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 22, 2025 | **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. September 8, 2025, City Council Meeting and September 16, 2025, 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. Except Item 6.1. Citizens May Speak on the Substitute Council Bill Only.

6.1. Substitute Council Bill 2025-190 (Schrag, Hosmer)

A general ordinance referring Sec. 70-36(c) of the City Code, requiring proof of payment of all personal property taxes as a prerequisite of obtaining an occupational license, to the Plans and Policies Committee; and authorizing the City Manager, or his designee, to temporarily grant variances from the requirements of Sec. 70-36(c) of the City Code.

6.2. Council Bill 2025-195 (McGull)

A special ordinance granting Conditional Use Permit No. 483 for the purpose of permitting a restaurant within a R-HD, High-Density Multi-Family Residential District,

and the Walnut Street Urban Conservation District No. 1, Area West, generally located at 1027 East Walnut Street. (By: McField LLC; 1027 East Walnut Street; Conditional Use Permit No. 483.)

6.3. Council Bill 2025-196 (Jenson)
A general ordinance amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning approximately 3.14 acres of property generally located at 5585 South Robberson Avenue from GR, General Retail District, to Planned Development No. 393; and adopting an updated Official Zoning Map. (By: Springfield Land & Development Co LLC; 5585 South Robberson Avenue; Planned Development No. 393.)

6.4. Council Bill 2025-197 (Horton)
A general ordinance amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning approximately 1.0 acre of property generally located at 2808 North Fort Avenue from R-SF, Single-family residential district to R-TH, Residential townhouse district, with Conditional Overlay District No. 274; establishing Conditional Overlay District No. 274; and adopting an updated Official Zoning Map. (By: Tip Top Homes, LLC; 2808 N. Fort Avenue; Z-14-2025 w/ Conditional Overlay District No. 274.)

6.5. Council Bill 2025-199 (Lee)
A special ordinance authorizing the City Manager, or designee, to enter into an Intergovernmental Cooperative Agreement with Ozarks Transportation Organization for the purpose of constructing an extension of the Ward Branch Greenway Trail; amending the Fiscal Year 2025-2026 budget of the Department of Public Works in the amount of $99,337 for the purpose of funding a 20% match for said project; and authorizing the City Manager to accept donations for the purpose of funding said match.

6.6. Council Bill 2025-200 (Lee)
A special ordinance authorizing the City of Springfield, Missouri, through the City Manager, or designee, to enter into Schedule of Equipment No. 2 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 immutable backup storage hardware and software for use by the City, and 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 2025-2026 in the amount of $1,143,000.

6.7. Council Bill 2025-201 (Hosmer)
A general ordinance amending the Springfield City Code, Chapter 2, "Administration," Article VI, "Finances," Division 4, "Police Officers' and Fire Fighters' Retirement System," Section 2-441 (Definitions) and Section 2-444 (Board of trustees established; membership; election of members).

6.8. Council Bill 2025-202 (Carroll)

A general ordinance amending the Springfield City Code, Section 2-91, known as the "Merit System Rules and Regulations," by amending Merit Rules 1, 2.4, 10.1, 12.4, 16.3, 17.1, 18.1, 20.2, 24.5, and 26.7.

6.9. Council Bill 2025-203 (Carroll)
A special ordinance authorizing the City Manager, or designee, to accept grant funding from the Missouri Department of Higher Education and Workforce Development's Office of Apprenticeship & Work-Based Learning in the amount of $50,000, to be utilized for the creation and support of pre-registered apprenticeship programs; enter into necessary agreements to carry out the purpose of the grant funds; and amend the Fiscal Year 2025-2026 budget of the Department of Economic Vitality and Workforce Development in the amount of $50,000.

6.10. Council Bill 2025-204 (Hosmer)
A special ordinance authorizing the City Manager, or designee, to accept grant funding from the Missouri Department of Higher Education and Workforce Development in the amount of $460,068, to be utilized for temporary employment opportunities focused on clean-up and recovery in Webster County; enter into necessary agreements to carry out the purpose of the grant funds; and amend the Fiscal Year 2025-2026 budget of the Department of Economic Vitality and Workforce Development in the amount of $460,068.

6.11. Council Bill 2025-208 (Hardinger)
A general ordinance approving City Utilities' Fiscal Year 2026 Operating Budget for its Fiscal Year ending September 30, 2026.

6.12. Council Bill 2025-209 (Carroll)
A general ordinance authorizing revisions to electric rates charged by City Utilities and related terms and conditions.

6.13. Council Bill 2025-205 (Adib-Yazdi)
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 Chimney Rock Subdivision - Revised, generally located at 3040 South Arcadia Avenue, upon the applicant filing and recording a final plat that substantially conforms to the preliminary plat; authorizing the City Clerk to sign the final plat upon compliance with all the terms of this Ordinance; and repealing Special Ordinance 28100. (By: JCRS Development, LLC; 3040 South Arcadia Avenue; Preliminary Plat of Chimney Rock Subdivision – Revised.)

7. RESOLUTIONS.

Citizens May Speak. May Be Voted On.

7.1. Council Bill 2025-210 (Hardinger)
A resolution approving the revised investment policy statement for the Police Officers' and Fire Fighters' Retirement Fund.

