030. Revenue percentage increases are 8.0%, 8.0%, and 8.0%, respectively. Rate increases are staged over three years to minimize immediate customer impact. The proposed rate increases are necessary to support increased operating costs and fund essential projects for the water system. Proposed rates retain the existing water rate structure.

Changes are proposed for the following rate schedules:

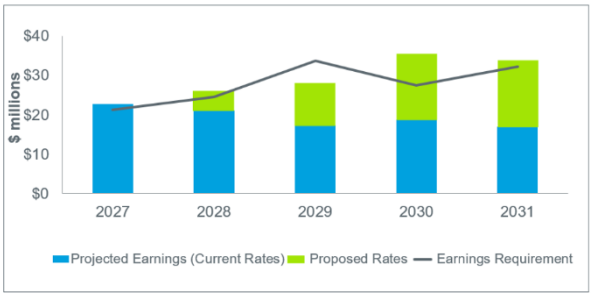
- *Residential Water Service Rate*
- *General Water Service Rate*
- *Emergency Conservation Water Service Rate*

Reason for Change

Without the proposed rate increases, the water system is projected to experience an operating earnings shortfall beginning in fiscal year 2028 and continuing thereafter. Adequate operating earnings are essential to operate and maintain the water system, meet debt obligations, fund infrastructure replacements and improvements, support the shared subsidization of City Utilities' transit system, and cover common capital and operating costs.

CITY OF Springfield

**Water System Earnings & Requirements**




The growth in recurring operating and maintenance costs for the water system has exceeded the growth in water rate revenues over recent years. For example, the average cost to replace a mile of water main has increased 40% since 2020, going from approximately $0.7 million per mile to $1.0 million per mile. Since 2019, the average cost of the water system materials most commonly used by City Utilities has risen approximately 73%.

In addition to supporting ongoing cost increases, the proposed rates will fund essential projects for the water system. Infrastructure renewals continue to be a focus for City Utilities' water system, which has 1,293 miles of distribution mains in service. Infrastructure investments are necessary to maintain and improve reliability while accommodating system growth and meeting regulatory requirements. These infrastructure investments include the following projects:

- Backup electricity generation for critical water system infrastructure
- Booster 1 zone elevated storage tank
- Blackman Water Treatment Plant redundant treated water transmission line
- Customer water service line inventory for Lead and Copper Rule compliance
- Fellows Lake bypass line
- Main and service renewals
- Stockton Lake allocation
- Stockton Lake booster pump station
- Valve, water reservoir, and storage tank maintenance and repairs

These rate changes are essential for City Utilities to maintain financial stability and meet operating objectives. The adjustments support continued compliance with core water system requirements to enable City Utilities to safely and reliably meet customer needs.

**REMARKS:**

The estimated typical impact for residential customers shown below was calculated using average residential usage of 5 CCF in the winter months and 7 CCF in the

summer months. Actual customer impact is dependent on customer usage.

**Customer Impact - Residential**
Impact depends upon usage

| Fiscal Year | Monthly Bill | Increase |
|---|---|---|
| 2027 | $ 40.45 | |
| 2028 | $ 43.72 | $ 3.27 |
| 2029 | $ 47.20 | $ 3.48 |
| 2030 | $ 50.96 | $ 3.76 |

The estimated average impact for nonresidential customers shown below was calculated using the rate for nonresidential customers with a meter size of less than one-inch, which represents approximately 55% of all nonresidential customers. While usage varies greatly for customers within this class, the average usage for this group of nonresidential customers is 8 CCF in the winter months and 11 CCF in the summer months. These usage assumptions were used in the estimated impact calculations below. Actual customer impact is dependent on customer usage.

**Customer Impact - Nonresidential**
Impact depends upon meter size and usage

| Fiscal Year | Monthly Bill | Increase |
|---|---|---|
| 2027 | $ 72.79 | |
| 2028 | $ 78.27 | $ 5.48 |
| 2029 | $ 84.94 | $ 6.67 |
| 2030 | $ 91.80 | $ 6.86 |

If this ordinance is passed, the *Residential Water Service Rate and the General Water Service Rate* will become effective October 2027. The rates will not be prorated but will be fully effective for the first regular billing cycle of the month, with changes occurring in October 2027, October 2028, October 2029.

If this ordinance is passed, the *Emergency Conservation Water Service Rate* will become effective October 1, 2027.

**Submitted By:** Dwayne Fulk, President – Chief Executive Officer

**Authorized for inclusion on the agenda pursuant to City Code section 2-33:**
Maurice Jones, Deputy City Manager 09/02/2026

**Attachments:**
1. Ordinance - Water Rate Adjustments
2. Final Submission of Water Rate Adjustments

One-rdg. _____
P. Hrngs. _____
Pgs. _____
Filed: 09-01-26

Sponsored By: Carroll

First Reading: _____ Second Reading: _____

COUNCIL BILL_____ GENERAL ORDINANCE _____

AN ORDINANCE

AUTHORIZING revisions to water rates charged by City Utilities of Springfield, Missouri, and related terms and conditions.

WHEREAS, the Board of Public Utilities of the City of Springfield, Missouri (the "Board") did, on the 20th day of August, 2026, by resolution approve certain amendments to water rates referred to therein as the "Residential Water Service Rate," "General Water Service Rate," and "Emergency Conservation Water Service Rate," and

WHEREAS, the City Charter of the City of Springfield, Missouri requires approval by the City Council of rates which have been fixed by the Board; and

WHEREAS, said resolution has been on file with the City Clerk of the City of Springfield, Missouri, for two weeks.

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

Section 1 - The rate sheets set out in the resolution passed by the Board on the 20th day of August, 2026 as "Residential Water Service Rate," "General Water Service Rate," and "Emergency Conservation Water Service Rate," a copy of the same being attached hereto and incorporated by reference as "Exhibit 1",and now on file for public inspection with the City Clerk of the City of Springfield, Missouri, should be and are hereby approved.

Section 2 - Said "Residential Water Service Rate," and "General Water Service Rate," will be effective for bills prepared with the first regular billing cycle for October 2027 or the day following approval by City Council, whichever is later, and the "Emergency Conservation Water Service Rate" shall supersede previously established "Emergency Conservation Water Service Rate" on October 1, 2027 or the day following approval by City Council, whichever is later.

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: _____, City Attorney

Approved for Council action: _____, City Manager

# RESOLUTION

WHEREAS, the Board of Public Utilities of the City of Springfield, Missouri (the "Board") has the power and duty to take charge of and exercise control over all public utilities, including water systems and all plants, apparatus, equipment and distribution facilities related to any such system, owned, operated or acquired by the City of Springfield, Missouri (the "City"), and all extensions thereof and appurtenances belonging thereto, under the name City Utilities of Springfield, Missouri ("City Utilities"), including the fixing of rates to be charged for services and facilities furnished by such utilities, subject to the approval of City Council;

WHEREAS, the Strategic Plan adopted by the Board on May 27, 2021, states that City Utilities will lead with integrity by ensuring that it fulfills its professional, ethical, regulatory, environmental and public safety responsibilities, maintain affordability by continually seeking opportunities to gain efficiencies and improve utilization of its resources, maintain a steadfast focus on infrastructure investment to increase resiliency and ensure the safe and reliable delivery of its services to its customers, and secure stable, affordable, and sustainable long-term access to utility supply resources for its community;

WHEREAS, the Board, consistent with City Utilities Policy 5.25 - Rate Policy Standards (the "Rate Policy Standards"), desires to implement water rates that yield the revenue necessary to provide the level of services required by City Utilities' customers;

WHEREAS, the Board, also consistent with the Rate Policy Standards, desires to implement water rates which send appropriate pricing signals, and such rates should be fair, taking into consideration the health and welfare of the inhabitants of the community, and avoid inequities in the allocation of costs among customer classes;

WHEREAS, the Board, through prior resolution, has recognized that City Utilities' water system requires continuing and current investment in infrastructure to secure the enduring ability of the water system to provide necessary and high-quality water to City Utilities' customers, and as a consequence of this recognition, is willing to consider adjustments to rates, as needed, to support these responsible investments;

WHEREAS, the Board, after thoughtful contemplation of all applicable factors, has carefully chosen to adjust water rates to levels intended to enable such infrastructure investments and accommodate increased operating and maintenance costs, and now the Board intends to continue these adjustments such that these investments are sustainable and consistent with the Board's fundamental interest to provide safe, reliable and high-quality water services to the community served by City Utilities;

WHEREAS, the Board has requested the development of a water rate proposal designed to address the need for additional water system revenue;

WHEREAS, the Board requested the review of the resulting rate proposal by the City Utilities Citizens Advisory Council (the "CAC");

WHEREAS, on August 12, 2026, the CAC met and considered, conducted a hearing to accept public input with regard to, and voted to support such rate proposal;

WHEREAS, on August 18, 2022, the Board approved rate sheets for the sale of water referred to therein as "Residential Water Service Rate," "General Water Service Rate," and "Emergency Conservation Water Service Rate" and

WHEREAS, the Board, after careful consideration and public input, has determined that such water rate sheets should be revised and supplemented by the adoption of new water rate sheets, consistent with the rate proposal supported by the CAC.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF PUBLIC UTILITIES OF THE CITY OF SPRINGFIELD, MISSOURI, that the new water rates should be fixed and are hereby approved in the forms attached hereto as Exhibits A-1, A-2, and A-3, titled respectively as "Residential Water Service Rate," "General Water Service Rate", and "Emergency Conservation Water Service Rate";

BE IT FURTHER RESOLVED, that the forms of City Council Ordinance and Explanation attached hereto as Exhibits B-1 and B-2, respectively, are approved and should be submitted to City Council for its approval, and upon such approval Residential Water Service Rate and General Water Service Rate shall become effective for all City Utilities bills prepared with the first regular billing cycle for October 2027 or the day following approval by City Council, whichever is later, said Emergency Conservation Water Service Rate shall become effective on October 1, 2027 or the day following approval by City Council, whichever is later; and

BE IT FURTHER RESOLVED, that City Utilities' President-CEO is hereby authorized and directed to file a copy of this Resolution with the City Clerk and to take such actions as are required or appropriate to obtain approval and enactment of the rates described herein by City Council or to otherwise carry out the intent and purpose of this Resolution.

## CERTIFICATE

The undersigned duly qualified and acting Secretary of the Board of Public Utilities of the City of Springfield, Missouri, does hereby certify that the foregoing is a true and correct copy of a resolution adopted at a legally convened meeting of the Board held on the date set forth below, and further that such resolution has been fully recorded in the Board's minutes and records.

Dated this 20th day of August, 2026.

Ben Shantz, Secretary

BOARD OF PUBLIC UTILITIES
TELECOMMUNICATIONS
ELECTRIC
NATURAL GAS
WATER
TRANSIT
CITY OF SPRINGFIELD

Council Bill No. _____ WATER RATES
General Ordinance _____ Sheet No. 1

**CITY UTILITIES OF SPRINGFIELD, MISSOURI**
**RESIDENTIAL WATER SERVICE RATE**

Availability

Available within the corporate limits of the City of Springfield, Missouri, and the adjacent territory served by City Utilities for residential domestic housekeeping purposes, where adequate capacity is available from City Utilities' water distribution system to serve such water requirements. Availability is subject to the General Terms and Conditions Governing Water Service and the Utility Service Rules and Regulations.

**Monthly Charges**

The following charges are applicable to bills prepared during the months shown:

| | Until 10/2028 | Until 10/2029 | Thereafter |
|---|---|---|---|
| **Customer Charge** | | | |
| Per month | $ 22.70 | $ 24.50 | $ 26.45 |
| **Commodity Charge** | | | |
| Note: One hundred cubic feet of water equals 1 CCF of water, and 1 CCF equals 748 gallons of water. | | | |
| (Winter Period: November through May) | | | |
| Charge per CCF | $ 3.49 | $ 3.77 | $ 4.07 |
| (Summer Period: June through October) | | | |
| Charge per CCF for the first 5 CCF | $ 3.49 | $ 3.77 | $ 4.07 |
| Charge per CCF for the next 10 CCF | $ 4.28 | $ 4.62 | $ 4.99 |
| Charge per CCF for all additional CCF | $ 5.08 | $ 5.49 | $ 5.93 |

**Outside City Charge**

All charges shall be ten percent (10%) more per service outside the corporate limits of the City of Springfield, Missouri.

APPROVED BY CITY COUNCIL _____ APPROVED BY BOARD OF PUBLIC UTILITIES
EFFECTIVE Cycle 1, October 2027 OF SPRINGFIELD, MO _____

Supersedes rate schedule effective Cycle 1, October 2023.

Council Bill No. _____
General Ordinance _____



**CITY UTILITIES OF SPRINGFIELD, MISSOURI**
**GENERAL WATER SERVICE RATE**

**Availability**

Available within the corporate limits of the City of Springfield, Missouri, and the adjacent territory served by City Utilities for nonresidential customers, where adequate capacity is available from City Utilities' water distribution system to serve such water requirements. Availability is subject to the General Terms and Conditions Governing Water Service and the Utility Service Rules and Regulations.

**Monthly Charges**

The following charges are applicable to bills prepared during all months:

| | Until 10/2028 | Until 10/2029 | Thereafter |
|---|---|---|---|
| **Customer Charge** | | | |
| | Per Month | Per Month | Per Month |
| 5/8 or 3/4-inch meter | $ 45.00 | $ 49.00 | $ 53.00 |
| 1-inch meter | $ 67.00 | $ 72.00 | $ 78.00 |
| 1 1/2-inch meter | $ 105.00 | $ 113.00 | $ 122.00 |
| 2-inch meter | $ 151.00 | $ 163.00 | $ 176.00 |
| 3-inch meter | $ 202.00 | $ 218.00 | $ 235.00 |
| 4-inch meter | $ 261.00 | $ 282.00 | $ 305.00 |
| 6-inch meter | $ 346.00 | $ 374.00 | $ 404.00 |
| 8-inch meter | $ 1,257.00 | $ 1,358.00 | $ 1,467.00 |
| 10-inch meter | $ 1,882.00 | $ 2,033.00 | $ 2,196.00 |

**Commodity Charge**

Block limits are based on the Winter Average (WA) billed monthly usage, as defined within this schedule. The following charges are applicable to bills prepared during the months shown:

Note: One hundred cubic feet of water equals 1 CCF of water, and 1 CCF equals 748 gallons of water.

| | Until 10/2028 | Until 10/2029 | Thereafter |
|---|---|---|---|
| (Winter Period: November through May) | | | |
| Charge per CCF for WA of 400 CCF or less: | $ 3.49 | $ 3.77 | $ 4.07 |
| Charge per CCF for WA greater than 400 CCF: | | | |
| Block 0, for the first 400 CCF | $ 3.49 | $ 3.77 | $ 4.07 |
| Block 1, > 400 to ≤ WA | $ 2.16 | $ 2.33 | $ 2.52 |
| Block 2, > WA to ≤ 3 times WA | $ 2.16 | $ 2.33 | $ 2.52 |
| Block 3, > 3 times WA | $ 3.49 | $ 3.77 | $ 4.07 |

APPROVED BY CITY COUNCIL _____
EFFECTIVE Cycle 1, October 2027

APPROVED BY BOARD OF PUBLIC UTILITIES
OF SPRINGFIELD, MO _____

Supersedes rate schedule effective Cycle 1, October 2023.

| | Until 10/2028 | Until 10/2029 | Thereafter |
|---|---|---|---|
| (Summer Period: June through October) | | | |
| Charge per CCF for WA of 400 CCF or less: | | | |
| Block 1, ≤ WA | $ 3.49 | $ 3.77 | $ 4.07 |
| Block 2, > WA to ≤ 3 times WA | $ 4.28 | $ 4.62 | $ 4.99 |
| Block 3, > 3 times WA | $ 5.08 | $ 5.49 | $ 5.93 |
| Charge per CCF for WA greater than 400 CCF: | | | |
| Block 0, for the first 400 CCF | $ 3.49 | $ 3.77 | $ 4.07 |
| Block 1, > 400 to ≤ WA | $ 2.16 | $ 2.33 | $ 2.52 |
| Block 2, > WA to ≤ 3 times WA | $ 2.59 | $ 2.80 | $ 3.02 |
| Block 3, > 3 times WA | $ 5.08 | $ 5.49 | $ 5.93 |

**Winter Average (WA)**

(a) *For existing permanent and temporary services:* The WA shall be the average of the billed monthly usages for the most recent and complete billing months November through May, rounded to the closest whole CCF. In determining WA, prorated months, months with less than one complete month of service, months prior to the initiation of service, and months with services discontinued due to non-payment shall not be included in the WA calculation.

(b) *For new permanent and temporary services, without at least one complete billing month among the most recent November through May billing months:* Initially, until a Winter Period usage occurs, the WA shall be the highest billed monthly usage, rounded to the closest whole CCF. Once an actual billed monthly usage (not an estimate) is available for a complete November through May billing month, WA shall be the same as defined for existing services, paragraph (a). *Temporary services served from permanent service equipment, which may be disconnected during portions of the year, are seasonal services, instead of temporary services, with WA determined by paragraph (c).*

(c) *Services which have been temporarily discontinued for more than 24 hours due to a customer's request, and then reconnected prior to twelve months, and which are without at least one complete billing month among the most recent November through May billing months:* The WA shall be the average of the most recent and complete November through May billed monthly usages, rounded to the closest whole CCF, setting the usage at zero for each and all months during which any portion of the month service was disconnected. This paragraph (c) is also applicable to *seasonal services, and recurrent temporary services, approved by the President-CEO without complete usage history during at least one of the most recent November through May billing months.*

**Outside City Charge**

All charges shall be ten percent (10%) more per service outside the corporate limits of the City of Springfield, Missouri.