8. EMERGENCY BILLS.

9. PUBLIC IMPROVEMENTS.

10. GRANTS.

11. AMENDED BILLS.

12. COUNCIL BILLS FOR PUBLIC HEARING.

13. FIRST READING BILLS. Requiring One Reading.

Citizens May Speak. May Be Voted On.

13.1. Council Bill 2025-211 (Jenson)

A special ordinance approving the plans and specifications for the Scenic Avenue Bridge over Wilson's Creek project; accepting the bid of Hartman & Company, Inc. for construction of the project in the amount of $3,087,450; authorizing the City Manager, or designee, to enter into a contract with such bidder; and declaring this Ordinance qualifies for approval in one reading pursuant to Section 2.16(25) of the City Charter.

14. FIRST READING BILLS. Requiring Two Readings.

Citizens May Speak. Not Anticipated To Be Voted On.

14.1. Council Bill 2025-212 (Carroll)

A special ordinance authorizing a budget adjustment amending the budget of the Department of Economic Vitality and Workforce Development for the Fiscal Year 2025-2026 in the amount of $500,000 to appropriate federal grant funds for a Brownfields Community-wide Assessment grant received from the United States Environmental Protection Agency.

14.2. Council Bill 2025-213 (Hosmer)

A special ordinance amending the budget for Fiscal Year 2025-2026 for the Department of Environmental Services in the amount of $2,500,000 to appropriate retained earnings from the Clean Water Enterprise Fund for the construction of the Inman Sanitary Sewer Improvement project.

14.3. Council Bill 2025-214 (Lee)

A special ordinance authorizing a budget adjustment amending the budget of the Public Works Department for Fiscal Year 2025-2026 by appropriating $500,000 of Spring Forward SGF 1/2-cent sales tax revenue, as recommended by the Citizens' Advisory Board, to provide funding for engineering, community outreach, and project development for a Neighborhood Works "Plus" Program.

14.4. Council Bill 2025-215 (Jenson)

A special ordinance authorizing the City Manager, or designee, to enter into an Agreement for Crossing Closure and/or Roadway Improvements with the Missouri Highways and Transportation Commission ("MHTC") and BNSF Railway Company, for the purpose of closing an existing grade crossing in the vicinity of Mill Street between

Campbell Avenue and Boonville Avenue; and amending the Fiscal Year 2025-2026 budget in the amount of $200,000 to appropriate contributions from MHTC and BNSF for this project.

15. PETITIONS, REMONSTRANCES AND COMMUNICATIONS.

16. NEW BUSINESS.

16.1. The Public Involvement Committee recommends the following reappointments to the Landmarks Board: Erik Kiser and John Sellars, with terms to expire November 1, 2028.

16.2. The Public Involvement Committee recommends the following reappointment to the Springfield-Greene County Environmental Advisory Board: Louise Wienckowski with term to expire October 1, 2028.

16.3. The Public Involvement Committee recommends the following appointment to the Springfield-Greene County Environmental Advisory Board: Sarah White with term to expire October 1, 2028.

17. UNFINISHED BUSINESS.

18. MISCELLANEOUS.

19. CONSENT AGENDA – FIRST READING BILLS.

20. CONSENT AGENDA – ONE READING BILLS.

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

21.1. Council Bill 2025-206 (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 Fort Amor, generally located at 2808 North Fort Avenue, 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: Tip Top Homes, LLC; 2808 North Fort Avenue; Preliminary Plat of Fort Amor.)

21.2. Confirm the following appointments to Tree City USA: Ben Tegeler and Sean McKiernan with terms to expire December 1, 2027.

21.3. Confirm the following appointment to Tree City USA: Anna Dowell with term to expire December 1, 2028.

21.4. Confirm the following reappointment to Tree City USA: Nancy Evans with term to expire December 1, 2027.

21.5. Confirm the following appointment to the Land Clearance for Redevelopment Authority: Jacob Saylor with term to expire March 1, 2029.

21.6. Confirm the following reappointment to the Land Clearance for Redevelopment Authority: Ben Edmondson with term to expire March 1, 2027.

22. END OF CONSENT AGENDA.

23. ADJOURN.

City of Springfield

Minutes

City Council Meeting

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, 2025	**6:30 PM**	**Regional Police-Fire Training Center 2620 West Battlefield Road Room 101, 102, and 103**

1. ROLL CALL.

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

2. APPROVAL OF MINUTES.

2.1. Approval of Minutes. August 25, 2025, City Council Meeting.

Mayor Pro Tem Hardinger moved to approve the minutes of the August 25, 2025, City Council meeting as presented. Councilmember Jenson seconded the motion, and it was approved by the following vote: Ayes: Councilmember Jenson, Councilmember Horton, Councilmember McGull, Councilmember Hosmer, Councilmember Hardinger, Councilmember Carroll, Councilmember Lee, Councilmember Adib-Yazdi, 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 Jenson, Councilmember Horton, Councilmember McGull, Councilmember Hosmer, Mayor Pro Tem Hardinger, Councilmember Carroll, Councilmember Lee, Councilmember Adib-Yazdi, and Mayor Schrag. Nays: None. Absent: None. Abstain: None.

4. CEREMONIAL MATTERS.

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

David Cameron, City Manager, noted the City of Springfield, along with the Springfield Fire and Police Departments, would host the Crisis Leadership Summit for Preparedness on October 30 at the University Plaza Convention Center. He added the summit featured Harvard University experts in emergency preparedness and disaster response. He further noted senior leaders from across the community were invited to attend this full-day training to gain strategies for navigating crises with clarity and resilience. Mr. Cameron noted registration was $50 and available at springfieldmo.gov.