APPROVED BY CITY COUNCIL _____ APPROVED BY BOARD OF PUBLIC UTILITIES
EFFECTIVE Cycle 1, October 2027 OF SPRINGFIELD, MO _____

Supersedes rate schedule effective Cycle 1, October 2023.

Council Bill No. _____ WATER RATES
General Ordinance _____ Sheet No. 3
(Page 1 of 6)

**CITY UTILITIES OF SPRINGFIELD, MISSOURI**
**EMERGENCY CONSERVATION WATER SERVICE RATE**

This rate is applicable during Stage One – Water Shortage, Stage Two – Water Emergency, and Stage Three – Water Crisis of the Emergency Water Conservation Plan.

**Section A. Availability**

Available within the corporate limits of the City of Springfield, Missouri, and the adjacent territory served by City Utilities, for all water uses, where adequate capacity is available from City Utilities' water distribution system to serve such water requirements. Availability is subject to the General Terms and Conditions Governing Water Service and the Utility Service Rules and Regulations.

**Section B. Winter Average (WA)**

For customers serviced by the General Water Service Rate, block limits are based on the Winter Average (WA) billed monthly usage, as defined within this rate schedule.

(a) *For existing permanent and temporary services:* The WA shall be the average of the billed monthly usages for the most recent and complete billing months November through May, rounded to the closest whole CCF. In determining WA, prorated months, months with less than one complete month of service, months prior to the initiation of service, and months with services discontinued due to non-payment shall not be included in the WA calculation.

(b) *For new permanent and temporary services, without at least one complete billing month among the most recent November through May billing months:* Initially, until a Winter Period usage occurs, the WA shall be the highest billed monthly usage, rounded to the closest whole CCF. Once an actual billed monthly usage (not an estimate) is available for a complete November through May billing month, WA shall be the same as defined for existing services, paragraph (a). *Temporary services served from permanent service equipment, which may be disconnected during portions of the year, are seasonal services, instead of temporary services, with WA determined by paragraph (c).*

(c) *Services which have been temporarily discontinued for more than 24 hours due to a customer's request, and then reconnected prior to twelve months, and which are without at least one complete billing month among the most recent November through May billing months:* The WA shall be the average of the most recent and complete November through May billed monthly usages, rounded to the closest whole CCF, setting the usage at zero for each and all months during which any portion of the month service was disconnected. This paragraph (c) is also applicable to *seasonal services, and recurrent temporary services, approved by the President-CEO without complete usage history during at least one of the most recent November through May billing months.*

Note: One hundred cubic feet of water equals 1 CCF of water, and 1 CCF equals 748 gallons of water.

APPROVED BY CITY COUNCIL _____ APPROVED BY BOARD OF PUBLIC UTILITIES
EFFECTIVE October 1, 2027 OF SPRINGFIELD, MO _____

Supersedes rate schedule effective October 1, 2023.

**CITY UTILITIES OF SPRINGFIELD, MISSOURI**
**EMERGENCY CONSERVATION WATER SERVICE RATE**

**Section C. Monthly Customer Charges**

The following monthly customer charges are applicable during Stage One – Water Shortage, Stage Two – Water Emergency, and Stage Three – Water Crisis of the Emergency Water Conservation Plan.

**Customers Served by Residential Water Service Rate**

| | Until 10/2028 | Until 10/2029 | Thereafter |
|---|---|---|---|
| Customer Charge | $ 22.70 | $ 24.50 | $ 26.45 |

**Customers Served by General Water Service Rate**

| Customer Charge | Until 10/2028 | Until 10/2029 | Thereafter |
|---|---|---|---|
| | Per Month | Per Month | Per Month |
| 5/8 to 3/4-inch meter | $ 45.00 | $ 49.00 | $ 53.00 |
| 1-inch meter | $ 67.00 | $ 72.00 | $ 78.00 |
| 1 1/2-inch meter | $ 105.00 | $ 113.00 | $ 122.00 |
| 2-inch meter | $ 151.00 | $ 163.00 | $ 176.00 |
| 3-inch meter | $ 202.00 | $ 218.00 | $ 235.00 |
| 4-inch meter | $ 261.00 | $ 282.00 | $ 305.00 |
| 6-inch meter | $ 346.00 | $ 374.00 | $ 404.00 |
| 8-inch meter | $ 1,257.00 | $ 1,358.00 | $ 1,467.00 |
| 10-inch meter | $ 1,882.00 | $ 2,033.00 | $ 2,196.00 |

**CITY UTILITIES OF SPRINGFIELD, MISSOURI**
**EMERGENCY CONSERVATION WATER SERVICE RATE**

**Section D. Monthly Commodity Charges**

The following charges are applicable to usage during the customer's next complete regular billing cycle following determination and declaration by the President-CEO that **Stage One – Water Shortage** of the Emergency Water Conservation Plan is in effect:

**Customers Served by Residential Water Service Rate**

| | Until 10/2028 | Until 10/2029 | Thereafter |
|---|---|---|---|
| Charge per CCF for the first 5 CCF | $ 3.49 | $ 3.77 | $ 4.07 |
| Charge per CCF for the next 10 CCF | $ 4.28 | $ 4.62 | $ 4.99 |
| Charge per CCF for all additional CCF | $ 14.06 | $ 15.18 | $ 16.39 |

**Customers Served by General Water Service Rate**

| | Until 10/2028 | Until 10/2029 | Thereafter |
|---|---|---|---|
| Charge per CCF for WA of 400 CCF or less: | | | |
| Block 1, ≤ WA | $ 3.49 | $ 3.77 | $ 4.07 |
| Block 2, > WA to ≤ 3 times WA | $ 4.28 | $ 4.62 | $ 4.99 |
| Block 3, > 3 times WA | $ 14.06 | $ 15.18 | $ 16.39 |
| Charge per CCF for WA greater than 400 CCF: | | | |
| Block 0, for the first 400 CCF | $ 3.49 | $ 3.77 | $ 4.07 |
| Block 1, > 400 to ≤ WA | $ 2.16 | $ 2.33 | $ 2.52 |
| Block 2, > WA to ≤ 3 times WA | $ 2.59 | $ 2.80 | $ 3.02 |
| Block 3, > 3 times WA | $ 14.06 | $ 15.18 | $ 16.39 |

Upon determination and declaration by the President-CEO that Stage One of the Emergency Conservation Plan is no longer in effect, and depending on whether Stage One is terminated, or advanced to Stage Two, or advanced to Stage Three, the charges in the "Residential Water Service Rate" and the "General Water Service Rate" shall apply, or the charges in the "Emergency Conservation Water Service Rate" for Stage Two shall apply, or the charges in the "Emergency Conservation Water Service Rate" for Stage Three shall apply, respectively, effective the first date that bills are rendered following the declaration.

**CITY UTILITIES OF SPRINGFIELD, MISSOURI**
**EMERGENCY CONSERVATION WATER SERVICE RATE**

**Section D. Monthly Commodity Charges (continued)**

The following charges are applicable to usage during the customer's next complete regular billing cycle following determination and declaration by the President-CEO that **Stage Two – Water Emergency** of the Emergency Water Conservation Plan is in effect:

**Customers Served by Residential Water Service Rate**

| | Until 10/2028 | Until 10/2029 | Thereafter |
|---|---|---|---|
| Charge per CCF for the first 5 CCF | $ 3.49 | $ 3.77 | $ 4.07 |
| Charge per CCF for the next 10 CCF | $ 5.42 | $ 5.86 | $ 6.33 |
| Charge per CCF for all additional CCF | $ 16.03 | $ 17.32 | $ 18.70 |

**Customers Served by General Water Service Rate**

| | Until 10/2028 | Until 10/2029 | Thereafter |
|---|---|---|---|
| Charge per CCF for WA of 400 CCF or less: | | | |
| Block 1, ≤ WA | $ 3.49 | $ 3.77 | $ 4.07 |
| Block 2, > WA to ≤ 3 times WA | $ 5.42 | $ 5.86 | $ 6.33 |
| Block 3, > 3 times WA | $ 16.03 | $ 17.32 | $ 18.70 |
| Charge per CCF for WA greater than 400 CCF: | | | |
| Block 0, for the first 400 CCF | $ 3.49 | $ 3.77 | $ 4.07 |
| Block 1, > 400 to ≤ WA | $ 2.16 | $ 2.33 | $ 2.52 |
| Block 2, > WA to ≤ 3 times WA | $ 6.73 | $ 7.26 | $ 7.85 |
| Block 3, > 3 times WA | $ 16.03 | $ 17.32 | $ 18.70 |

Upon determination and declaration by the President-CEO that Stage Two of the Emergency Conservation Plan is no longer in effect, and depending on whether Stage Two is terminated, or advanced to Stage Three, or reverted to Stage One, the charges in the "Residential Water Service Rate" and the "General Water Service Rate" shall apply, or the charges in the "Emergency Conservation Water Service Rate" for Stage Three shall apply, or the charges in the "Emergency Conservation Water Service Rate" for Stage One shall apply, respectively, effective the first date that bills are rendered following the declaration.

**CITY UTILITIES OF SPRINGFIELD, MISSOURI**
**EMERGENCY CONSERVATION WATER SERVICE RATE**

**Section D. Monthly Commodity Charges (continued)**

The following charges are applicable to usage during the customer's next complete regular billing cycle following determination and declaration by the President-CEO that **Stage Three – Water Crisis** of the Emergency Water Conservation Plan is in effect:

**Customers Served by Residential Water Service Rate**

| | Until 10/2028 | Until 10/2029 | Thereafter |
|---|---|---|---|
| Charge per CCF for the first 5 CCF | $ 3.49 | $ 3.77 | $ 4.07 |
| Charge per CCF for the next 10 CCF | $ 6.54 | $ 7.06 | $ 7.62 |
| Charge per CCF for all additional CCF | $ 18.38 | $ 19.85 | $ 21.43 |

**Customers Served by General Water Service Rate**

| | Until 10/2028 | Until 10/2029 | Thereafter |
|---|---|---|---|
| Charge per CCF for WA of 400 CCF or less: | | | |
| Block 1, ≤ WA | $ 3.49 | $ 3.77 | $ 4.07 |
| Block 2, > WA to ≤ 3 times WA | $ 6.54 | $ 7.06 | $ 7.62 |
| Block 3, > 3 times WA | $ 18.38 | $ 19.85 | $ 21.43 |
| Charge per CCF for WA greater than 400 CCF: | | | |
| Block 0, for the first 400 CCF | $ 3.49 | $ 3.77 | $ 4.07 |
| Block 1, > 400 to ≤ WA | $ 2.16 | $ 2.33 | $ 2.52 |
| Block 2, > WA to ≤ 3 times WA | $ 7.85 | $ 8.47 | $ 9.16 |
| Block 3, > 3 times WA | $ 18.38 | $ 19.85 | $ 21.43 |

Upon determination and declaration by the President-CEO that Stage Three of the Emergency Conservation Plan is no longer in effect, and depending on whether Stage Three is terminated, or reverted to Stage Two, or reverted to Stage One, the charges in the "Residential Water Service Rate" and the "General Water Service Rate" shall apply, or the charges in the "Emergency Conservation Water Service Rate" for Stage Two shall apply, or the charges in the "Emergency Conservation Water Service Rate" for Stage One shall apply, respectively, effective the first date that bills are rendered following the declaration.

**CITY UTILITIES OF SPRINGFIELD, MISSOURI**
**EMERGENCY CONSERVATION WATER SERVICE RATE**

**Section E. Surcharge for Excessive Use of Water**

At the effective date of Stage Three, in addition to the monthly charges in Section C., there shall be applied to each service point a monthly surcharge for excessive use of water.

Excessive use of water shall be defined as follows:

(a) *For existing service points not designated as an irrigation service:* Excessive use of water shall be defined as monthly usage in excess of the average of the most recent and complete billing months of January, February, or March, which is greater than five hundred cubic feet (5 CCF). Prorated months, or months with less than one complete month of service, shall not be included in the average calculation. The average calculation shall be based on one, two, or all three of these months depending on whether or not the service was provided for the complete month.

(b) *For all service points designated as irrigation service:* Excessive use of water shall be defined as all billed monthly usage.

(c) *For new residential service points, without complete usage history during at least one of the most recent January, February, or March billed months:* Excessive use of water shall be defined as monthly usage in excess of the system-wide average residential class usage per billing period in the most recent January, February, and March billing months, which is greater than five hundred cubic feet (5 CCF).

(d) *For new nonresidential service points, without complete usage history during at least one of the most recent January, February, or March billed months:* No surcharge for excessive use of water shall be applied.

The surcharge for excessive use of water shall be:

| | Until 10/2028 | Until 10/2029 | Thereafter |
|---|---|---|---|
| Charge per CCF for all additional CCF ..... | $ 13.96 | $ 15.08 | $ 16.28 |

**Section F. Outside City Charge**

All charges, except the surcharge for excessive use of water, shall be ten percent (10%) more per service outside the corporate limits of the City of Springfield, Missouri.

APPROVED BY CITY COUNCIL _____ APPROVED BY BOARD OF PUBLIC UTILITIES
EFFECTIVE October 1, 2027 OF SPRINGFIELD, MO _____

Supersedes rate schedule effective October 1, 2023.

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

Sponsored By: _____

First Reading: _____ Second Reading: _____

COUNCIL BILL_____ GENERAL ORDINANCE _____

AN ORDINANCE

AUTHORIZING revisions to water rates charged by City Utilities of Springfield, Missouri, and related terms and conditions.

WHEREAS, the Board of Public Utilities of the City of Springfield, Missouri (the "Board") did, on the 20th day of August, 2026, by resolution approve certain amendments to water rates referred to therein as the "Residential Water Service Rate," "General Water Service Rate," and "Emergency Conservation Water Service Rate," and

WHEREAS, the City Charter of the City of Springfield, Missouri requires approval by the City Council of rates which have been fixed by the Board; and

WHEREAS, said resolution has been on file with the City Clerk of the City of Springfield, Missouri, for two weeks.

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

Section 1 - The rate sheets set out in the resolution passed by the Board on the 20th day of August, 2026 as "Residential Water Service Rate," "General Water Service Rate," and "Emergency Conservation Water Service Rate," a copy of the same being attached hereto and incorporated by reference as "Exhibit 1",and now on file for public inspection with the City Clerk of the City of Springfield, Missouri, should be and are hereby approved.

Section 2 - Said "Residential Water Service Rate," and "General Water Service Rate," will be effective for bills prepared with the first regular billing cycle for October 2027 or the day following approval by City Council, whichever is later, and the "Emergency Conservation Water Service Rate" shall supersede previously established "Emergency Conservation Water Service Rate" on October 1, 2027 or the day following approval by City Council, whichever is later.

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: _____, City Attorney

Approved for Council action: _____, City Manager

**EXPLANATION TO COUNCIL BILL NO. 2026-___ (SPONSOR)**

**FILED:** MM/DD/2026

**ORIGINATING DEPARTMENT:** City Utilities of Springfield, Missouri ("City Utilities")

**TITLE:** A general ordinance authorizing revisions to water rates charged by City Utilities.

**PURPOSE:** To establish revised water rates charged by City Utilities.

**BACKGROUND INFORMATION:**

Summary of Change

The water rates proposed in this Ordinance consist of three annual rate increases to be implemented in October of City Utilities' fiscal years 2028, 2029, and 2030. Revenue percentage increases are 8.0%, 8.0%, and 8.0%, respectively. Rate increases are staged over three years to minimize immediate customer impact. The proposed rate increases are necessary to support increased operating costs and fund essential projects for the water system. Proposed rates retain the existing water rate structure.

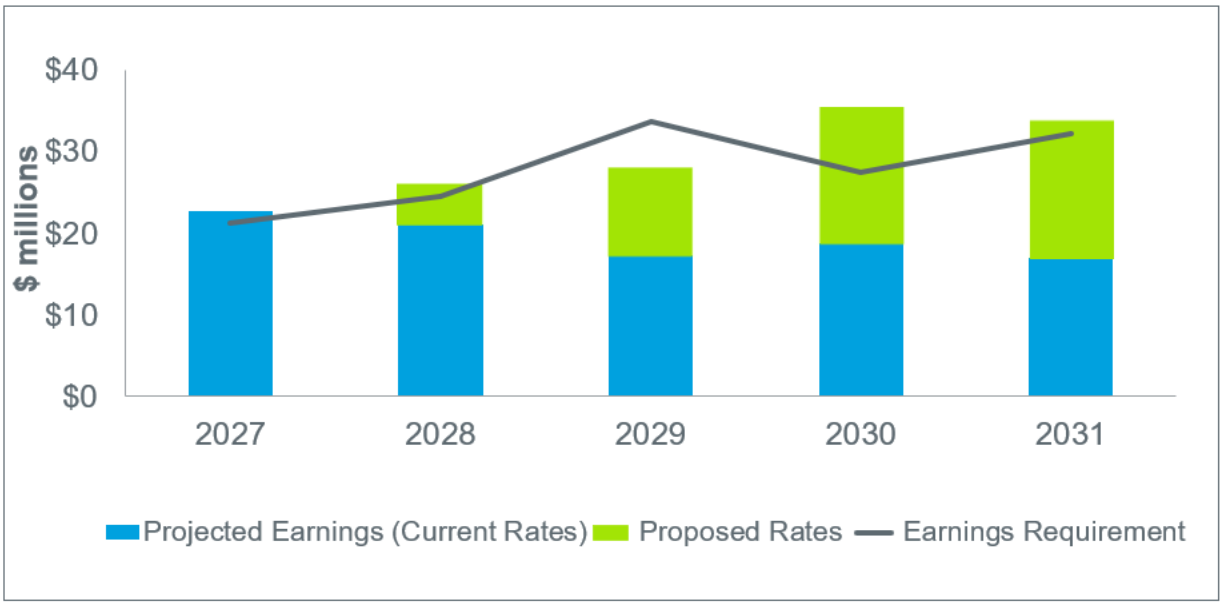
Changes are proposed for the following rate schedules:

- *Residential Water Service Rate*
- *General Water Service Rate*
- *Emergency Conservation Water Service Rate*

Reason for Change

Without the proposed rate increases, the water system is projected to experience an operating earnings shortfall beginning in fiscal year 2028 and continuing thereafter. Adequate operating earnings are essential to operate and maintain the water system, meet debt obligations, fund infrastructure replacements and improvements, support the shared subsidization of City Utilities' transit system, and cover common capital and operating costs.