Mr. Cameron noted Public Works had removed more than 22,400 cubic yards of storm debris since August 11, with Zone 1 substantially complete and cleanup efforts now focused on Zone 3. He further noted residents were reminded to only place organic storm debris at the curb without blocking sidewalks, driveways, or ditches. He added City crews and contractors would continue sweeps across all zones in the coming weeks until cleanup was complete.

Mr. Cameron noted Galloway Street was expected to reopen to two-way traffic in mid-September, as the $6.5 million widening project neared completion. He further noted the project added a center turn lane, roundabouts, sidewalks, a multi-use path, and upgraded stormwater infrastructure to improve safety and connectivity. Mr. Cameron added a short closure of Lone Pine Avenue would follow for final roundabout work before striping was completed.

Mr. Cameron noted Environmental Services was launching two new fall events to promote reuse and recycling: a City-Wide Garage Sale on September 27 and a Reuse Rally on October 4 at Hammons Field. He further noted both events aimed to keep usable items out of the landfill by encouraging residents to sell, donate, or recycle goods. Mr. Cameron added registration, and details on accepted items were available at CleanGreenSGF.com.

Mr. Cameron noted the City would host the second SGF Business Lab at 10:00 a.m. on October 15 at Missouri State's eFactory. He further noted there was a great lineup of panelists offering advice on how to start a small business in Springfield, including City staff and community partners. Mr. Cameron added last year's event filled up quickly, and details could be found on the City's website.

Mr. Cameron noted work had begun at Jenny Lind Apartments, and he would keep City Council updated on the progress as the City performed weekly checks.

Mr. Cameron noted the Missouri State Bears would host Southern Methodist University (SMU) on Saturday. He added the game would start at 2:30 p.m.

Councilmember Horton thanked Mr. Cameron for his report on the completion level of the storm debris cleanup. She thanked Public Works for being responsive to implementing temporary patchwork on the Grant Street Bridge.

6. SECOND READING AND FINAL PASSAGE.

Citizens Have Spoken. May Be Voted On.

6.1. Council Bill 2025-186 (Hosmer)

A special ordinance authorizing the City Manager, or designee, to accept a grant renewal in the amount of $100,000 from the Missouri Children's Trust Fund for use by the Springfield-Greene County Health Department to continue operating the Family Connects Program to parents of newborns in Greene County, Missouri; to enter into agreements necessary to carry out the grant; and amending the Fiscal Year 2025-2026 budget in the amount of $100,000 to appropriate the grant funds.

Ordinance 28200. Council Bill 2025-186 (Hosmer) was approved by the following vote: Ayes: Councilmember Jenson, Councilmember Horton, Councilmember McGull, Councilmember Hosmer, Mayor Pro Tem Hardinger, Councilmember Carroll, Councilmember Lee, Councilmember Adib-Yazdi, and Mayor Schrag. Nays: None. Absent: None. Abstain: None.

6.2. Council Bill 2025-187 (Adib-Yazdi)

A special ordinance amending the Fiscal Year 2025-2026 operating budget of the City of Springfield by increasing both revenue and expenses in the amount of $370,000, for the purpose of appropriating accumulated interest proceeds in the 2020 Level Property Tax Bond I Project fund, for the purpose of funding the Hazelwood Cemetery office and maintenance building project.

Ordinance 28201. Council Bill 2025-187 (Adib-Yazdi) was approved by the following vote: Ayes: Councilmember Jenson, Councilmember Horton, Councilmember McGull, Councilmember Hosmer, Mayor Pro Tem Hardinger, Councilmember Carroll, Councilmember Lee, Councilmember Adib-Yazdi, and Mayor Schrag. Nays: None. Absent: None. Abstain: None.

6.3. Council Bill 2025-188 (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.

Ordinance 28202. Council Bill 2025-188 (Hardinger) was approved by the following vote: Ayes: Councilmember Jenson, Councilmember Horton, Councilmember McGull, Councilmember Hosmer, Mayor Pro Tem Hardinger, Councilmember Carroll, Councilmember Lee, Councilmember Adib-Yazdi, and Mayor Schrag. Nays: None. Absent: None. Abstain: None.

6.4. Council Bill 2025-190 (Schrag)

A general ordinance suspending enforcement of Sec. 70-36(c) of the City Code, requiring proof of payment of all personal property taxes as a prerequisite of obtaining an occupational license; and referring the same to the Plans and Policies Committee.

Mayor Schrag turned over the chair to Mayor Pro Tem Hardinger and remained at the dais. He noted he wanted to participate in any discussion and was not recusing himself from voting.

Councilmember Hosmer moved to substitute Council Bill 2025-190 (Schrag) with Substitute Council Bill 2025-190. He noted the substitute would eliminate the requirement that the bill be suspended pending Committee review and would provide the City Manager's Office with giving a business one year's leave to have its provisional license granted while the option of their personal property tax issues were sorted out. He expressed his belief this was a reasonable compromise.

Mayor Schrag seconded the motion, and discussion continued.