# Water System Earnings & Requirements




The growth in recurring operating and maintenance costs for the water system has exceeded the growth in water rate revenues over recent years. For example, the average cost to replace a mile of water main has increased 40% since 2020, going from approximately $0.7 million per mile to $1.0 million per mile. Since 2019, the average cost of the water system materials most commonly used by City Utilities has risen approximately 73%.

In addition to supporting ongoing cost increases, the proposed rates will fund essential projects for the water system. Infrastructure renewals continue to be a focus for City Utilities' water system, which has 1,293 miles of distribution mains in service. Infrastructure investments are necessary to maintain and improve reliability while accommodating system growth and meeting regulatory requirements. These infrastructure investments include the following projects:

- Backup electricity generation for critical water system infrastructure
- Booster 1 zone elevated storage tank
- Blackman Water Treatment Plant redundant treated water transmission line
- Customer water service line inventory for Lead and Copper Rule compliance
- Fellows Lake bypass line
- Main and service renewals
- Stockton Lake allocation
- Stockton Lake booster pump station
- Valve, water reservoir, and storage tank maintenance and repairs

These rate changes are essential for City Utilities to maintain financial stability and meet operating objectives. The adjustments support continued compliance with core

water system requirements to enable City Utilities to safely and reliably meet customer needs.

**REMARKS:**

The estimated typical impact for residential customers shown below was calculated using average residential usage of 5 CCF in the winter months and 7 CCF in the summer months. Actual customer impact is dependent on customer usage.

## Customer Impact - Residential

Impact depends upon usage

| Fiscal Year | Monthly Bill | Increase |
|---|---|---|
| 2027 | $ 40.45 | |
| 2028 | $ 43.72 | $ 3.27 |
| 2029 | $ 47.20 | $ 3.48 |
| 2030 | $ 50.96 | $ 3.76 |

The estimated average impact for nonresidential customers shown below was calculated using the rate for nonresidential customers with a meter size of less than one-inch, which represents approximately 55% of all nonresidential customers. While usage varies greatly for customers within this class, the average usage for this group of nonresidential customers is 8 CCF in the winter months and 11 CCF in the summer months. These usage assumptions were used in the estimated impact calculations below. Actual customer impact is dependent on customer usage.

## Customer Impact - Nonresidential

Impact depends upon meter size and usage

| Fiscal Year | Monthly Bill | Increase |
|---|---|---|
| 2027 | $ 72.79 | |
| 2028 | $ 78.27 | $ 5.48 |
| 2029 | $ 84.94 | $ 6.67 |
| 2030 | $ 91.80 | $ 6.86 |

Customers outside the city limits of Springfield pay 10% more for all water charges.

If this ordinance is passed, the *Residential Water Service Rate and the General Water Service Rate* will become effective October 2027. The rates will not be prorated but will be fully effective for the first regular billing cycle of the month, with changes occurring in October 2027, October 2028, October 2029.

If this ordinance is passed, the *Emergency Conservation Water Service Rate* will become effective October 1, 2027.

**Submitted by:** Dwayne Fulk, President – Chief Executive Officer

**Authorized for inclusion on the agenda pursuant to City Code section 2-33:**
David Cameron, City Manager MM/DD/2026

**Attachments:**
1. [Ordinance]
2. [CU Res / Water Rates]

## EXPLANATION TO COUNCIL BILL 2026-202 (LEE)

**FILED:** 08/18/2026

**ORIGINATING DEPARTMENT:** City Utilities

**TITLE:** A general ordinance authorizing establishing a Transmission Cost Adjustment Clause rate schedule; and authorizing revisions to include the Transmission Cost Adjustment Clause in electric rates charged by City Utilities of Springfield, Missouri.

**PURPOSE:** To establish a Transmission Cost Adjustment Clause rate schedule and revised electric rates charged by City Utilities to incorporate the new rate schedule.

**BACKGROUND INFORMATION:**
Summary of Change

The proposed ordinance establishes a Transmission Cost Adjustment Clause, an adjustable rate mechanism to true-up the recovery of specific transmission charges billed to City Utilities by the Southwest Power Pool (SPP). This rate mechanism would provide annual rate adjustments that would be reviewed and approved by the Board of Public Utilities to reflect changes in the applicable SPP transmission charges which are explicitly listed in the rate schedule. This would function similarly to City Utilities' existing Electric Fuel Adjustment and Purchased Gas Adjustment mechanisms and would better enable City Utilities to recover these SPP Transmission costs from customers as they are incurred as opposed to periodic base rate adjustments, helping ensure current customers pay only for current transmission costs. The proposed ordinance also revises the applicable electric rate schedules to include the Transmission Cost Adjustment Clause as a component of the applicable rate schedules. These changes would be implemented with the first bill cycle of October in City Utilities' fiscal year 2028.

The following rate schedule is proposed to be established:

- *Transmission Cost Adjustment Clause*

Changes are proposed for the following rate schedules to incorporate the Transmission Cost Adjustment Clause as a rate component:

- *Residential Electric Service Rate*
- *General Lighting Service Rate*

- *General Power Service Rate*
- *Large General Power Service Rate*
- *Large Power Service Rate*
- *Interruptible Power Service Rate*

Reason for Change

As an SPP transmission customer, City Utilities is required to pay all transmission charges billed by SPP under its Federal Energy Regulatory Commission (FERC)-approved tariff. Schedule 11 transmission charges are assessed to SPP transmission customers by SPP to recover the cost of regional transmission facilities approved and directed for construction through SPP's transmission planning process. In recent years, SPP has approved a number of transmission projects to address reliability needs in the SPP footprint, provide for more efficient and economical flow of energy across the SPP transmission system, and accommodate load growth within SPP. The timing of project completion and the final cost of individual transmission projects cannot be forecast with reasonable accuracy, making it very difficult for both SPP and City Utilities to estimate future Schedule 11 transmission costs.

In addition to the timing and cost uncertainty, the overall share of the Schedule 11 transmission costs allocated to City Utilities in the future is also subject to change in the coming years. Currently, Schedule 11 transmission charges are allocated and billed to SPP transmission customers based on Load-Ratio Share (LRS), which generally reflects a transmission customer's share of SPP's monthly coincident system peak demand. Currently, City Utilities' LRS is approximately 1.2%. Because Schedule 11 costs are allocated using LRS, City Utilities' share of those costs may increase or decrease over time depending on how the City Utilities' load grows relative to the rest of SPP. With significant load growth expected across the SPP region, City Utilities' future allocation percentage is subject to uncertainty. Additionally, SPP is evaluating potential changes to its cost allocation methodology, which adds another layer of uncertainty.

Unlike most operating expenses that can be forecast with reasonable confidence over several years, Schedule 11 transmission costs are driven primarily by regional transmission investments and cost-allocation methodologies established through SPP's planning and regulatory processes. City Utilities' influence on transmission project selection is inherently limited, given that CU is a single participant within a multimember governance structure in which all members share decision making authority. Because these costs cannot be forecast with reasonable accuracy beyond the next year or two, incorporating a true-up mechanism for what is already recovered in the base rate component allows for a more fairly timed correction of any over- or under-recovery of Schedule 11 transmission costs. Without this true-up mechanism, City Utilities must

estimate costs over a three- to five-year planning horizon, which is significantly longer than Schedule 11 transmission costs can reasonably be projected under current conditions.

The proposed Transmission Cost Adjustment Clause would help ensure customers pay only the actual Schedule 11 transmission costs incurred by City Utilities by aligning customer rates with the actual transmission costs incurred. The Transmission Cost Adjustment Clause would provide for an annual adjustment that reconciles prior-period over- or under-recovery of Schedule 11 transmission costs while establishing rates based on projected charges for the next twelve months. This would return any over-recovered dollars to customers in a timely manner and would help ensure that current customers pay for current SPP transmission costs. Each annual adjustment would be reviewed and approved by the Board of Public Utilities, providing continued oversight while functioning similarly to the existing Electric Fuel Adjustment and Purchased Gas Adjustment mechanisms.

**REMARKS:**

Bill impacts for residential customers will vary based on usage. The current estimate of the average monthly bill impact for the first two annual adjustments shown below was calculated using an average monthly usage of 900 kWh per month. Due to the uncertainty of these costs as discussed above, this is an approximate estimate:

| Effective | Estimated Incremental Average Monthly Residential Bill Impact |
|---|---|
| October 2027 | ~$1.50 |
| October 2028 | ~$2.50 |

Nonresidential bill impacts will vary based upon usage, demand, and rate class. These impacts will vary greatly due to the diversity of size and load characteristics of nonresidential customers.

Customers outside the city limits of Springfield pay 5% more for all electric charges.

If this ordinance is passed, the *Transmission Cost Adjustment Clause* would be effective for the first regular billing cycle of October 2027. The *Residential Electric Service Rate*, *General Lighting Service Rate*, *General Power Service Rate*, *Large General Power Service Rate*, *Large Power Service Rate*, and *Interruptible Power Service Rate*, which are only revised to include the *Transmission Cost Adjustment Clause* as an applicable rate component, will become effective for the first regular billing cycle of October 2027.

**Submitted By:** Dwayne Fulk, President – Chief Executive Officer

**Authorized for inclusion on the agenda pursuant to City Code section 2-33:**

Maurice Jones, Deputy City Manager 09/02/2026

**Attachments:**
1. Transmission Cost Adjustment - Ord
2. Final Submission of Transmission Cost Adjustment

One-rdg. _____
P. Hrngs. _____
Pgs. _____
Filed: 09-01-26

Sponsored By: Lee

First Reading: _____ Second Reading: _____

COUNCIL BILL 2026-202 GENERAL ORDINANCE _____

AN ORDINANCE

AUTHORIZING establishing a Transmission Cost Adjustment Clause rate schedule; and authorizing revisions to include the Transmission Cost Adjustment Clause in electric rates charged by City Utilities of Springfield, Missouri.

WHEREAS, the Board of Public Utilities of the City of Springfield, Missouri (the "Board") did, on the 20th day of August, 2026, by resolution approve a new rate schedule referred to therein as the "Transmission Cost Adjustment Clause" and certain amendments to electric rates referred to therein as the "Residential Electric Service Rate," "General Lighting Service Rate," "General Power Service Rate," "Large General Power Service Rate," "Large Power Service Rate," and "Interruptible Power Service Rate," and

WHEREAS, the City Charter of the City of Springfield, Missouri requires approval by the City Council of rates which have been fixed by the Board; and

WHEREAS, said resolution has been on file with the City Clerk of the City of Springfield, Missouri, for two weeks.

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

Section 1 - The rate sheets set out in the resolution passed by the Board on the 20th day of August, 2026 as "Transmission Cost Adjustment Clause," "Residential Electric Service Rate," "General Lighting Service Rate," "General Power Service Rate," "Large General Power Service Rate," "Large Power Service Rate," and "Interruptible Power Service Rate," a copy of the same being attached hereto and incorporated by reference as "Exhibit 1," and now on file for public inspection with the City Clerk of the City of Springfield, Missouri, should be and are hereby approved.

Section 2 – Said "Transmission Cost Adjustment Clause," "Residential Electric Service Rate," "General Lighting Service Rate," "General Power Service Rate," "Large

General Power Service Rate," "Large Power Service Rate," and "Interruptible Power Service Rate," are effective for bills prepared for the first regular billing cycle for October 2027, or on the day following approval by City Council, whichever is later.

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: _____, City Attorney

Approved for Council action: _____, City Manager

# RESOLUTION

WHEREAS, the Board of Public Utilities of the City of Springfield, Missouri (the "Board") has the power and duty to take charge of and exercise control over all public utilities, including electric systems and all plants, apparatus, equipment and transmission and distribution facilities related to any such system, owned, operated or acquired by the City of Springfield, Missouri (the "City"), and all extensions thereof and appurtenances belonging thereto, under the name City Utilities of Springfield, Missouri ("City Utilities"), including the fixing of rates to be charged for services and facilities furnished by such utilities, subject to the approval of City Council;

WHEREAS, the Strategic Plan adopted by the Board on May 27, 2021, states that City Utilities will lead with integrity by ensuring that it fulfills its professional, ethical, regulatory, environmental and public safety responsibilities, maintain affordability by continually seeking opportunities to gain efficiencies and improve utilization of its resources, maintain a steadfast focus on infrastructure investment to increase resiliency and ensure the safe and reliable delivery of its services to its customers, and secure stable, affordable, and sustainable long-term access to utility supply resources for its community;

WHEREAS, City Utilities is a transmission customer in the Southwest Power Pool (SPP) and therefore is required to pay all transmission charges pursuant to SPP's Federal Energy Regulatory Commission (FERC)-approved tariff;

WHEREAS, SPP's tariff includes Schedule 11 charges, which are assessed to all SPP transmission customers to recover the cost of regional transmission facilities approved and directed for construction through SPP's transmission planning process;

WHEREAS, the Board, consistent with City Utilities Policy 5.25 - Rate Policy Standards (the "Rate Policy Standards"), desires to implement electric rates that yield the revenue necessary to provide the level of services required by City Utilities' customers;

WHEREAS, the Board, also consistent with the Rate Policy Standards, desires to implement electric rates which send appropriate pricing signals, and such rates should be fair, taking into consideration system reliability and safety of the inhabitants of the community, and avoid inequities in the allocation of costs among customer classes;

WHEREAS, the Board recognizes that the SPP Schedule 11 charges incurred by City Utilities are subject to significant uncertainty and can change materially over time, making it impracticable to forecast such costs with sufficient accuracy for recovery through periodic base rate adjustments;

WHEREAS, the Board, through thoughtful contemplation of all applicable factors, has carefully chosen to establish a Transmission Cost Adjustment Clause, which is in the best interests of the City of Springfield, City Utilities, and its customers by providing annual adjustments to reflect changes in SPP Schedule 11 charges, helping ensure current customers pay only the current SPP Schedule 11 costs incurred by City Utilities while maintaining appropriate oversight by the Board;

WHEREAS, the Board requested the review of the resulting rate proposal by the City Utilities Citizens Advisory Council (the "CAC");

WHEREAS, on August 12, 2026, the CAC met and considered, conducted a hearing to accept public input with regard to, and voted to support such rate proposal;

WHEREAS, on August 21, 2025, the Board approved rate sheets for the sale of electricity referred to therein as "Residential Electric Service Rate," "General Lighting Service Rate," "General Power Service Rate," "Large General Power Service Rate," "Large Power Service Rate," and "Interruptible Power Service Rate," and

WHEREAS, the Board, after careful consideration and public input, has determined that such electric rate sheets should be revised and supplemented by the adoption of new electric rate sheets which include a Transmission Cost Adjustment component, and that a rate sheet referred to as the "Transmission Cost Adjustment Clause" be adopted, consistent with the rate proposal supported by the CAC.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF PUBLIC UTILITIES OF THE CITY OF SPRINGFIELD, MISSOURI, that the new electric rates should be fixed and are hereby approved in the forms attached hereto as Exhibits A-1, A-2, A-3, A-4, A-5, A-6, and A-7, titled respectively as "Transmission Cost Adjustment Clause," "Residential Electric Service Rate," "General Lighting Service Rate," "General Power Service Rate," "Large General Power Service Rate," "Large Power Service Rate," and "Interruptible Power Service Rate,";

BE IT FURTHER RESOLVED, that the forms of City Council Ordinance and Explanation attached hereto as Exhibits B-1 and B-2, respectively, are approved and should be submitted to City Council for its approval, and upon such approval said Transmission Cost Adjustment Clause, Residential Electric Service Rate, General Lighting Service Rate, General Power Service Rate, Large General Power Service Rate, Large Power Service Rate, and Interruptible Power Service Rate shall become effective for all City Utilities bills prepared with the first regular billing cycle for October 2027 or the day following approval by City Council, whichever is later; and

BE IT FURTHER RESOLVED, that City Utilities' President-CEO is hereby authorized and directed to file a copy of this Resolution with the City Clerk and to take such actions as are required or appropriate to obtain approval and enactment of the rates described herein by City Council or to otherwise carry out the intent and purpose of this Resolution.

## CERTIFICATE

The undersigned duly qualified and acting Secretary of the Board of Public Utilities of the City of Springfield, Missouri, does hereby certify that the foregoing is a true and correct copy of a resolution adopted at a legally convened meeting of the Board held on the date set forth below, and further that such resolution has been fully recorded in the Board's minutes and records.

Dated this 20th day of August, 2026.

Ben Shantz, Secretary

BOARD OF PUBLIC UTILITIES
TELECOMMUNICATIONS
ELECTRIC
NATURAL GAS
WATER
TRANSIT
CITY OF SPRINGFIELD

**CITY UTILITIES OF SPRINGFIELD, MISSOURI**
**TRANSMISSION COST ADJUSTMENT CLAUSE**

**Applicability**

This Transmission Cost Adjustment Clause shall be applicable to the following Electric Rates: Residential Electric Service Rate, General Lighting Service Rate, General Power Service Rate, Large General Power Service Rate, Large Power Service Rate, and Interruptible Power Service Rate. Customers served under the applicable Electric Rates shall have their monthly bills adjusted, either upward or downward, to reflect changes in Schedule 11 transmission charges billed to City Utilities by the Southwest Power Pool (SPP). Schedule 11 charges are assessed to SPP transmission customers by SPP under its Federal Energy Regulatory Commission (FERC)-approved tariff to recover the cost of regional transmission facilities approved and directed for construction through SPP's transmission planning process. As an SPP transmission customer, City Utilities is required to pay all transmission charges pursuant to SPP's tariff. SPP Schedule 11 transmission charges to be recovered through this mechanism include but are not limited to regional and zonal charges. The Transmission Cost Adjustment amount on a customer's bill shall be the product of the Transmission Cost Adjustment Factor applicable to the customer's rate class and the customer's monthly billed kilowatt-hour (kWh) energy consumption or kilowatt (kW) billing demand.

**Calculation of Transmission Cost Adjustment Factors**

The Transmission Cost Adjustment ("TCA") Factor applicable to each rate class shall be calculated according to the formulas below and submitted to the Board of Public Utilities for approval annually in March, with approved TCA factors to be effective for the twelve-month period beginning with the first billing cycle in October. This twelve-month period shall constitute the "applicable adjustment period", except as otherwise provided in the section titled "Interim Recalculation of the Transmission Cost Adjustment Factors." For purposes of calculating the Transmission Cost Adjustment Factors and calculating amounts recovered through the Transmission Cost Adjustment, the Large Power Service and Interruptible Power Service rate classes shall be combined and treated as a single rate class.

**A. Determination of Revenue Requirement**

For each adjustment period, the Revenue Requirement ("RR") to be recovered through the TCA Factor shall be calculated as follows:

$$\begin{aligned} RR = \; & \text{Projected SPP Schedule 11 Transmission Charges} \\ & - \text{Projected SPP Schedule 11 Transmission Charges Directly Assigned to XLPS Rate Class} \\ & - \text{SPP Schedule 11 Transmission Revenue in Base Rates} \\ & + \text{Prior Period Under-Recovery (Over-Recovery)} \\ & + \text{Projected Net Change in Prior Period Under-Recovery (Over-Recovery)} \\ & + \text{Audited Adjustments} \\ & + 3\% \text{ for Payment to the City in Lieu of Taxes} \end{aligned}$$

APPROVED BY CITY COUNCIL _____ APPROVED BY BOARD OF PUBLIC UTILITIES OF SPRINGFIELD, MO _____

EFFECTIVE Cycle 1, October 2027

New schedule.

Where:

**Projected SPP Schedule 11 Transmission Charges** shall mean the projected charges to be billed to City Utilities by the Southwest Power Pool ("SPP") under Schedule 11 of SPP's FERC-approved Open Access Transmission Tariff for the applicable adjustment period. As such schedule or Tariff may be renumbered, retitled, or otherwise redesignated by SPP or FERC from time to time, and any such successor schedule or name shall be deemed incorporated herein.

**Projected SPP Schedule 11 Transmission Charges Directly Assigned to XLPS Rate Class** shall mean the portion of projected SPP Schedule 11 Transmission Charges projected to be directly assigned to customers served under the Extra Large Power Service (XLPS) Rate Class and therefore excluded from recovery by the Transmission Cost Adjustment Factors.

**SPP Schedule 11 Transmission Revenue in Base Rates** shall mean the amount of Schedule 11 transmission cost recovery embedded in existing base rates for the applicable adjustment period. The annual SPP Schedule 11 Transmission Revenue in Base Rates is $8,725,980.

**Prior Period Under-Recovery (Over-Recovery)** shall mean the cumulative net difference, for all prior adjustment periods, between:

(a) the actual SPP Schedule 11 Transmission Charges billed to City Utilities, net of amounts directly assigned to customers served under the XLPS Rate Class; and

(b) the amounts recovered from customers to whom the TCA applies for such charges, through base rates and the TCA. Amounts recovered from customers shall not include nonrevenue services, including those to the City of Springfield or departments of City Utilities.

An Under-Recovery shall occur when the actual charges described in subsection (a) exceed the amounts recovered under subsection (b).

An Over-Recovery shall occur when the amounts recovered under subsection (b) exceed the actual charges described in subsection (a).

**Projected Net Change in Prior Period Under-Recovery (Over-Recovery)** shall mean the projected increase or decrease in the Prior Period Under-Recovery (Over-Recovery) balance from the time of the calculation of the Transmission Cost Adjustment Factors through the effective date of the new Transmission Cost Adjustment Factors.

**Audited Adjustments**
Shall mean any prior period corrections determined to be necessary through audits by an independent auditing firm.

The annual change in the Revenue Requirement shall not exceed an increase of $15,000,000 above the Revenue Requirement approved for the immediately preceding annual adjustment period. The Board of Public Utilities may establish an annual increase limit that is less than $15,000,000 at the time of annual approval. Any unrecovered amount shall be carried forward and included in subsequent recalculations of the Revenue Requirement.

**B. Allocation to Retail Rate Classes**

The Revenue Requirement determined above shall be allocated to each applicable rate class based upon the class's contribution to the twelve coincident peak demands ("12CP") of City Utilities' system load, as reflected in the most recent available class 12CP allocation data developed by City Utilities. Coincident peak demands attributable to the XLPS Rate Class shall be excluded from such allocation.

For each rate class:

Rate Class Allocation Percentage =

$$\frac{\text{Rate Class 12CP Demand}}{(\text{Total System 12CP Demand} - \text{XLPS Rate Class 12CP Demand})}$$

Rate Class Revenue Requirement =

$$\text{Revenue Requirement} \times \text{Rate Class Allocation Percentage}$$

**C. Calculation of TCA Factors**

For each applicable rate class, the TCA factor shall be calculated as:

TCA Factor =

$$\frac{\text{Rate Class Revenue Requirement}}{\text{Projected Rate Class Billing Determinant}}$$

Where:

**Projected Rate Class Billing Determinant** shall mean the projected kilowatt-hours (kWh) billed for non-demand rate classes and projected kilowatt (kW) of billing demand for demand-billed rate classes during the applicable adjustment period. Non-demand rate classes include Residential Electric Service and General Lighting Service. Demand-billed rate classes include General Power Service, Large General Power Service, Large Power Service, and Interruptible Power Service. The Projected Rate Class Billing Determinant shall not include nonrevenue services, including those to the City of Springfield or departments of City Utilities.

The TCA Factor shall be rounded to the nearest hundredth of a cent, expressed as dollars, and be applied as a separate charge per kilowatt-hour (kWh) billed for non-demand rate classes. The TCA Factor shall be rounded to the nearest cent, expressed as dollars, and applied as a separate charge per kilowatt (kW) of Billing Demand for demand-billed rate classes. The Billing Demand for each month shall be determined in accordance with the service's applicable rate schedule.

**Interim Recalculation of the Transmission Cost Adjustment Factors**

The purpose of an interim recalculation is to limit the accumulation of material Under-recovery (Over-recovery) balances until the next scheduled annual Transmission Cost Adjustment Factors become effective. In the event that the Prior Period Under-recovery (Over-recovery) exceeds $8,000,000, the Transmission Cost Adjustment Factors may be recalculated. Any such interim recalculation shall be based on projected data for the months remaining until the next scheduled annual Transmission Cost Adjustment Factors become effective in October. For any such interim recalculation covering a period of less than twelve (12) months, the projected SPP Schedule 11 Transmission Revenue in Base Rates shall be prorated. If an interim recalculation of the Transmission Cost Adjustment Factors occurs when six (6) or fewer months remain until the next annual Transmission Cost Adjustment Factor updates are effective in October, no more than fifty percent (50%) of the Under-recovery (Over-recovery) balance shall be included in the calculation of the revised Transmission Cost Adjustment Factors. Any remaining Under-recovery (Over-recovery) balance shall be included in the subsequent annual recalculation. The revised Transmission Cost Adjustment Factors may become effective with the first regular billing cycle occurring no sooner than one (1) month following approval by the Board of Public Utilities and shall remain in effect until the next scheduled annual Transmission Cost Adjustment Factors become effective.

**Conditions**

1. Changes to the TCA Factors shall become effective with the first regular billing cycle for the month.

2. A detailed calculation of the new Transmission Cost Adjustment Factors shall be submitted to the members of the Board of Public Utilities and to the members of the City Council of Springfield, Missouri, for informational purposes.

3. The Transmission Cost Adjustment Factors shall be approved by the Board of Public Utilities.

4. Annually the calculations of the Transmission Cost Adjustment Factors shall be audited by an independent auditing firm and any exceptions noted shall be included in the next calculation of the Transmission Cost Adjustment Factors.

5. The power to repeal the Transmission Cost Adjustment is retained by the City Council of the City of Springfield, Missouri. Repeal of this Clause shall be by ordinance. No ordinance repealing the Transmission Cost Adjustment shall be adopted later than the day which is six months prior to the end of any fiscal year, nor shall it have an effective date other than the end of the fiscal year in which the ordinance was adopted.

**CITY UTILITIES OF SPRINGFIELD, MISSOURI**
**RESIDENTIAL ELECTRIC SERVICE RATE**

**Availability**

Service under this rate shall be available within the corporate limits of the City of Springfield, Missouri, and the adjacent territory served by City Utilities, for residential Dwelling Units. Availability is subject to the General Terms and Conditions Governing Electric Service and the Utility Service Rules and Regulations.

**Monthly Charges**

| | Until 04/2028 | Thereafter |
|---|---|---|
| **Customer Charge** | | |
| Per month | $13.75 | $13.75 |
| **Energy Charge** | | |
| For all kWh | $0.0602 per kWh | $0.0608 per kWh |
| **Supply and Delivery Charge** | | |
| (Winter Period: October through May) | | |
| For the first 900 kWh | $0.0566 per kWh | $0.0610 per kWh |
| All additional kWh | $0.0497 per kWh | $0.0539 per kWh |
| (Summer Period: June through September) | | |
| For the first 500 kWh | $0.0566 per kWh | $0.0610 per kWh |
| All additional kWh | $0.0850 per kWh | $0.0919 per kWh |

**Fuel Adjustment**

This Electric Rate is subject to the Fuel Adjustment Clause contained in Electric Rates Sheet No. 10.

**Transmission Cost Adjustment**

This Electric Rate is subject to the Transmission Cost Adjustment Clause contained in Electric Rates Sheet No. 23.

**Outside City Charge**

All charges shall be five (5) percent more per service outside the corporate limits of the City of Springfield, Missouri.

APPROVED BY CITY COUNCIL _____ APPROVED BY BOARD OF PUBLIC UTILITIES
EFFECTIVE Cycle 1, October 2027 OF SPRINGFIELD, MO _____

Supersedes rate schedule effective Cycle 1, April 2027.

**Rate Reduction Provision**

Effective Cycle 1, August 2036, the customer charge shall be reduced by $1.25, the supply and delivery charge for the first 900 kWh used October through May shall be reduced by $0.0113 per kWh, the supply and delivery charge for additional kWh October through May shall be reduced by $0.0102 per kWh, the supply and delivery charge for the first 500 kWh June through September shall be reduced by $0.0113 per kWh, and the supply and delivery charge for additional kWh June through September shall be reduced by $0.0102 per kWh.

Council Bill No. _____ ELECTRIC RATES
General Ordinance No. _____ Sheet No. 2
(Page 1 of 2)

**CITY UTILITIES OF SPRINGFIELD, MISSOURI**
**GENERAL LIGHTING SERVICE RATE**

**Availability**

Service under this rate shall be available within the corporate limits of the City of Springfield, Missouri, and the adjacent territory served by City Utilities, for single-phase power requirements, excluding service for residential Dwelling Units which are served under the Residential Electric Service Rate. Availability is subject to the General Terms and Conditions Governing Electric Service and the Utility Service Rules and Regulations.

**Monthly Charges**

| | Until 04/2028 | Thereafter |
|---|---|---|
| **Customer Charge** | | |
| Per month…… | $22.25 | $22.25 |
| **Energy Charge** | | |
| For all kWh…….. | $0.0602 per kWh | $0.0608 per kWh |
| **Supply and Delivery Charge** | | |
| For all kWh…….. | $0.0553 per kWh | $0.0592 per kWh |

**Fuel Adjustment**

This Electric Rate is subject to the Fuel Adjustment Clause contained in Electric Rates Sheet No. 10.

**Transmission Cost Adjustment**

This Electric Rate is subject to the Transmission Cost Adjustment Clause contained in Electric Rates Sheet No. 23.

**Discount**

A five (5) percent discount shall be allowed if the energy is metered at primary voltage and the customer provides the transformer equipment. A two (2) percent discount shall be allowed if the energy is metered at primary voltage and City Utilities provides the transformer equipment.

**Outside City Charge**

All charges shall be five (5) percent more per service outside the corporate limits of the City of Springfield, Missouri.

APPROVED BY CITY COUNCIL _____ APPROVED BY BOARD OF PUBLIC UTILITIES
EFFECTIVE Cycle 1, October 2027 OF SPRINGFIELD, MO _____

Supersedes rate schedule effective Cycle 1, April 2027.

**Rate Reduction Provision**

Effective Cycle 1, August 2036, the customer charge shall be reduced by $2.00, and the supply and delivery charge shall be reduced by $0.0113 per kWh for all kWh.

Council Bill No. _____
General Ordinance No. _____



**CITY UTILITIES OF SPRINGFIELD, MISSOURI**
**GENERAL POWER SERVICE RATE**

**Availability**

Service under this rate shall be available within the corporate limits of the City of Springfield, Missouri, and the adjacent territory served by City Utilities for commercial and industrial three-phase requirements. Availability is subject to the General Terms and Conditions Governing Electric Service and the Utility Service Rules and Regulations.

**Monthly Charges**

| | Until 04/2028 | Thereafter |
|---|---|---|
| **Customer Charge** | | |
| Per month | $51.00 | $52.00 |
| **Energy Charge** | | |
| For all kWh | $0.0602 per kWh | $0.0608 per kWh |
| **Demand Charge** | | |
| Generation<br>For all kW of billing demand | $11.07 per kW | $11.73 per kW |
| Transmission<br>For all kW of billing demand | $3.05 per kW | $3.20 per kW |
| Distribution<br>For all kW of billing demand | | |
| Primary Service | $2.45 per kW | $2.54 per kW |
| Secondary Service | $3.25 per kW | $3.40 per kW |

APPROVED BY CITY COUNCIL _____
EFFECTIVE Cycle 1, October 2027

APPROVED BY BOARD OF PUBLIC UTILITIES
OF SPRINGFIELD, MO _____

Supersedes rate schedule effective Cycle 1, April 2027.

**Fuel Adjustment**

This Electric Rate is subject to the Fuel Adjustment Clause contained in Electric Rates Sheet No. 10.

**Transmission Cost Adjustment**

This Electric Rate is subject to the Transmission Cost Adjustment Clause contained in Electric Rates Sheet No. 23.

**Demand Charge for Distribution**

The Primary Service Demand Charge for Distribution will apply if the energy is metered at primary voltage (13,200 volts) and the customer provides and maintains all transformation facilities, including an approved transformer bank, circuit interrupters, and other protective devices which will clear faults on the customer's side of the point of delivery.

**Metering at Different Voltages**

City Utilities may, at its option, install metering equipment on the primary side of the transformer for a secondary voltage customer. In this case, the customer shall be allowed a one (1) percent discount for all the above charges and the Secondary Service Demand Charge for Distribution will apply.

**Billing Demand**

The billing demand shall be ninety (90) percent of the highest actual kilowatt demand during any period of 30 consecutive minutes occurring in the most recent billing months of July, August, or September. Initially, until a summer-month kilowatt demand occurs, the billing demand shall be ninety (90) percent of the highest actual kilowatt demand measured.

Customers served under this Electric Rate shall have the option of having their billing demand based on measured demand occurring only during peak periods as defined in the General Terms and Conditions Governing Electric Service. To qualify for this option, customers must have installed an electric meter which will measure demand by time-of-use and for which they shall pay a one-time charge equivalent to the additional cost of the meter.

**Outside City Charge**

All charges shall be five (5) percent more per service outside the corporate limits of the City of Springfield, Missouri.

**Rate Reduction Provision**

Effective Cycle 1, August 2036, the customer charge shall be reduced by $3.00, and the demand charge for generation shall be reduced by $3.50 per kW for all kW of billing demand.

Council Bill No. _____ ELECTRIC RATES
General Ordinance No. _____ Sheet No. 4
(Page 1 of 3)

**CITY UTILITIES OF SPRINGFIELD, MISSOURI**
**LARGE GENERAL POWER SERVICE RATE**

**Availability**

Service under this rate shall be available within the corporate limits of the City of Springfield, Missouri, and the adjacent territory served by City Utilities for commercial and industrial customers with monthly demands of 300 kilowatts or greater, but less than 1,500 kilowatts. Availability is subject to the General Terms and Conditions Governing Electric Service and the Utility Service Rules and Regulations.

**Monthly Charges**

| | Until 04/2028 | Thereafter |
|---|---|---|
| **Customer Charge** | | |
| Per month | $345.00 | $345.00 |
| **Energy Charge** | | |
| For all kWh | $0.0602 per kWh | $0.0608 per kWh |
| **Demand Charge** | | |
| Generation<br>For all kW of billing demand | $11.83 per kW | $12.63 per kW |
| Transmission<br>For all kW of billing demand | $3.05 per kW | $3.20 per kW |
| Distribution<br>For all kW of billing demand | | |
| Primary Service | $2.45 per kW | $2.54 per kW |
| Secondary Service | $3.25 per kW | $3.40 per kW |

APPROVED BY CITY COUNCIL _____ APPROVED BY BOARD OF PUBLIC UTILITIES
EFFECTIVE Cycle 1, October 2027 OF SPRINGFIELD, MO _____

Supersedes rate schedule effective Cycle 1, April 2027.