Councilmember Lee asked the reason for the change. Councilmember Hosmer responded the substitute bill would eliminate the need for suspension. He noted 60 percent of business had not paid their personal property taxes and that this shortchanged parks, the library, schools, and individuals with developmental disabilities. He further noted the bill was previously referred to the Plans and Policies Committee, and he brought it back to City Council as he was allowed to do. Councilmember Hosmer expressed his belief this was a reasonable compromise.

Councilmember Adib-Yazdi expressed his belief that businesses did not have a single source responsibility for these issues. He added there are not instructions for the procedure when a business license was issued. He further expressed his belief clarity for next steps should be given when a license was issued.

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

Mayor Pro Tem Hardinger noted the public hearing on Substitute Council Bill 2025-190 would be held on September 22.

7. RESOLUTIONS.

Citizens May Speak. May Be Voted On.

7.1. Council Bill 2025-194 (Lee)

A resolution authorizing the City Manager, or designee, to apply for up to $500,000 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 Workforce Development, provided a brief overview of the proposed. Ms. Schmeeckle noted the proposed would allow Workforce Development to apply for up to $500,000 for an Environmental Protection Agency (EPA) Brownfield's Job Training Grant. She further noted the grant was part of the local Green for Greene program and the purpose would be to fund training initiatives to equip participants with the skills and opportunities to secure environmental jobs. She added the application would not require any matching funding.

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

Resolution 10838. Council Bill 2025-194 (Lee) was approved by the following vote: Ayes: Councilmember Jenson, Councilmember Horton, Councilmember McGull, Councilmember Hosmer, Mayor Pro Tem Hardinger, Councilmember Carroll, Councilmember Lee, Councilmember Adib-Yazdi, and Mayor Schrag. Nays: None. Absent: None. Abstain: None.

8. EMERGENCY BILLS.

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 2025-195 (McGull)
A special ordinance granting Conditional Use Permit No. 483 for the purpose of permitting a restaurant within a R-HD, High-Density Multi-Family Residential District, and the Walnut Street Urban Conservation District No. 1, Area West, generally located at 1027 East Walnut Street. (By: McField LLC; 1027 East Walnut Street; Conditional Use Permit No. 483.)

Justin Crighton, Assistant Director of Planning and Development, provided a brief overview of the proposed. Mr. Crighton noted the proposed would grant renewal of a conditional use permit (CUP) for the former Ebbet's Field restaurant with the intention of reestablishing it. He further noted it was before City Council because the previous CUP had expired after 12 months of inactivity.

Councilmember McGull asked the applicant for their intended opening date. Sydney Davis, the applicant, responded spring of 2026.

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

12.2. Council Bill 2025-196 (Jenson)

A general ordinance amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning approximately 3.14 acres of property generally located at 5585 South Robberson Avenue from GR, General Retail District, to Planned Development No. 393; and adopting an updated Official Zoning Map. (By: Springfield Land & Development Co LLC; 5585 South Robberson Avenue; Planned Development No. 393.)

Justin Crighton, Assistant Director of Planning and Development, provided a brief overview of the proposed. Mr. Crighton noted the proposed would allow rezoning of the property in order for it to be used as a multifamily age-restricted development. He added it would be allowed for that use as a standalone use, and it was found to be in compliance with the Comprehensive Plan. He added the density, 24 units per acre, was an appropriate density.

An opportunity was given for citizens to express their views.

Geoff Butler, a representative of the applicant, noted the parcel was a piece of a 40-acre tract that had been in the County. He added it was annexed into the City and zoned general retail. He further noted they had a buyer for the property that was applying for Missouri Housing Development Commission (MHDC) financing, which did not allow commercial on the property. Mr. Butler further noted the owner wanted to provide a planned development that allowed multifamily housing without commercial development. The owner wanted to retain the ability to later sell the property for commercial use if the sale fell through.

With no further appearances, the public hearing was declared closed.

12.3. Council Bill 2025-197 (Horton)

A general ordinance amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning approximately 1.0 acre of property generally located at 2808 North Fort Avenue from R-SF, Single-family residential district to R-TH, Residential townhouse district, with Conditional Overlay District No. 274; establishing Conditional Overlay District No. 274; and adopting an updated Official Zoning Map. (By: Tip Top Homes, LLC; 2808 N. Fort Avenue; Z-14-2025 w/ Conditional Overlay District No. 274.)

Justin Crighton, Assistant Director of Planning and Development, provided a brief overview of the proposed. Mr. Crighton noted the proposed would allow rezoning to Residential Townhouse (RTH) to develop the property into townhomes. He further noted some design guidelines would be established based on the City's affordable housing design guidelines.

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.

Citizens May Speak. May Be Voted On.

13.1. Council Bill 2025-198 (Adib-Yazdi)

A special ordinance authorizing the City Manager, or designee, to enter into a Surface Transportation Block Grant and Carbon Reduction Program Supplemental Agreement #2 with the Missouri Highways and Transportation Commission for the purpose of funding the South Creek Greenway (Fremont to Glenstone) project; amending the Fiscal Year 2025-2026 budget in the amount of $160,000 to appropriate the additional federal funds for this project; and declaring that this Ordinance qualifies for approval in one reading pursuant to City Charter Section 2.16(25).