**Load Factor Adjustment**

A credit of ($0.0100) per kW of billing demand will be allowed for each whole hour of use in excess of 365 hours-use. Hours-use shall be the monthly kWh usage divided by the kW billing demand.

**Fuel Adjustment**

This Electric Rate is subject to the Fuel Adjustment Clause contained in Electric Rates Sheet No. 10.

**Transmission Cost Adjustment**

This Electric Rate is subject to the Transmission Cost Adjustment Clause contained in Electric Rates Sheet No. 23.

**Demand Charge for Distribution**

The Primary Service Demand Charge for Distribution will apply if the energy is metered at primary voltage (13,200 volts) and the customer provides and maintains all transformation facilities, including an approved transformer bank, circuit interrupters, and other protective devices which will clear faults on the customer's side of the point of delivery.

**Metering at Different Voltages**

City Utilities may, at its option, install metering equipment on the primary side of the transformer for a secondary voltage customer. In this case, the customer shall be allowed a one (1) percent discount for all the above charges and the Secondary Service Demand Charge for Distribution will apply.

**Billing Demand**

The billing demand for each month shall be the greatest of the following amounts in kilowatts:

1) Highest average actual demand during any period of 30 consecutive minutes in that month; or

2) Ninety (90) percent of the highest actual demand occurring in the most recent billing months of July, August, or September.

Customers served under this Electric Rate shall have the option of having their billing demand based on measured demand occurring only during peak periods as defined in the General Terms and Conditions Governing Electric Service.

**Power Factor Adjustment**

If the customer's power factor at the point of measurement is found to be less than 85 percent, the customer will be so notified and shall have the option of installing sufficient power factor-corrective equipment. Should the customer fail to exercise such option promptly, monthly demand measurement may also be a kVA demand meter, in which case 0.85 kVA will be considered the actual kW.

**Outside City Charge**

All charges shall be five (5) percent more per service outside the corporate limits of the City of Springfield, Missouri.

**Transformer Rental**

In certain circumstances, approved by the General Manager, customers may use transformers owned by City Utilities in conjunction with transformers owned by the customer. Customers renting transformers from City Utilities shall pay a monthly fee. It shall be understood that all additional capacity, if any, and any replacements will be provided by the customer and that City Utilities will not increase the capacity of transformers or related equipment to be used in conjunction with customer-owned facilities. The customer shall be solely responsible for the use of City Utilities' equipment and any damage to said equipment, resulting from the customer's negligence or misuse shall be at his sole cost and expense.

**Rate Reduction Provision**

Effective Cycle 1, August 2036, the demand charge for generation shall be reduced by $3.50 per kW for all kW of billing demand.

**CITY UTILITIES OF SPRINGFIELD, MISSOURI**
**LARGE POWER SERVICE RATE**

**Availability**

Service under this rate shall be available within the corporate limits of the City of Springfield, Missouri, and the adjacent territory served by City Utilities for commercial and industrial customers with monthly demands of 1,500 kilowatts or greater. Availability is subject to the General Terms and Conditions Governing Electric Service and the Utility Service Rules and Regulations.

**Monthly Charges**

| | Until 04/2028 | Thereafter |
|---|---|---|
| **Customer Charge** | | |
| Per month…….. | $495.00 | $495.00 |
| **Energy Charge** | | |
| For all kWh……. | $0.0602 per kWh | $0.0608 per kWh |
| **Demand Charge** | | |
| Generation<br>For all kW of billing demand | $10.62 per kW | $10.98 per kW |
| Transmission<br>For all kW of billing demand | $3.05 per kW | $3.20 per kW |
| Distribution (not applicable to transmission service)<br>For all kW of billing demand | | |
| Primary Service | $2.45 per kW | $2.54 per kW |
| Secondary Service | $3.25 per kW | $3.40 per kW |

APPROVED BY CITY COUNCIL _____ APPROVED BY BOARD OF PUBLIC UTILITIES
EFFECTIVE Cycle 1, October 2027 OF SPRINGFIELD, MO _____

Supersedes rate schedule effective Cycle 1, April 2027.

**Load Factor Adjustment**

A credit of ($0.0100) per kW of billing demand will be allowed for each whole hour of use in excess of 365 hours-use. Hours-use shall be the monthly kWh usage divided by the kW billing demand.

**Fuel Adjustment**

This Electric Rate is subject to the Fuel Adjustment Clause contained in Electric Rates Sheet No. 10.

**Transmission Cost Adjustment**

This Electric Rate is subject to the Transmission Cost Adjustment Clause contained in Electric Rates Sheet No. 23.

**Demand Charge for Distribution**

The Primary Service Demand Charge for Distribution will apply if the energy is metered at primary voltage (13,200 volts) and the customer provides and maintains all transformation facilities, including an approved transformer bank, circuit interrupters, and other protective devices which will clear faults on the customer's side of the point of delivery.

No Demand Charge for Distribution will apply if the energy is metered at transmission voltage (69,000 or 161,000 volts) and the customer provides and maintains all transformation facilities, including an approved transformer bank, circuit interrupters, and other protective devices which will clear faults on the customer's side of the point of delivery.

**Metering at Different Voltages**

City Utilities may, at its option, install metering equipment on the primary side of the transformer for a secondary voltage customer. In this case, the customer shall be allowed a one (1) percent discount for all the above charges and the Secondary Service Demand Charge for Distribution will apply.

**Billing Demand**

The billing demand for each month shall be the greatest of the following amounts in kilowatts:

1) Highest average actual demand during any period of 30 consecutive minutes in that month; or

2) Ninety (90) percent of the highest actual demand occurring in the most recent billing months of July, August, or September.

Customers served under this Electric Rate shall have the option of having their billing demand based on measured demand occurring only during peak periods as defined in the General Terms and Conditions Governing Electric Service.

**Power Factor Adjustment**

A Power Factor charge of $0.025 per kW of billing demand will be made for each whole percent by which the monthly power factor is less than 100%.

The power factor shall be the kW demand divided by the coincident kVA demand expressed as a percentage, for the peak 30-minute interval during the billing month.

**Outside City Charge**

All charges shall be five (5) percent more per service outside the corporate limits of the City of Springfield, Missouri.

**Transformer Rental**

In certain circumstances, approved by the General Manager, customers may use transformers owned by City Utilities in conjunction with transformers owned by the customer. Customers renting transformers from City Utilities shall pay a monthly fee. It shall be understood that all additional capacity, if any, and any replacements will be provided by the customer and that City Utilities will not increase the capacity of transformers or related equipment to be used in conjunction with customer-owned facilities. The customer shall be solely responsible for the use of City Utilities' equipment and any damage to said equipment, resulting from the customer's negligence or misuse shall be at his sole cost and expense.

**Rate Reduction Provision**

Effective Cycle 1, August 2036, the demand charge for generation shall be reduced by $3.50 per kW for all kW of billing demand.

Council Bill No. _____
General Ordinance No. _____

ELECTRIC RATES
Sheet No. 11
(Page 1 of 3)

**CITY UTILITIES OF SPRINGFIELD, MISSOURI**
**INTERRUPTIBLE POWER SERVICE RATE**

**Availability**

Service under this rate shall be available within the corporate limits of the City of Springfield, Missouri, and the adjacent territory served by City Utilities for commercial and industrial customers with monthly demands of 1,500 kilowatts or greater. Service under this rate schedule is interruptible and customers must agree to interrupt electric service as provided under special contract with City Utilities. Availability is subject to the General Terms and Conditions Governing Electric Service and the Utility Service Rules and Regulations.

**Monthly Charges**

| | Until 04/2028 | Thereafter |
|---|---|---|
| **Customer Charge** | | |
| Per month | $495.00 | $495.00 |
| **Energy Charge** | | |
| For all kWh | $0.0602 per kWh | $0.0608 per kWh |
| **Demand Charge** | | |
| Generation<br>For all kW of billing demand | $6.71 per kW | $6.94 per kW |
| Transmission<br>For all kW of billing demand | $3.05 per kW | $3.20 per kW |
| Distribution (not applicable to transmission service)<br>For all kW of billing demand | | |
| Primary Service | $2.45 per kW | $2.54 per kW |
| Secondary Service | $3.25 per kW | $3.40 per kW |

**Fuel Adjustment**

This Electric Rate is subject to the Fuel Adjustment Clause contained in Electric Rates Sheet No. 10

APPROVED BY CITY COUNCIL _____
EFFECTIVE Cycle 1, October 2027

APPROVED BY BOARD OF PUBLIC UTILITIES
OF SPRINGFIELD, MO _____

Supersedes rate schedule effective Cycle 1, April 2027.

**Transmission Cost Adjustment**

This Electric Rate is subject to the Transmission Cost Adjustment Clause contained in Electric Rates Sheet No. 23.

**Demand Charge for Distribution**

The Primary Service Demand Charge for Distribution will apply if the energy is metered at primary voltage (13,200 volts) and the customer provides and maintains all transformation facilities, including an approved transformer bank, circuit interrupters, and other protective devices which will clear faults on the customer's side of the point of delivery.

No Demand Charge for Distribution will apply if the energy is metered at transmission voltage (69,000 or 161,000 volts) and the customer provides and maintains all transformation facilities, including an approved transformer bank, circuit interrupters, and other protective devices which will clear faults on the customer's side of the point of delivery.

**Metering at Different Voltages**

City Utilities may, at its option, install metering equipment on the primary side of the transformer for a secondary voltage customer. In this case, the customer shall be allowed a one (1) percent discount for all the above charges and the Secondary Service Demand Charge for Distribution will apply.

**Billing Demand**

The billing demand for each month shall be the greatest of the following amounts in kilowatts:

1) Highest average actual demand during any period of 30 consecutive minutes in that month; or

2) Ninety (90) percent of the highest actual demand occurring in the most recent billing months of July, August, or September.

**Unauthorized Use Charge**

During any period that City Utilities interrupts electric service, any customer using electricity shall be subject to an unauthorized use charge in the amount of $25.00 per kW for each kW of demand. Such charge shall be in addition to any charges otherwise payable to City Utilities of electric service under this rate schedule. The payment of this unauthorized use charge shall not be considered as a substitute for any other remedy available to City Utilities, including, but not limited to, reduction of service.

**Power Factor Adjustment**

A Power Factor charge of $0.025 per kW of billing demand will be made for each whole percent by which the monthly power factor is less than 100%.

The power factor shall be the kW demand divided by the coincident kVA demand expressed as a percentage, for the peak 30-minute interval during the billing month.

**Outside City Charge**

All charges shall be five (5) percent more per service outside the corporate limits of the City of Springfield, Missouri.

**Transformer Rental**

In certain circumstances, approved by the General Manager, customers may use transformers owned by City Utilities in conjunction with transformers owned by the customer. Customers renting transformers from City Utilities shall pay a monthly fee. It shall be understood that all additional capacity, if any, and any replacements will be provided by the customer and that City Utilities will not increase the capacity of transformers or related equipment to be used in conjunction with customer-owned facilities. The customer shall be solely responsible for the use of City Utilities' equipment and any damage to said equipment, resulting from the customer's negligence or misuse shall be at his sole cost and expense.

**Rate Reduction Provision**

Effective Cycle 1, August 2036, the demand charge for generation shall be reduced by $3.50 per kW for all kW of billing demand.

# Exhibit B-1

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

Sponsored By: _____

First Reading: _____ Second Reading: _____

COUNCIL BILL_____ GENERAL ORDINANCE _____

AN ORDINANCE

AUTHORIZING establishing a Transmission Cost Adjustment Clause rate schedule and authorizing revisions to include the Transmission Cost Adjustment Clause in electric rates charged by City Utilities of Springfield, Missouri.

WHEREAS, the Board of Public Utilities of the City of Springfield, Missouri (the "Board") did, on the 20th day of August, 2026, by resolution approve a new rate schedule referred to therein as the "Transmission Cost Adjustment Clause" and certain amendments to electric rates referred to therein as the "Residential Electric Service Rate," "General Lighting Service Rate," "General Power Service Rate," "Large General Power Service Rate," "Large Power Service Rate," and "Interruptible Power Service Rate," and

WHEREAS, the City Charter of the City of Springfield, Missouri requires approval by the City Council of rates which have been fixed by the Board; and

WHEREAS, said resolution has been on file with the City Clerk of the City of Springfield, Missouri, for two weeks.

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

Section 1 - The rate sheets set out in the resolution passed by the Board on the 20th day of August, 2026 as "Transmission Cost Adjustment Clause," "Residential Electric Service Rate," "General Lighting Service Rate," "General Power Service Rate," "Large General Power Service Rate," "Large Power Service Rate," and "Interruptible Power Service Rate," a copy of the same being attached hereto and incorporated by reference as "Exhibit 1," and now on file for public inspection with the City Clerk of the City of Springfield, Missouri, should be and are hereby approved.

Section 2 – Said “Transmission Cost Adjustment Clause,” “Residential Electric Service Rate,” “General Lighting Service Rate,” “General Power Service Rate,” “Large General Power Service Rate,” “Large Power Service Rate,” and “Interruptible Power Service Rate,” are effective for bills prepared for the first regular billing cycle for October 2027, or on the day following approval by City Council, whichever is later.

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: _____, City Attorney

Approved for Council action: _____, City Manager

**EXPLANATION TO COUNCIL BILL 2026-___ (SPONSOR)**

**FILED:** MM/DD/2026

**ORIGINATING DEPARTMENT:** City Utilities

**TITLE:** A general ordinance establishing a Transmission Cost Adjustment Clause rate schedule and authorizing revisions to include the Transmission Cost Adjustment Clause in electric rates charged by City Utilities of Springfield, Missouri ("City Utilities").

**PURPOSE:** To establish a Transmission Cost Adjustment Clause rate schedule and revised electric rates charged by City Utilities to incorporate the new rate schedule.

**BACKGROUND INFORMATION:**

Summary of Change

The proposed ordinance establishes a Transmission Cost Adjustment Clause, an adjustable rate mechanism to true-up the recovery of specific transmission charges billed to City Utilities by the Southwest Power Pool (SPP). This rate mechanism would provide annual rate adjustments that would be reviewed and approved by the Board of Public Utilities to reflect changes in the applicable SPP transmission charges which are explicitly listed in the rate schedule. This would function similarly to City Utilities' existing Electric Fuel Adjustment and Purchased Gas Adjustment mechanisms and would better enable City Utilities to recover these SPP Transmission costs from customers as they are incurred as opposed to periodic base rate adjustments, helping ensure current customers pay only for current transmission costs. The proposed ordinance also revises the applicable electric rate schedules to include the Transmission Cost Adjustment Clause as a component of the applicable rate schedules. These changes would be implemented with the first bill cycle of October in City Utilities' fiscal year 2028.

The following rate schedule is proposed to be established:

- *Transmission Cost Adjustment Clause*

Changes are proposed for the following rate schedules to incorporate the Transmission Cost Adjustment Clause as a rate component:

- *Residential Electric Service Rate*
- *General Lighting Service Rate*
- *General Power Service Rate*
- *Large General Power Service Rate*
- *Large Power Service Rate*
- *Interruptible Power Service Rate*

Reason for Change

As an SPP transmission customer, City Utilities is required to pay all transmission charges billed by SPP under its Federal Energy Regulatory Commission (FERC)-approved tariff. Schedule 11 transmission charges are assessed to SPP transmission customers by SPP to recover the cost of regional transmission facilities approved and directed for construction through SPP's transmission planning process. In recent years, SPP has approved a number of transmission projects to address reliability needs in the SPP footprint, provide for more efficient and economical flow of energy across the SPP transmission system, and accommodate load growth within SPP. The timing of project completion and the final cost of individual transmission projects cannot be forecast with reasonable accuracy, making it very difficult for both SPP and City Utilities to estimate future Schedule 11 transmission costs.

In addition to the timing and cost uncertainty, the overall share of the Schedule 11 transmission costs allocated to City Utilities in the future is also subject to change in the coming years. Currently, Schedule 11 transmission charges are allocated and billed to SPP transmission customers based on Load-Ratio Share (LRS), which generally reflects a transmission customer's share of SPP's monthly coincident system peak demand. Currently, City Utilities' LRS is approximately 1.2%. Because Schedule 11 costs are allocated using LRS, City Utilities' share of those costs may increase or decrease over time depending on how the City Utilities' load grows relative to the rest of SPP. With significant load growth expected across the SPP region, City Utilities' future allocation percentage is subject to uncertainty. Additionally, SPP is evaluating potential changes to its cost allocation methodology, which adds another layer of uncertainty.

Unlike most operating expenses that can be forecast with reasonable confidence over several years, Schedule 11 transmission costs are driven primarily by regional transmission investments and cost-allocation methodologies established through SPP's planning and regulatory processes. City Utilities' influence on transmission project selection is inherently limited, given that CU is a single participant within a multimember governance structure in which all members share decision making authority. Because these costs cannot be forecast with reasonable accuracy beyond the next year or two, incorporating a true-up mechanism for what is already recovered in the base rate component allows for a more fairly timed correction of any over- or under-recovery of Schedule 11 transmission costs. Without this true-up mechanism, City Utilities must estimate costs over a three- to five-year planning horizon, which is significantly longer than Schedule 11 transmission costs can reasonably be projected under current conditions.