Dan Smith, Director of Public Works, provided a brief overview of the proposed. Mr. Smith noted the proposed would allow acceptance of grant funds for a trail design that would run along Sunset Street between Fremont Avenue and Glenstone Avenue. He noted grant funds had previously been accepted for the construction and right-of-way, and as they had gone through the design work and appraisals, a deficit was identified. Mr. Smith added the proposed would allow acceptance of an additional $160,000 in federal funding, to bring the total project cost to just over $900,000, and the City's 20-percent share to approximately $225,000.

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

Councilmember Adib-Yazdi noted the section going to Glenstone Avenue would also continue west to McDaniel Park. He added the section augmented the investment within McDaniel Park for parking improvements. He expressed his appreciation for the updates.

Ordinance 28203. Council Bill 2025-198 (Adib-Yazdi) was approved by the following vote: Ayes: Councilmember Jenson, Councilmember Horton, Councilmember McGull, Councilmember Hosmer, Mayor Pro Tem Hardinger, Councilmember Carroll, Councilmember Lee, Councilmember Adib-Yazdi, and Mayor Schrag. Nays: None. Absent: None. Abstain: None.

14. FIRST READING BILLS. Requiring Two Readings.

Citizens May Speak. Not Anticipated To Be Voted On.

14.1. Council Bill 2025-199 (Lee)

A special ordinance authorizing the City Manager, or designee, to enter into an Intergovernmental Cooperative Agreement with Ozarks Transportation Organization for the purpose of constructing an extension of the Ward Branch Greenway Trail; amending the Fiscal Year 2025-2026 budget of the Department of Public Works in the amount of $99,337 for the purpose of funding a 20% match for said project; and authorizing the City Manager to accept donations for the purpose of funding said match.

Dan Smith, Director of Public Works, provided a brief overview of the proposed. Mr. Smith noted the proposed was a trail section that would connect between Independence and Fremont Avenue. He further noted there were multiple components to the trail. He added it was off the right-of-way and the Parks Department would be involved and maintain the trail when completed. Mr. Smith noted the Ozarks Transportation Organization (OTO) would lead the design and the agreement would bring them in to oversee the construction and inspection. He further noted CoxHealth pledged funds for a local match, and there were other medical mile stakeholders. He added OTO approved just under $400,000 in federal funding for the construction. Mr. Smith noted CoxHealth and Burrell indicated willingness to donate easements for the trail. He added it also authorized the City to accept donations and transfer the local match to OTO to match the federal funding.

Councilmember Lee noted the project was one of five that City Council voted to design approximately a year ago. He thanked City Council for supporting the projects at that time, and thanked the partners mentioned and the various medical mile stakeholders on the construction match. He further noted this was taking City funds and working with stakeholders in the community to provide quality of place. Councilmember Lee thanked CoxHealth and Burrell for donating the right-of-way, and medical mile partners for contributing to the local match.

Councilmember Lee asked Mr. Smith to discuss the other four projects. Mr. Smith responded the South Creek Greenway Trail design was finished and funding for construction was approved. He added the Fassnight Creek Greenway Trail from the Skate Park to Fort Avenue was in the design phase, Wilson's Creek Greenway Trail and the Jordan Creek Greenway Trail were pulled into the RAISE grant under the Ungap the Map project. He further noted this would be a wonderful project to construct additional trails on the west side of town.

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

14.2. Council Bill 2025-200 (Lee)

A special ordinance authorizing the City of Springfield, Missouri, through the City Manager, or designee, to enter into Schedule of Equipment No. 2 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 immutable backup storage hardware and software for use by the City, and 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 2025-2026 in the amount of $1,143,000.

Jody Vernon, Assistant Director of Finance and Comptroller, provided a brief overview of the proposed. Ms. Vernon noted the proposed would allow the Parks Department and Information Systems Department to purchase needed equipment through a low-interest lease with US Bank. She further noted this was a financing tool that had been utilized for several years and was a five-year financing plan with quarterly payments. Ms. Vernon noted the principal amount was $1,143,000 with a 4.04 percent interest rate. She added the City would own the equipment at the end of the lease. Ms. Vernon noted equipment covered by the lease included immutable backup storage, hardware and software for the Information Systems Department, and items for Rutledge Wilson Farm Park, the fitness centers, the Ice Park, Jordan Valley Park operations, and the golf courses.

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

14.3. Council Bill 2025-201 (Hosmer)

A general ordinance amending the Springfield City Code, Chapter 2, “Administration,” Article VI, “Finances,” Division 4, “Police Officers’ and Fire Fighters’ Retirement System,” Section 2-441 (Definitions) and Section 2-444 (Board of trustees established; membership; election of members).

Tony Kelley, Administrative Director for the Police Officers’ and Fire Fighters’ Retirement System, provided a brief overview of the proposed. Mr. Kelley noted the proposed would allow three changes to the code. He noted the first would change the way active participant trustees could be elected. He further noted there were approximately 24 active participants in the system. Mr. Kelley further noted the change would allow reinstated employees to serve as active member trustees. He added reinstatements would only be allowed if there were no active members that chose to be a trustee. Mr. Kelley noted the second change would allow citizen trustees to serve more consecutive terms as they moved toward the end of active members. Mr. Kelley further noted the fund and plan would transition and continuity with the board was key to move forward in vision and mission. Mr. Kelley noted the third change was to the definition of the medical group. He further noted if an applicant applied for disability pension, the code required a medical doctor, not including a regular psychologist. He added the change would allow use of psychologists that were not medical doctors but were licensed in the State of Missouri.