The proposed Transmission Cost Adjustment Clause would help ensure customers pay only the actual Schedule 11 transmission costs incurred by City Utilities by aligning customer rates with the actual transmission costs incurred. The Transmission Cost Adjustment Clause would provide for an annual adjustment that reconciles prior-period over- or under-recovery of Schedule 11 transmission costs while establishing rates based on projected charges for the next twelve months. This would return any over-recovered dollars to customers in a timely manner and would help ensure that current customers pay for current SPP transmission costs. Each annual adjustment would be

reviewed and approved by the Board of Public Utilities, providing continued oversight while functioning similarly to the existing Electric Fuel Adjustment and Purchased Gas Adjustment mechanisms.

**REMARKS:**

Bill impacts for residential customers will vary based on usage. The current estimate of the average monthly bill impact for the first two annual adjustments shown below was calculated using an average monthly usage of 900 kWh per month. Due to the uncertainty of these costs as discussed above, this is an approximate estimate:

| Effective | Estimated Incremental Average Monthly Residential Bill Impact |
|---|---|
| October 2027 | ~$1.50 |
| October 2028 | ~$2.50 |

Nonresidential bill impacts will vary based upon usage, demand, and rate class. These impacts will vary greatly due to the diversity of size and load characteristics of nonresidential customers.

Customers outside the city limits of Springfield pay 5% more for all electric charges.

If this ordinance is passed, the *Transmission Cost Adjustment Clause* would be effective for the first regular billing cycle of October 2027. The *Residential Electric Service Rate*, *General Lighting Service Rate*, *General Power Service Rate*, *Large General Power Service Rate*, *Large Power Service Rate*, and *Interruptible Power Service Rate*, which are only revised to include the *Transmission Cost Adjustment Clause* as an applicable rate component, will become effective for the first regular billing cycle of October 2027.

**Submitted by:** Dwayne Fulk, President – Chief Executive Officer

**Authorized for inclusion on the agenda pursuant to City Code section 2-33:**
David Cameron, City Manager MM/DD/2026

**Attachments:**
1. [Ordinance]
2. [CU Res / Electric Rates]

## EXPLANATION TO COUNCIL BILL 2026-205 (LEE)

**FILED:** 08/19/2026

**ORIGINATING DEPARTMENT:** Police

**TITLE:** A special ordinance authorizing the City Manager, or designee, to accept the Edward Byrne Memorial Justice Assistance Grant in the amount of $204,045 from the United States Department of Justice and to enter into an interlocal agreement with Greene County, outlining the division of the grant funds; and amending the budget for the Springfield Police Department for Fiscal Year 2026-2027 in the amount of $204,045.

**PURPOSE:** To authorize the City Manager, or designee, to accept the Edward Byrne Memorial Justice Assistance Grant from the United States Department of Justice and to enter into an interlocal agreement with Greene County, outlining the division of the grant funds; amending the budget for the Springfield Police Department for Fiscal Year 2026-2027 in the amount of $204,045.00.

**BACKGROUND INFORMATION:** The JAG formula for allocation of state and local government funds is determined based on population and crime data reported to the Federal Bureau of Investigation. Based on this formula, the City of Springfield is eligible for grant monies. JAG does not require matching funds. However, as noted in the attachment, a disparate allocation exists between the City and Greene County, with the County bearing more than 50 percent of the costs of prosecution and incarceration that arise from the Part I Crimes. Jurisdictions identified as disparate must submit a joint application in order to be awarded any funds. The amount of funds to be distributed to each entity and the purpose for which the funds will be used must be included in the application. An Interlocal Agreement must be completed between the parties identifying the amount each has agreed to accept.

The joint application award amount is $204,045. The City and Greene County have agreed to divide the funds with approximately 60% going to the City and 40% going to the County. The City will receive $122,427.00 and the County will receive $81,618.00. The City will establish an account for the joint application award amount and reimburse the County for their share. The City of Springfield Police Department will use their share of the funds to purchase protective equipment for the Mobile Field Force, Clearview AI Software, and replacement batteries for Skydio drones that are already in use by SPD. Greene County will use their share of the funds to purchase a patrol truck, light bars, and transport cages for patrol vehicles.

**Submitted By:** Tad Peters, Police Major

**Authorized for inclusion on the agenda pursuant to City Code section 2-33:**

Collin Quigley, Deputy City Manager 08/27/2026

**Attachments:**
1. Police JAG grant ordinance
2. 2026 Police JAG Grant Ex A-Interlocal Agreement
3. Budget Adjustment 0059 POL FY25-26 FY26 JAG Grant Split City and Greene County

One-rdg. _____
P. Hrngs. _____
Pgs. _____
Filed: 09-01-26

Sponsored by: Lee

First Reading: _____ Second Reading: _____

COUNCIL BILL 2026-205 SPECIAL ORDINANCE _____

AN ORDINANCE

AUTHORIZING the City Manager, or designee, to accept the Edward Byrne Memorial Justice Assistance Grant in the amount of $204,045 from the United States Department of Justice and to enter into an interlocal agreement with Greene County, outlining the division of the grant funds; and amending the budget for the Springfield Police Department for Fiscal Year 2026-2027 in the amount of $204,045.

_____

WHEREAS, the City of Springfield, Missouri ("City") and Greene County, Missouri ("County") have previously partnered to apply for and accept the United States Department of Justice, Edward Byrne Memorial Justice Assistance Grant ("JAG"); and

WHEREAS, the joint application award amount is $204,045, with the City receiving $122,427 (60%) and the County receiving $81,618 (40%); and

WHEREAS, the JAG terms require law enforcement agencies to enter into an interlocal agreement regarding division of the funds awarded under the grant.

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 accept the Edward Byrne Memorial Justice Assistance Grant from the United States Department of Justice and to enter into an interlocal agreement with Greene County for the purpose of carrying out the terms of the grant, a copy of which is attached hereto and incorporated herein by reference as "Exhibit A."

Section 2 – The budget of the Springfield Police Department for Fiscal year 2026-2027 is hereby amended in the accounts and in the amounts as shown on Budget Adjustment No. 059, a copy of which is attached hereto and incorporated herein by reference as "Exhibit B."

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 – 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

Exhibit A

INTERLOCAL AGREEMENT
BETWEEN CITY OF SPRINGFIELD, MISSOURI AND GREENE COUNTY, MISSOURI
2026 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD

This Agreement is made and entered into this _____ day of _____20__, by and between the County of Greene, acting by and through its governing body, the Greene County Commission, hereinafter referred to as County, and the City of Springfield, acting by and through its governing body the City Council, hereinafter referred to as City, both of Greene County, State of Missouri, witnesseth:

WHEREAS, this Agreement is made under the authority of City Council, Ordinance , passed _____,20__; and

WHEREAS, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party; and

WHEREAS, each governing body finds that the performance of this Agreement is in the best interests of both parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this agreement; and

WHEREAS, the City agrees to provide the County $81,618 from the JAG award for the Law Enforcement Equipment Program; and

WHEREAS, the City and County believe it to be in their best interests to reallocate the JAG funds.

NOW THEREFORE, the County and City agree as follows:

Section 1. City agrees to pay the County a total of $81,618 of the total JAG funds of $204,045. The City's share is $122,427.

Section 2. County agrees to use $81,618 for the Law Enforcement Program before the deadline set by JAG.

Section 3. The City hereby agrees to assume responsibility for the liabilities imposed by law on its employees, agencies, and institutions. The County hereby agrees to assume responsibility for the liabilities imposed by law on its employees, agencies, and institutions.

Section 4. Each party to this agreement will be responsible for its own actions in providing services under this agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party.

Section 5. The parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.

Section 6. By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

Section 7. The County hereby agrees to comply with all requirements of the award, including the Special Conditions and Civil Rights requirements. They will complete a letter stating this and provide to the City.

Section 8. The County agrees to provide a letter stating they have complied with all financial conditions after they have been reimbursed for purchases.

CITY OF SPRINGFIELD, MISSOURI

By: _____
City Manager or Designee

Attest:

_____
City Clerk

Approved as to Form:

_____
City Attorney or Designee

CERTIFICATE OF DIRECTOR OF FINANCE

I certify that the expenditure contemplated by this document is within the purpose of the appropriation to which it is to be charged and that there is an unencumbered balance of appropriated and available funds to pay therefore.

_____
Director of Finance or Acting Director

GREENE COUNTY, MISSOURI

By: _____
Presiding Commissioner

By: _____
Commissioner 1st District

By: _____
Commissioner 2nd District

Attest:

By: _____
Greene County Clerk

Approved as to form:

By: _____
Greene County Counselor

CERTIFICATE OF AUDITOR

I certify that the expenditure contemplated by this document is within the purpose of the appropriation to which it is to be charged and that there is an unencumbered balance of appropriated and available funds to pay therefore.

_____
Auditor Certification

CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Exhibit B

Budget Adjustment
059

Revenues:

| Fund | Dept | Org | Account | P&G | Location | Amount | Description |
|---|---|---|---|---|---|---|---|
| 25220 | 18 | 92510 | 416010 | 103655 | | 204,045.00 | FY2026 Dept. of Justice, Edward Byrne Memorial Justice Assistance Grant (JAG) |
| Net Revenue Adjustment | | | | | | 204,045.00 | |

Expenditures:

| Fund | Dept | Org | Account | P&G | Location | Amount | Description |
|---|---|---|---|---|---|---|---|
| 25220 | 18 | 92510 | 501190 | 103655 | | 122,427.00 | Tools and Equipment |
| 25220 | 18 | 92510 | 504620 | 103655 | | 81,618.00 | Specialty Services |
| Net Expenditure Adjustment | | | | | | 204,045.00 | |

Fund Balance Appropriation:

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

Explanation: To appropriate grant funds, which require no matching funds. Grant funds to be split between the City of Springfield and Greene County. City portion: $122,427. County portion: $81,618. The City share of the funds will be used to purchase Mobile Field Force equipment, Cellebrite software, Clearview AI, Drone batteries. Greene County will use their share of the funds to purchase patrol truck, light bars and transport cages

Requested By:

AMANDA LIVINGSTON 5/27/26
Department Head Date

Approved By:

08/19/26
Director of Finance Date

City Manager Date

Authorization:

Council Bill No. 2026-205
Ordinance No.
1st Reading
2nd Reading
Journal Imp No.

CITY OF Springfield

## EXPLANATION TO COUNCIL BILL 2026-206 (HARDINGER)

**FILED:** 08/19/2026

**ORIGINATING DEPARTMENT:** Health

**TITLE:** A special ordinance authorizing the City Manager, or designee, to accept a Musgrave Foundation Grant from the Community Foundation of the Ozarks through the Redfern Grantmaking Program in the amount of $7,500 for the benefit and use of the Mayor's Commission for Children under the Springfield-Greene County Health Department to implement the Family Connects Program and to enter into necessary agreements to carry out the grant; and amending the Fiscal Year 2026-2027 budget in the amount of $7,500 to appropriate the grant funds.

**PURPOSE:** Authorizing the City Manager, or designee, to accept a Musgrave Foundation Grant from Community Foundation of the Ozarks through the Redfern Grantmaking Program in the amount of $7,500 for the benefit and use of the Mayor's Commission for Children under the Springfield-Greene County Health Department and to enter into necessary agreements to carry out the grant; and amending the Fiscal Year 2026-2027 budget in the amount of $7,500 to appropriate the funds

**BACKGROUND INFORMATION:** The Springfield-Greene County Health Department ("SGCHD") has the opportunity to accept $7,500 in grant funding from the Musgrave Foundation, through the Community Foundation of the Ozarks ("CFO") for the benefit and use of the Mayor's Commission for Children. Previous Musgrave Foundation grant funding for the Mayor's Commission for Children was accepted in 2024 (Ordinance No. 28089; Bill No. 2024-260) in the amount of $10,000. The $7,500 in grant funds will be used to purchase and distribute books for preschool children at the Mayor's Christmas Tree Lighting, provide information regarding community programs for families, and purchase supplies needed for community support for Commission initiatives.
This budget adjustment accepts the increase in funds and budgets the amount of $7,500 in expenditures in the SGCHD Fiscal Year 2026-2027.

**REMARKS**: The Springfield-Greene County Health Department recommends approval of this Council bill and budget adjustment appropriating the grant funds.

**Submitted By:** Anna Kremer, Health Policy Analyst

**Authorized for inclusion on the agenda pursuant to City Code section 2-33:**
Collin Quigley, Deputy City Manager 08/26/2026

**Attachments:** 1. Musgrave Foundation Grant 2026_Ord

2. BA0013 HEA FY26-27 Musgrave Foundation Mayors Comm for Children Books for Mayors Christmas Tree Lighting

One-rdg. _____
P. Hrngs. _____
Pgs. _____
Filed: 09-01-26

Sponsored by: Hardinger

First Reading: _____ Second Reading: _____

COUNCIL BILL 2026-206 SPECIAL ORDINANCE _____

AN ORDINANCE

AUTHORIZING the City Manager, or designee, to accept a Musgrave Foundation Grant from the Community Foundation of the Ozarks through the Redfern Grantmaking Program in the amount of $7,500 for the benefit and use of the Mayor's Commission for Children under the Springfield-Greene County Health Department to implement the Family Connects Program and to enter into necessary agreements to carry out the grant; and amending the Fiscal Year 2026-2027 budget in the amount of $7,500 to appropriate the grant funds.

_____

WHEREAS, the Springfield-Greene County Health Department ("SGCHD") has the opportunity to accept $7,500 in grant funding from the Musgrave Foundation, through the Redfern Grantmaking Program with Community Foundation of the Ozarks ("CFO") for the benefit and use of the Mayor's Commission for Children; and

WHEREAS, the $7,500 in grant funding will be used to purchase and distribute books for preschool children at the Mayor's Christmas Tree Lighting, provide information regarding community programs for families, and purchase supplies needed for community support for Commission initiatives; and

WHEREAS, City Council previously accepted Musgrave Foundation grant funding for the Mayor's Commission for Children in 2024 (Ordinance 28089; Bill 2024-260) in the amount of $10,000.

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 accept Musgrave Foundation grant funds in the amount of $7,500 from the Community Foundation of the Ozarks and to execute contracts necessary to carry out the intent of this grant on forms approved by the City Attorney.

Section 2 – The Fiscal Year 2026-2027 budget of the Springfield-Greene County Health Department is hereby amended in the accounts and in the amounts as shown on Budget Adjustment No. 0013, a copy of which is attached hereto and incorporated herein by reference as “Exhibit A.”

Section 3 – City Council 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. In the event additional funding is provided under this grant by the grantor, the Director of Finance is hereby authorized to adjust this appropriation by an amount not to exceed 20 percent.

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: Mary B. Bozarth, Assistant City Attorney

Approved for Council action: _____, City Manager

CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Exhibit A

Budget Adjustment
0013

Revenues:

| Fund | Dept | Org | Account | P&G | Location | Amount | Description |
|---|---|---|---|---|---|---|---|
| 27310 | 11 | 50010 | 416030 | | | $ 7,500 | Musgrave Foundation Grant through CFO for Mayor's Commission for Children; local grant |
| Net Revenue Adjustment | | | | | | $ 7,500 | |

Expenditures:

| Fund | Dept | Org | Account | P&G | Location | Amount | Description |
|---|---|---|---|---|---|---|---|
| 27310 | 11 | 50010 | 501260 | | | $ 7,500 | To purchase children's books to givaway at the Mayor's Christmas Tree Lighting |
| Net Expenditure Adjustment | | | | | | $ 7,500 | |

Fund Balance Appropriation:

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

Explanation: To amend the FY27 budget by appropriating grant funds awarded by the Musgrave Foundation for the Mayor's Commission for Children.

Requested By:

08/19/2026
Department Head Date

Approved By:

08/19/2026
Director of Finance Date

City Manager Date

Authorization:

Council Bill No. 2026-206
Ordinance No.
1st Reading
2nd Reading
Journal Imp No.

CITY OF Springfield

## EXPLANATION TO COUNCIL BILL 2026-207 (HORTON)

**FILED:** 08/19/2026

**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 Kay Pointe Place, generally located at 901 South West Bypass, 849 South Suburban Avenue, and 3652 West Kay Pointe Boulevard, 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: Carleton Resources, LLC; 901 South West Bypass, 849 South Suburban Avenue, & 3652 West Kay Pointe Boulevard; Preliminary Plat of Kay Pointe Place.)

**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 Kay Pointe Place, generally located at 901 South West Bypass, 849 South Suburban Avenue, and 3652 West Kay Pointe Boulevard, 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 Kay Pointe Place dated July 28th, 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 August 13th, 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.

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 08/26/2026

**Attachments:**

1. Preliminary Plat of Kay Pointe Place - 901 South West Bypass
2. PPlat of Kay Pointe Place_exhA
3. PPlat of Kay Pointe Place_exhB

One-rdg. _____
P. Hrngs. _____
Pgs. _____
Filed: 09-01-26

Sponsored by: Horton

First Reading: _____ Second Reading: _____

COUNCIL BILL 2026-207 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 Kay Pointe Place, generally located at 901 South West Bypass, 849 South Suburban Avenue, and 3652 West Kay Pointe Boulevard, 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 Kay Pointe Place, dated July 28, 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 Kay Pointe Place on August 13, 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 Kay Pointe Place, which is generally located at 901 South West Bypass, 849 South Suburban Avenue, and 3652 West Kay Pointe Boulevard, as approved by the Planning and Zoning Commission. The original Preliminary Plat of Kay Pointe Place 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 – August 13, 2026**

Preliminary Plat of Kay Pointe Place
901 South West Bypass, 849 South Suburban Avenue, & 3652 West Kay Pointe Boulevard
**Applicant:** Carleton Resources, LLC

Bob Hosmer stated that this is a request to approve a preliminary plat for a 37-lot subdivision.

Commissioner Pauly inquired about Parks & Greenways' concerns regarding linear park trail easements. Mr. Hosmer noted discussions but deferred details to the applicant.

Commissioner Morris asked if the development would be connected to the existing Kay Pointe subdivision's pool/HOA. Mr. Hosmer stated that he believes it would be a separate development.

Joe Codichini, Public Works clarified that a fee-in-lieu for detention might be permissible with a public improvement plan and downstream analysis, offering the developer the choice of providing additional detention along with the 2 existing basins.

Commissioner Doennig opened the public hearing.

Mr. Chris Wynn, 5051 S. National Avenue Stated this is a re-approval of a preliminary plat that expired after 2 years, with largely the same layout and confirmed developer's intent to provide trail easements, with exact alignment to be finalized during the final plat process, coordinating with future commercial development. Connectivity to Kay Pointe and Rutledge Wilson's farm is planned. He also confirmed this would be a separate subdivision from the original Kay Pointe.

Commissioner Morris asked about restricting rentals. Mr. Wynn stated that he is not aware of restrictions on rentals, but the developer would clarify at City Council.

Mr. Richard McLain, 3667 W. Madison Street, cited a history of unpermitted work on the property, i.e., movement of dirt, excavation, and trees being taken down and expressed concern that the plat obstructs the city's proposed extension of Grand Street, which would alleviate significant traffic issues on other local roads. He supports Ozark Greenway Trails input and urges the developer to make trail access. He asked for MoDOT to address traffic concerns (e.g., traffic lights) at West Bypass and Farm Road 146 due to frequent accidents and congestion and he also raised concerns about the large stormwater detention basin and the capacity of the existing sewer main, which occasionally overflows.

Ms. Sherry Ginthum, 3656 W. Kay Pointe Boulevard, is concerned about the impact on her adjacent property, specifically the clearing of mature trees, and asked about plans for clearing, vegetative buffers, or any screening requirements between the new development and existing homes. She also inquired about utilities, retaining walls, drainage, and elevation changes.

Commissioner Doennig closed the public hearing.

Commissioners asked about narrow scope of administrative action, where approval is required if the plat meets city regulations. Bob Hosmer stated that if the plat meets city regulations, then approval is required.

**COMMISSION ACTION:**
Planning and Zoning Commissioner Morris moved to approve Preliminary Plat of Kay Pointe Place. Commissioner Souliere seconded the motion. The item **Passed** with the following votes: Ayes: Commissioner Doennig, Commissioner Scott, Commissioner Gunther, Commissioner Pauly, Commissioner McClure, Commissioner Souliere, Commissioner Hunton and Commissioner Morris. Nays: None. Absent: Commissioner Jacquez. Abstain: None.

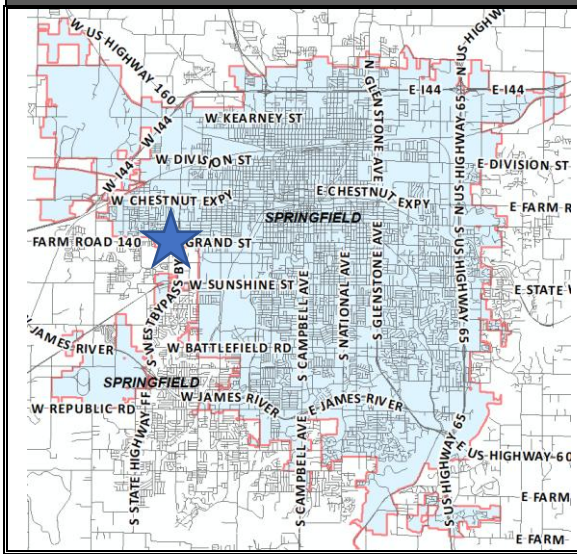
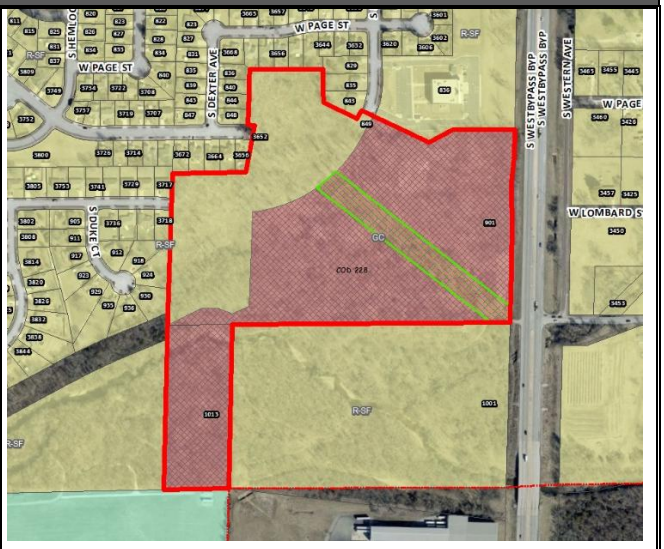
Bob Hosmer, AICP
Planning Manager

# DEVELOPMENT REVIEW STAFF REPORT

| PROJECT INFORMATION | |
|---|---|
| **Case Number:** | Preliminary Plat of Kay Pointe Place |
| **Location:** | 901 South West Bypass, 849 South Suburban Avenue, & 3652 West Kay Pointe Boulevard |
| **Total Acres:** | 30.1 acres |
| **Applicant:** | Carleton Resources, LLC |
| **Existing Land Use:** | Undeveloped |
| **Neighborhood Meeting:** | N/A |
| **Planning and Zoning Commission:** | August 13, 2026 |
| **City Council:** | September 8, 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 Kay Pointe Place 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). |

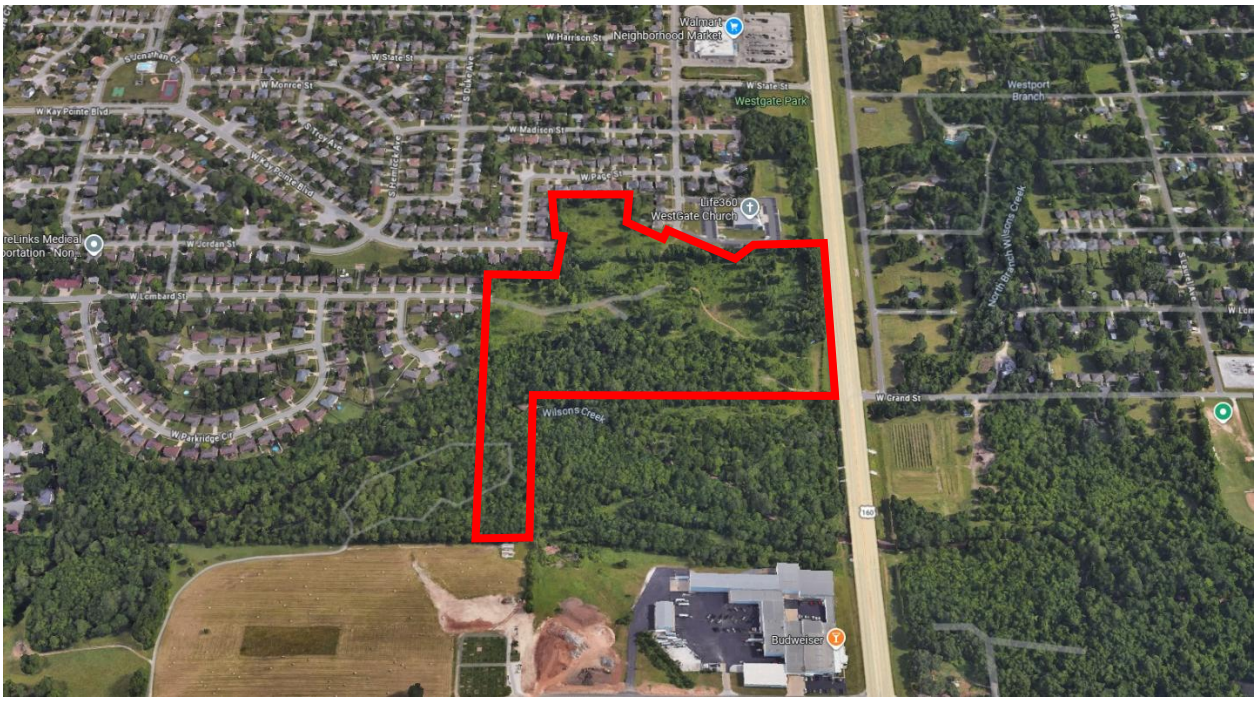
## PROJECT SUMMARY:

Request to subdivide approximately 30.1 acres of property generally located at 901 South West Bypass, 849 South Suburban Avenue, & 3652 West Kay Pointe Boulevard into thirty-seven (37) 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
West Bypass & Grand St

View from Suburban Ave

View from Lombard St

# DEVELOPMENT REVIEW STAFF REPORT

View from Kay Pointe Blvd

## PROPERTY HISTORY:

The majority of the subject property was annexed into the city in 1968 and the remaining 260 feet to the west was annexed in 1988. The whole parcel was zoned Single-Family Residential in the 1995 citywide remapping. In 2007, a portion of the property was rezoned to Highway Commercial with Conditional Overlay District #2. In 2023, the area zoned Highway Commercial and a portion of the Single-Family Residential were rezoned to General Retail with Conditional Overlay District #228. The 2026 citywide remapping retained the Single-Family Residential zoning and translated General Retail to General Commercial, while retaining Conditional Overlay District #228 over the commercial zoning.

Conditional Use Permit 479 was approved for a portion of this property in 2025, but has since expired.

Preliminary plats of the same name that covered the same area were approved in 2020 and 2023, but have since expired.

# 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.

# DEVELOPMENT REVIEW STAFF REPORT

## LAND DEVELOPMENT CODE REQUIREMENTS:

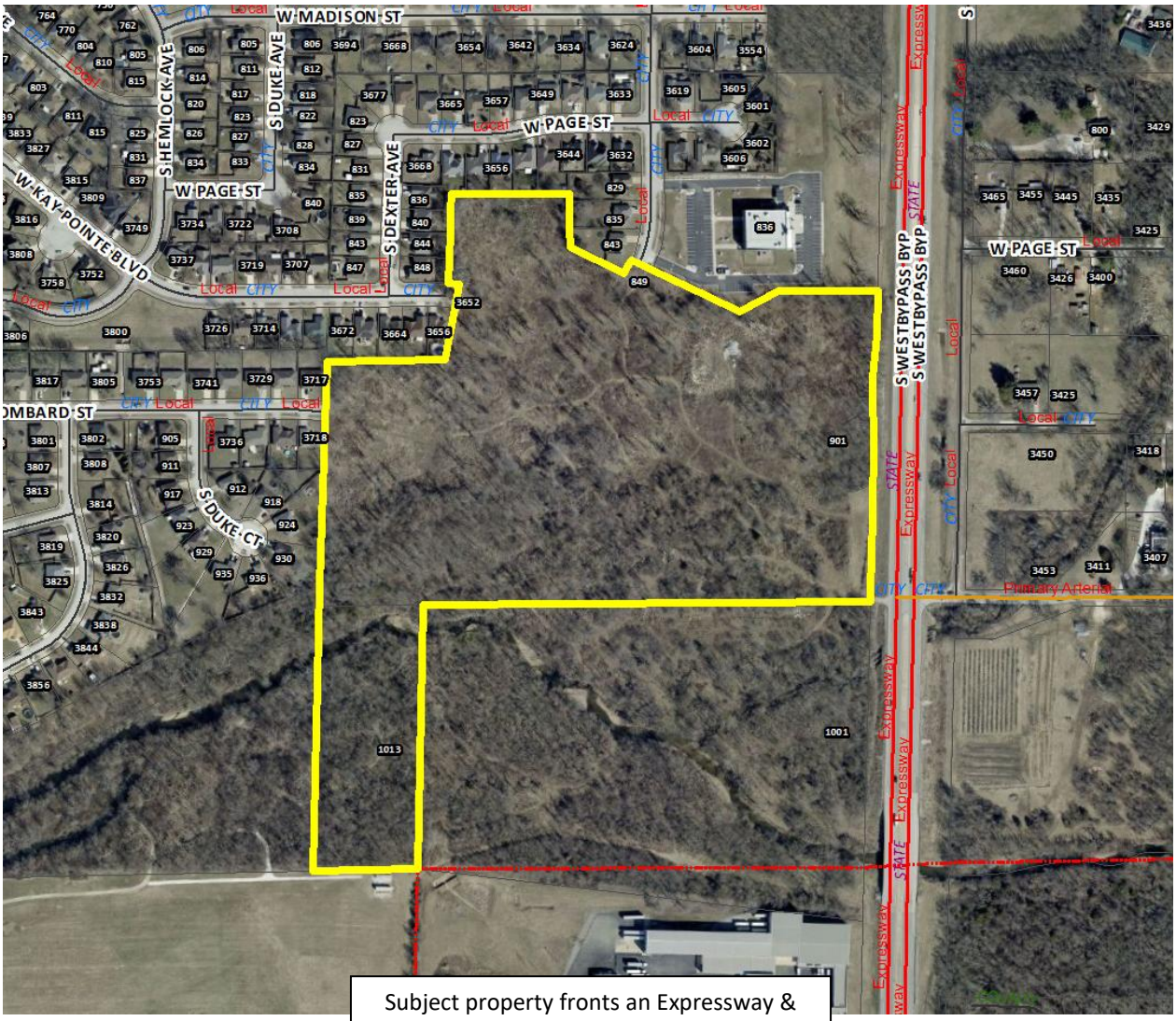
| CODE ITEM | REQUIREMENTS FOR SINGLE-FAMILY RESIDENTIAL |
|---|---|
| Number of Principal Dwelling Units per Lot | **- Detached House- Standard Lot:** 1<br>**- Detached House- Small-Format:** 1<br>**- Civic/Institutional Buildings:** N/A |
| Lot Standards | **Detached House- Standard Lot**<br>Minimum Lot Area: 6,000 square feet<br>Minimum Lot Width: 50 feet<br><br>**Detached House- Small-Format**<br>Minimum Lot Area: 2,000 square feet<br>Minimum Lot Width: 25 feet<br><br>**Civic/Institutional Buildings**<br>Minimum Lot Area: 20,000 square feet<br>Minimum Lot Width: N/A |
| Minimum Open Space | **- Detached House- Standard Lot:** 30%<br>**- Detached House- Small-Format:** 30%<br>**- Civic/Institutional Buildings:** 40% |
| Maximum Structure Height | **- Detached House- Standard Lot:** 35 feet or 2.5 stories<br>**- Detached House- Small-Format:** 25 feet or 2 stories<br>**- Civic/Institutional Buildings:** 40 feet or 3 stories |
| Minimum Setbacks | **Detached House- Standard Lot**<br>*Front Yard: 25 feet<br>Side Yard: 5 feet<br>Rear Yard: 10 feet<br><br>**Detached House- Small-Format**<br>*Front Yard: 25 feet<br>Side Yard: 5 feet<br>Rear Yard: 10 feet<br><br>**Civic/Institutional Buildings**<br>*Front Yard: 25 feet<br>Side Yard: 25 feet<br>Rear Yard: N/A<br><br>**Front setbacks may be modified on a block-by-block basis, subject to the frontage design standards in Section 36-5.04.B.* |
| Street Classification | S West Bypass – Expressway<br>S Suburban Avenue – Local<br>W Kaye Pointe Boulevard – Local<br>W Lombard Street – Local<br>S Kay Court – Local<br>S Dexter Court – Local |

| | |
|---|---|
| Sidewalks | Sidewalk is required along the frontage of all local streets that are in, and adjacent to, the subdivision. Sidewalk is currently located along all local streets that currently exist. |

| CODE ITEM | REQUIREMENTS FOR GENERAL COMMERCIAL |
|---|---|
| Lot Area Standards | Minimum: N/A<br>Maximum: N/A |
| Lot Width Standards | Minimum: 50 feet<br>Maximum: N/A |
| Minimum Open Space | 20% |
| Maximum Structure Height | N/A |
| Minimum Setbacks | Front: 25 feet<br>Side (Interior): N/A<br>Side (Street): 25 feet<br>Rear: N/A |
| Street Classification | S West Bypass – Expressway<br>S Suburban Avenue – Local<br>W Kaye Pointe Boulevard – Local<br>W Lombard Street – Local<br>S Kay Court – Local<br>S Dexter Court – Local |
| Sidewalks | Sidewalk is required along the frontage of all local streets that are in, and adjacent to, the subdivision. Sidewalk is currently located along all local streets that currently exist. |

# DEVELOPMENT REVIEW STAFF REPORT

## MAJOR THOROUGHFARE MAP:




Subject property fronts an Expressway & three Local roadways

# DEVELOPMENT REVIEW STAFF REPORT

## STAFF ANALYSIS AND RECOMMENDATION:

1. The applicant is proposing to subdivide approximately 30.1 acres into a thirty-seven (37) lot subdivision named “Kay Pointe Place”.

2. Conditional Overlay District #228 requires a public street system connection from the intersection of Kay Pointe Boulevard/Lombard Street/Suburban Avenue to the intersection of Grand Street at West Bypass. That connection is provided on this preliminary plat.

3. Sinkholes located on Lots 2, 3, & 37 have a platted, 25-foot setback to prevent construction in areas where the ground is not suitable.

4. All lots meet the minimum requirements of the City’s subdivision regulations, the R-SF, Single-Family Residential District, and the GC, General Commercial District.

5. 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.

6. 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.

7. 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.*** Comments that have been submitted are provided in ***Attachment 4.***

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 the R-SF, Single-Family Residential District, and the GC, General Commercial District.

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. Comments that have been submitted are provided in ***Attachment 4***.

# DEVELOPMENT REVIEW STAFF REPORT

## DEPARTMENT COMMENTS:

ATTACHMENT 1

1. AT&T:

   Approved.