Councilmember Hosmer asked how someone would represent interests such as the Police Department or Fire Department if they were not employees. Mr. Kelley responded they would have to be reinstated to qualify. He added they would be allowed to serve as a retiree trustee or active trustee but not both.

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

14.4. Council Bill 2025-202 (Carroll)

A general ordinance amending the Springfield City Code, Section 2-91, known as the “Merit System Rules and Regulations,” by amending Merit Rules 1, 2.4, 10.1, 12.4, 16.3, 17.1, 18.1, 20.2, 24.5, and 26.7.

Darla Morrison, Director of Human Resources, provided a brief overview of the proposed. Ms. Morrison noted the proposed would allow ten merit rule changes. She further noted the changes were designed to improve processes, gain efficiencies, and provide better options for present-day workforce needs. Ms. Morrison highlighted some of the changes. She noted in Rule 1, the definition of promotions, demotions, and transfers would be updated and clarified. Ms. Morrison added Rule 18 allowed for the employee to transfer to the new salary schedule that would provide the closest to the current pay rate without taking a decrease when at all possible. She added the exception would be if the employee was topped out at their pay rate. Ms. Morrison noted that Rule 16.3 and 17.1 dealing with the compensation plan would have a direct change. She thanked Councilmember Jenson for his support on the issue. Ms. Morrison noted the change would allow salary grade changes for a position to be updated administratively, and the records would be maintained by Human Resources.

Councilmember Jenson thanked Ms. Morrison for bringing this forward and expressed his belief people were the most important part of the organization. He asked what Rule 12.4 was attempting to address in regard to disciplinary action. Ms. Morrison responded when dealing with disciplinary actions, for example a misrepresentation on a timesheet, there was no specific rule that addressed that. She added this change would address specific items. Councilmember Jenson asked if there was opportunity for appeal if the employee did not agree. Ms. Morrison responded affirmatively. She added the Merit Rules required due process for employees. Ms. Morrison thanked Assistant City Attorney Lance Roskens for his work on the merit rule changes, specifically some of the compensation changes.

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

14.5. Council Bill 2025-203 (Carroll)

A special ordinance authorizing the City Manager, or designee, to accept grant funding from the Missouri Department of Higher Education and Workforce Development's Office of Apprenticeship & Work-Based Learning in the amount of $50,000, to be utilized for the creation and support of pre-registered apprenticeship programs; enter into necessary agreements to carry out the purpose of the grant funds; and amend the Fiscal Year 2025-2026 budget of the Department of Economic Vitality and Workforce Development in the amount of $50,000.

Ericka Schmeeckle, Assistant Director of Workforce Development, provided a brief overview of the proposed. Ms. Schmeeckle noted the proposed would allow acceptance of $50,000 in grant funds from the Missouri Department of Higher Education and Workforce Development Office of Apprenticeship and Work-based Learning to be used to create and support pre-apprenticeship programs. She added this would allow staff to support a minimum of 23 participants in the education and cybersecurity sectors.

An opportunity was given for citizens to express their views.

Neil Brady, a representative of Bartlett West Engineering, spoke in support of the proposed. Mr. Brady thanked City Council for their ongoing commitment to workforce development. He expressed his belief workforce development was a crucial part of sustaining the city and the investment in apprenticeship programs provided career pathways for citizens.

With no further appearances, the public hearing was declared closed.

14.6. Council Bill 2025-204 (Hosmer)

A special ordinance authorizing the City Manager, or designee, to accept grant funding from the Missouri Department of Higher Education and Workforce Development in the amount of $460,068, to be utilized for temporary employment opportunities focused on clean-up and recovery in Webster County; enter into necessary agreements to carry out the purpose of the grant funds; and amend the Fiscal Year 2025-2026 budget of the Department of Economic Vitality and Workforce Development in the amount of $460,068.

Ericka Schmeeckle, Assistant Director of Workforce Development, provided a brief overview of the proposed. Ms. Schmeeckle noted the proposed would allow acceptance of funding from the Missouri Department of Higher Education and Workforce Development as part of a Department of Labor and National Emergency grant. She further noted the funds would support on-the-job training for participants to work on cleanup and recovery projects in Webster County, resulting from storms that occurred from March 14 to March 15, 2025, and March 30 through April 8, 2025.

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

14.7. Council Bill 2025-208 (Hardinger)
A general ordinance approving City Utilities' Fiscal Year 2026 Operating Budget for its Fiscal Year ending September 30, 2026.

Louise Knauer, Board of Public Utilities President, provided a brief introduction to the proposed. Ms. Knauer noted the Board of Public Utilities appreciated the recent opportunity to present and discuss the budget with City Council at the study session on August 14. She further noted the budget had a focus on resiliency of infrastructure and advancing the quality of life in the community through the ongoing investment in critical assets. Ms. Knauer noted funding to purchase and install a battery storage energy system at James River Power Station and the Blackman Water Treatment Plant, and installation of three new 50-megawatt gas turbines at McCartney Generating Station were included.

Ms. Knauer noted the budget also included a strong focus on infrastructure with a continued emphasis on natural gas and water main renewals, electric pole replacement, and vegetation management, as well as infrastructure improvements such as completion of the transmission line from Republic. She further noted the board felt it was a responsible budget.

Councilmember Adib-Yazdi thanked Ms. Knauer for the August 14 session and expressed his appreciation for the information provided.

Councilmember Jenson expressed his belief that City Utilities lived up to its foundational strategies of responsibility, dependability, and excellence, particularly in services for water, electric, and natural gas. He asked if City Utilities provided the best possible transit system within the resource-constrained environment. Ms. Knauer responded affirmatively, and noted the transit system was operated at a deficit. Councilmember Jenson expressed his belief that City Utilities did the best job possible with the resources available and noted that could be true while recognizing the needs of the community were not being met. He further noted meeting with employers and employment service providers who noted clients were limited in their job search or had to provide private transportation due to the transit system not meeting their needs. Ms. Knauer responded they had looked at the issue and were in the process of reviving conversations. Councilmember Jenson noted $10.6 million was spent on transit, but only $4.6 million was funded from local revenues separate from fares. He asked where the $4.6 million came from. Ms. Knauer responded each of the other operating units helped subsidize the transit unit.

Councilmember Jenson noted the medium-term plan would require an increase of nearly $4 million in local revenues with the long-term implementation requiring nearly $15 million in additional local revenue spending. He asked if City Utilities' budget was able to absorb the costs. Ms. Knauer responded those questions would require more study and input from the board.

Councilmember Jenson asked if there were alternative sources of revenue that could be generated to fund enhanced transit operations. Ms. Knauer responded they were always looking for more opportunities, and noted they had acquired their first EV bus with federal transit funds to help support that. Councilmember Jenson asked if it was correct to characterize that City Utilities derived its powers and responsibilities from the City Charter, and indirectly from City Council through their appointments. Ms. Knauer responded affirmatively, noting City Council approved the City Utilities' budget, rates, and board members. Councilmember Jenson asked if an increase in local spending by either $4 million or $15 million to realize the full potential would make sense from an economic perspective. Ms. Knauer responded it sounded good in concept.

Councilmember McGull asked when the last time was that a comprehensive transit study was completed. Ms. Knauer responded she would look to Connect SGF as the most recent example with only the first phase being implemented.

Councilmember Adib-Yazdi noted he could not access the link to the study. Ms. Knauer responded they would provide the information.

Amy Derdall, Chief Financial and Supply Chain Officer for City Utilities, provided a brief overview of the proposed. Ms. Derdall noted City Utilities had the lowest rates compared to 14 benchmark cities, with an average annual bill of $190.34. Ms. Derdall further noted that to do the comparison, the average usage for customers was taken and plugged into other cities' rates.

Ms. Derdall noted that the overall receipt projection for 2026 was $693 million, compared to $942 million in 2025. She added 2025 was significantly higher because they had the lease financing for power supply assets that were presently being constructed for $303 million. Once those funds were deposited into a construction fund, they could be used over time to reimburse finance of City Utilities. She added the most significant change between those years was the expenditures for capital plans. Ms. Derdall noted they were projecting to spend $167 million in 2025 and $91 million in 2026, including non-utility. She further noted this also included sales tax remittances to the State as well as Payment In Lieu of Taxes to the City. Ms. Derdall noted the dispersement authority they were requesting was $858,957,795, which did include $55 million for business volatility. She added these dollars could not be utilized without further Board action. Ms. Derdall noted a future power supply line for $33 million was included for 2025, and the capital expenditures were included in the first line for the total expenditures in functional categories of almost $804 million.

Ms. Derdall reviewed the community dividends, noting they included cash remitted to the City of Springfield, public transit services in the amount of $9.8 million, and other community services that included infrastructure with right-of-way and $2.2 million outside the city limits but within their service territory.

Councilmember Jenson asked Ms. Derdall if there was anything else she wanted to provide specifically in response to internal diversification of revenues. Ms. Derdall responded their core business was serving the customers for electric, natural gas, water, and transit. She added transit could not be funded without the other. She noted they look at how they could grow their overall footprint for retail customers. Ms. Derdall further noted they also had opportunities within the wholesale market as part of the Southwest Power Pool. Councilmember Jenson asked if the City Utilities budget could absorb $4 million or $14 million of additional cost annually without reductions in service to the three other areas. Ms. Derdall responded they could not. She added tariffs were bringing in additional costs that were not planned in those dollars. Ms. Derdall noted the transit deficit spread out over current residential electric customers would equal approximately $115 per customer, or $350 for the long-range plan. She added with increase size in the transit program, there would be increased infrastructure and facility costs.

Councilmember Adib Yazdi asked if the $115 and $350 were per month or year. Ms. Derdall responded per year. Councilmember Adib-Yazdi confirmed the cost comparisons were rate comparisons, not a home cost comparison. Ms. Derdall responded affirmatively. Councilmember Adib-Yazdi asked how benchmark cities were selected. Darla Morrison, Director of Human Resources, responded benchmark cities were selected for being similar in size, government structure, and used across a wide variety of platforms. She added cost of living was a factor as well.

Councilmember Hosmer asked if renewables for City Utilities were still at about 40 percent. Ms. Derdall responded 39 percent was projected. Councilmember Hosmer asked if City Utilities still worked with low-income individuals to make their property more efficient. Ms. Derdall responded affirmatively. Councilmember Hosmer asked if the program to help City buildings be more energy efficient was still in existence. Councilmember Hosmer asked if the effectiveness of the programs could be measured. Ms. Derdall responded their energy efficiency area would work with the City to determine the energy efficiency before and after improvements were made.