2. CITY UTILITIES:

   CU can provide electric/gas/water services to the development. Main extensions will be required to provide services to all proposed lots, per CU's extension policy. For public streets, 10ft utility easements will be required along the ROW areas on both sides. The easements can be included with the final plat.

   CU can begin design on our extensions when we receive construction plans/CAD files.

3. DEPARTMENT OF PUBLIC WORKS TRANSPORTATION ENGINEERING SURVEY DIVISION:

   Approved

4. DEPARTMENT OF ENVIRONMENTAL SERVICES WASTEWATER MANAGEMENT DIVISION:

   Preliminary plat is approvable. Each lot will have access to public sewer once the public improvements, both on-site and off-site have been constructed and approved. Public improvement plans required for the off-site and on-site sewer as well as the other public improvements. Additional reviews will be done when those plans are submitted.

5. FIRE DEPARTMENT:

   Approved. Developments of one- or two- family dwellings where the number of dwelling units exceeds 30 shall be provided with two separate and approved fire department access roads. (2024 IFC Appendix D107.1) --- They shall be placed a distance apart not less than half of the length of the maximum overall diagonal dimension of the property to be served measured in a straight line between accesses. (2024 IFC Appendix D106.3)

6. PARKS & GREENWAYS:

   1) Informational Comment Regional Trail Connectivity
   These comments are provided for informational purposes to highlight a significant long-term connectivity opportunity associated with this development. Ozark Greenways is not requesting modification of Public Works requirements but encourages consideration of future regional trail connectivity during site design.

   2) Linear Park Trail Easement
   Ozark Greenways recommends consideration of a linear park trail easement extending to Lot 36 to

preserve a future connection between Kay Pointe Place and the regional trail network. A logical alignment could follow the proposed 15-foot sewer easement and/or continue between Lots 28, 29, 30, and 31. Preserving this corridor would help maintain long-term connectivity as adjacent properties develop.

3) Shared-Use Trail Connection
If feasible, Ozark Greenways encourages construction of a shared-use trail within the easement as part of this development. Constructing the connection during initial development would provide a valuable amenity for current and future residents while avoiding the challenges and costs associated with retrofitting a trail after buildout.

4) Community and Regional Benefit
This location represents a significant opportunity to close a gap between neighborhoods north of Wilson's Creek and Rutledge-Wilson Farm Park. A trail connection would provide residents with safe, direct access to parks, recreation, and the growing regional trail system.

5) Consistency with Adopted Plans
The OTO Regional Trail Plan identifies a north-south trail corridor in the vicinity of this development. Additionally, the recently awarded $24.8 million RAISE Grant connecting Rutledge-Wilson Farm Park, Nathanael Greene/Close Memorial Park, and downtown Springfield further emphasizes the importance of preserving logical trail connections as development occurs.

6) Consistency with the Adopted Land Development Code
The City's adopted Land Development Code recognizes the importance of preserving logical trail corridors and connectivity between properties. Ozark Greenways encourages consideration of a trail easement and, if feasible, construction of a shared-use trail to support the City's long-term transportation, recreation, and connectivity goals.

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 approved by the City or escrowed prior to the approval of the final plat and issuance of any building permits. Please contact Andrew Flippin (aflippin@springfieldmo.gov; 417-864-1946) for information on the City's escrow process.

9. MISSOURI DEPARTMENT OF TRANSPORTATION:

We will want to review plans when they are available. Also, for your awareness, we will need to discuss access onto West By-Pass. If Kay Pointe Blvd does connect to West Bypass, MoDOT will need to review a traffic study or turn lane memo to see if any improvements are necessary. Access at this location will likely be limited to a RIRO (Right-In/Right-Out) due to the crash history at this location. If the Kay Pointe Blvd connection is removed, then the existing temporary access across from Grand would need to be removed.

10. 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 |
|---|---|---|---|---|---|---|
| **901 S West Bypass** | Wilson's Creek | No | No | Yes | Yes | 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. 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. A fee in lieu of detention for developments close to the floodplain and floodway is permissible. Analysis is required for the floodway and floodplain elevation. A no rise certificate needs approved by both PW-Stormwater and BDS.

2. Public Improvement Plans are required for infrastructure for the future development. Any stormwater infrastructure serving more than one property needs to be submitted on public improvement plans.

3. Phasing Stormwater infrastructure is allowed but each phase must provide for the new impervious area through detention and/or water quality. The existing basins on the property serve Westwood Hills 1st and 2nd ADD Subdivisions. The existing basins will need a vacation for the easements completed, a fee in lieu of detention application completed prior to approval of the Preliminary Plat.

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 and Floodway is present on the property along the Wilson's Creek stream area. Existing buildings and structures are not within either Floodplain or Floodway. Future developments or changes to the floodplain would require a floodplain permit.

Natural Channels and Stream Buffers

1. The Preliminary Plat is showing the Stream Buffer Easement on the SW area. A stream buffer drainage easement is required for this project. Chapter 8, Sec 4.1.1, the stream buffer requirements apply to streams for all new applications for land disturbance permits, building permits requiring site plan review, floodplain permits, public improvements, preliminary plats, subdivision, and zoning cases.

    a. Category A Large Stream requires a 100 feet wide easement from the top of bank for both sides of stream.

Sinkholes and Karst Features

1. The Site contains two known sinkholes and will discharge to both of them. Per Ch. 11 Sec. 2.0 a sinkhole evaluation must be completed by a professional engineer or geologist.

    a. The Preliminary Plat shows the two known sinkholes on the Property. The sinkholes will require a Geo Tech Report at time of development. The Sinkhole south of Lots 11 and 10 is suspected to be an intermittent spring.

    b. Chapter 11 Sec 2.1 Item 4 has a list of verbiage to include on the Plat.

11. 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. West Bypass | Expressway | State | 65 | 90 | NA | No | No | No |
| Street 2 | S. Suburban Avenue | Local | City | 25 | 30 | NA | Yes | Yes | Yes |
| Street 3 | W. Kay Pointe Boulevard | Local | City | 25 | 25 | NA | Yes | Yes | Yes |
| Street 4 | W. Lombard Street | Local | City | 25 | 25 | NA | Yes | Yes | Yes |
| Street 5 | Future S. Suburban Avenue | Local | City | 25 | **0** | NA | No | Yes | **No** |
| Street 6 | Future W. Kay Pointe Boulevard | Local | City | 25 | **0** | NA | No | Yes | **No** |
| Street 7 | Future W. Lombard Street | Local | City | 25 | **0** | NA | No | Yes | **No** |

Access

All access to the development shall be per the approved traffic study, current MoDOT standards and/or current City of Springfield standards.

Trails, Bus Stops, And Additional Information

There is a Greenway Trail just south of the property. There are no bus stops near the property.

Improvements

A traffic study will be required prior to the approval of the final plat. All requirements of the traffic study are required to be submitted on Public Improvement Plans (PIP). The approved PIP shall be constructed, or funds escrowed prior to approval of the final plat.

## 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.

3. The developer shall meet all city and state erosion control regulations prior to disturbing the soil.

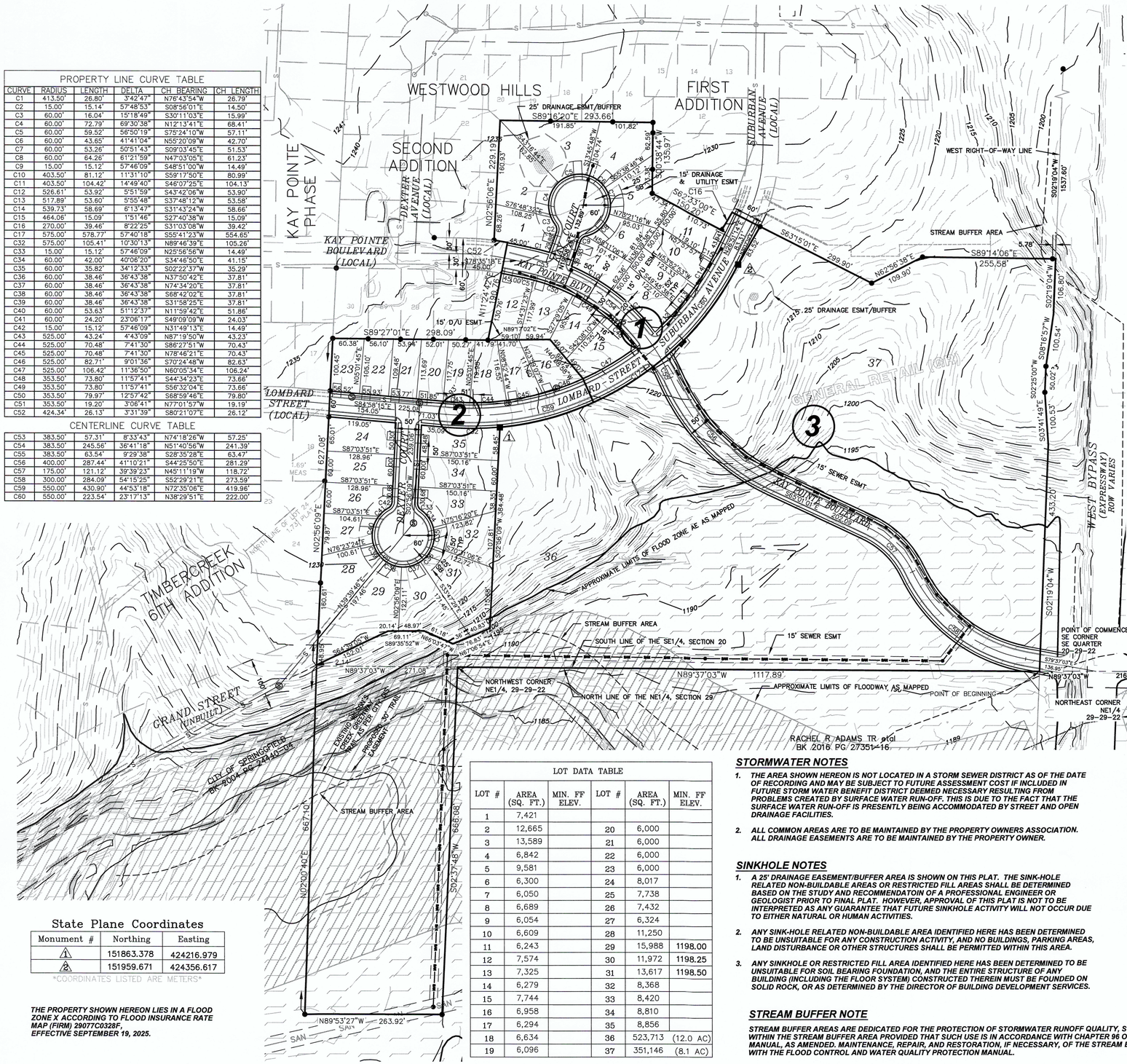
4. It is determined that the public interest requires assurance concerning adequate maintenance of common space areas and improvements. The restrictive covenants, rules and bylaws creating the common ownership must therefore provide that if the owners of the Property Owners Association shall fail to 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 OF
# KAY POINTE PLACE
## A SUBDIVISION IN GREENE COUNTY, MISSOURI


WESTWOOD HILLS SECOND ADDITION
FIRST ADDITION
KAY POINTE PHASE V
KAY POINTE BOULEVARD (LOCAL)
DEXTER AVENUE (LOCAL)
SUBURBAN AVENUE (LOCAL)
LOMBARD STREET (LOCAL)
KAY COURT
25' DRAINAGE ESMT/BUFFER
15' D/U ESMT
15' DRAINAGE & UTILITY ESMT
15' SEWER ESMT
STREAM BUFFER AREA
WEST RIGHT-OF-WAY LINE
WEST BYPASS (EXPRESSWAY) ROW VARIES
GENERAL RETAIL (GR)
TIMBERCREEK 6TH ADDITION
GRAND STREET (UNBUILT)
CITY OF SPRINGFIELD DK 7004, PG 247 & 40-DR
EXISTING WESTERN GREENWAY TRAIL AS PER CITY REC
PROPOSED 30' TRAIL EASEMENT
APPROXIMATE LIMITS OF FLOOD ZONE AE AS MAPPED
APPROXIMATE LIMITS OF FLOODWAY AS MAPPED
SOUTH LINE OF THE SE1/4, SECTION 20
NORTH LINE OF THE NE1/4, SECTION 29
NORTHWEST CORNER NE1/4, 29-29-22
POINT OF BEGINNING
POINT OF COMMENCEMENT SE CORNER SE QUARTER 20-29-22
NORTHEAST CORNER NE1/4 29-29-22
RACHEL R ADAMS TR etal BK 2016 PG 27351-16
N89°53'27"W 263.92'
N02°10'40"E 667.10'
S02°37'48"W 668.08'
N89°37'03"W 1117.89'
S89°37'03"E 136.99'
N89°37'03"W 216.22'
S89°16'20"E 293.66'
S89°14'06"E 255.58'
N62°56'38"E 109.90'
S02°19'04"W 1537.60'
S02°19'04"W 433.20'
S03°41'49"E 100.53'
S08°16'57"W 100.54'
S02°25'00"W 50.02'
S89°27'01"E 298.09'
S6°31'51"E 299.90'
N89°37'03"W 271.08'
S89°35'52"W 69.11'
N89°39'46"E 152.01'
N76°23'24"E 100.61'
N75°16'20"E 123.82'
N89°16'20"W 384.48'
N02°56'09"E 627.08'
N02°56'09"E 79.87'
N02°56'09"E 160.61'
N02°56'09"E 229.10'
N02°56'09"E 122.72'
N02°56'09"E 122.11'
N02°56'09"E 107.81'
S02°56'09"W 384.48'
S64°39'46"W 19.46'
S64°39'46"W 19.46'
S64°39'46"W 2.14'
S76°48'33"E 108.25'
S25°45'46"W 104.74'
S63°38'44"W 135.97'
S00°38'44"W 135.97'
S63°33'00"E 150.20'
S76°21'16"W 150.73'
S14°11'42"E 150.76'
S14°11'42"E 150.76'
S14°11'42"E 150.76

**From:** Rick McLain
**To:** Menke, Andrew
**Subject:** Re: West ByPass and Grand
**Date:** Thursday, August 13, 2026 9:49:42 AM

---

Excellent! Thank you for the staff report on this planned development. It confirms observations I have previously noted regarding this property and the surrounding area.

1. The property owner(s) has/ have submitted multiple applications for various forms of development over the years but has not advanced any of them to completion. I question whether the City should continue approving such proposals when prior approvals have not resulted in actual development.

2. Work has been performed on the property in the past without the required permits. This practice must stop, and all future activity should fully comply with permitting requirements.

3. As shown on the current plan, the proposed development appears to obstruct the westward extension of Grand Street. The City should pursue acquisition of the necessary easements to extend Grand Street, which may affect lots 28, 29, 30, and 31.

**Traffic considerations:**

A. Traffic volumes on Mount Vernon Street and Farm Road 146 become excessive during peak periods. Traffic has backed up northbound on West Bypass to westbound at Mt Vernon in the stacking lane multiple times, forcing northbound on West Bypass to become virtually one lane.

B. Extending Grand Street to West Bypass to Kay Pointe and Strasburg would provide meaningful relief for residents who currently rely on Suburban, Madison Page, and Lombard Streets, thus lowering the volume of traffic speeding through our residential area and making pedestrian traffic safer. We have many residents who walk their dogs and take their strolls on these streets.

C. Opening access to the Ozark Greenway Trails is a logical and necessary improvement. Currently, our only access is driving to the few stops near Rutledge Wilson. This access wouldn't require additional parking spaces since we could walk from our homes. Sidewalks along Grand would allow Strasburg residents to have the same walking access to the trails.

D. Residents of the Strasburg area, located west and south of Kay Pointe, would gain an additional access route that avoids the elementary schools, Mount Vernon Street, and the hazardous intersection of Farm Road 146 and West Bypass.

E. Traffic signals are needed at BOTH the Grand Street and Farm Road 146 intersections with West Bypass. They should be required as a condition of approval for this development. The developer most likely cannot be financially responsible for improvements to both intersections, but the City should coordinate with MODOT to make this a higher priority.

I have personally witnessed multiple fatal accidents at both of these locations and have assisted on occasion. Those experiences remain vivid and permanently emblazoned in my mind.

Thank you for your response. I would greatly desire to be present when this is open for a public hearing. Please let me know when these meetings might be, since stopping on the side of the highway to read the notice seems to be a hazardous way to be informed.

Thank you from a 33-year resident of Westgate subdivision and property owner near Stonehenge subdivision,

Rick McLain
417-830-2626 cell

On Thu, Aug 13, 2026, 8:43 AM Menke, Andrew <amenke@springfieldmo.gov> wrote:

> Good Morning Rick,
>
> Attached is a copy of the staff report for the Preliminary Plat of Kay Pointe Place. Please let me know if you have any questions.
>
> Best,
>
> Andrew Menke
> Senior Planner
> City of Springfield
> Department of Planning & Development
> Phone: (417) 864-1613
>
> ---
>
> **From:** Rick McLain <rmclainsgf@gmail.com>
> **Sent:** Wednesday, August 12, 2026 5:53 PM
> **To:** Zoning@springfieldmo.gov
> **Subject:** West ByPass and Grand
>
> We saw a posted notice for a public hearing at the above location. The traffic flow makes it tough to pull over and try to read the notice safely.
>
> I cannot find the notice posted on the City's website. Could you please forward a link or the information about this hearing?
>
> This location has had many hearings over the years. It has had one different plan after another. I would like to see what they want to do again. We live in the adjoining subdivision

- Westgate.

Thank you for your assistance.

Rick McLain

417-830-2626

Rick McLain
417-830-2626