Councilmember McGull if regional transportation initiatives could be reviewed at the next City Council and City Utilities planning session.

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

14.8. Council Bill 2025-209 (Carroll)

A general ordinance authorizing revisions to electric rates charged by City Utilities and related terms and conditions.

Austin Beshears, Director of Rates and Fuels for City Utilities, provided a brief overview of the proposed. Mr. Beshears noted electric rate adjustments were necessary to support debt service payments for power supply projects currently under construction, which included three new 50-megawatt combustion turbines at the McCartney Generating Station and two battery energy storage projects. He further noted this included a 31-megawatt battery project at the James River Power Station and a 5-megawatt battery project near Blackman Water Treatment Plant. He noted they would help meet the Southwest Power Pool capacity requirements, improve reliability on the system, and provide additional energy cost stability for customers.

Mr. Beshears noted City Utilities issued a $283.5 million lease financing to fund the purchase and construction of these resources. He added this was a 22-year borrowing with two years of capitalized interest, which allowed City Utilities to begin making debt service payments after the resources go into operation. He further noted annual payments would be approximately $21.5 million. Mr. Beshears noted two of a series of three electric rate adjustments were implemented that were approved in 2023, with an average increase of 3.9 percent. He added prior to this, the most recent series of electric rate adjustments was effective in October 2016. Mr. Beshears noted that to meet debt service requirements, they were proposing a series of two annual base rate adjustments averaging 3 percent overall effective April 2027, and 3.6 percent in April 2028. He further noted the rates would generate revenues to cover the annual debt service for the financing after accounting for Payment In Lieu Of Taxes to the City. He added the typical monthly residential bill impact was estimated to be approximately $3.92. He further noted the rates were designed in accordance with the Board of Public Utility Rate Policy.

Mr. Beshears noted City Utility electric customers paid approximately 26 percent less than the national average, and 8 percent less that the state average.

Councilmember Horton asked what percent of City Utilities' budget went to debt service. Ms. Derdall responded 8 percent.

Councilmember Hosmer noted the average residential customer would have a 3 percent rate increase in 2027 and a 3.6 percent increase in 2028. He asked if this was the overall system average. Mr. Beshears responded the percentages varied by rate class. He added there were four or five different rate classes for commercial and industrial. He added the increases for non-residential classes were generally 4 percent to 6.8 percent. Mr. Beshears noted the increases were done in a way to not make drastic changes to rates and have very large bill impacts for one class. Councilmember Hosmer asked if there was a peer cities review of the commercial industrial rates. Mr. Beshears responded there was not for commercial industrial rates.

Councilmember Adib-Yazdi noted the Southwest Power Pool's requirements for battery storage and asked if that was new for City Utilities. Mr. Beshears responded they did a pilot project years ago on a smaller scale, and batteries this large would be new for City Utilities.

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

14.9. Council Bill 2025-205 (Adib-Yazdi)
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 Chimney Rock Subdivision - Revised, generally located at 3040 South Arcadia Avenue, upon the applicant filing and recording a final plat that substantially conforms to the preliminary plat; authorizing the City Clerk to sign the final plat upon compliance with all the terms of this Ordinance; and repealing Special Ordinance 28100. (By: JCRS Development, LLC; 3040 South Arcadia Avenue; Preliminary Plat of Chimney Rock Subdivision – Revised.)

Justin Crighton, Assistant Director of Planning and Development, provided a brief overview of the proposed. Mr. Crighton noted the proposed was the revised preliminary plat of Chimney Rock Subdivision. He added it was the same parcel, and 8.69 acres of currently undeveloped land zoned as genera retail with Conditional Overlay District 151, and single-family residential. Mr. Crighton further noted the main changes from the original plat were a reduction in the overall number of lots from 40 to 29 and removal of the connection between Carson Avenue and Arcadia Avenue. He added the revised lot layout left the largest lot at a little over .4 acres and the smallest at .15 acres.

Councilmember Adib-Yazdi noted the engineering team noted Mimosa Street could comfortably manage significantly more traffic. He further noted a cul-de-sac or hammerhead were clear ways to turn around and met the standards of Public Works. Councilmember Adib-Yazdi expressed his belief the neighborhood could use pedestrian access to amenities on the corner of Battlefield Street and Lone Pine.

Councilmember Hosmer asked the reason for the change. Mr. Crighton responded the developer submitted a revised plat. He expressed his belief they made an effort to address some of the concerns of the neighbors. Councilmember Hosmer asked if the Police Department and Fire Department had both signed off on the hammerhead turnaround. Mr. Crighton responded affirmatively and noted it met Public Works standards. He added it was a common type of emergency turnaround. Steve Childers, Director of Planning and Development, noted a cul-de-sac and hammerhead were equally usable by Police or the Fire Department. He added there were various developers looking at the project, and this was the most suitable for negotiations. He further noted the homes were going to be sold. Mr. Childers noted the hammerhead would take up less space. Councilmember Hosmer asked if there were other hammerheads in the City. Mr. Childers responded affirmatively.

An opportunity was given for citizens to express their views.

Sonja Shaw, a resident in Chimney Hills Place, noted the revised plat was an improvement and further noted she had concerns. Ms. Shaw expressed her concerns for safety regarding a blind curve to the entrance, and a concern over a possible sinkhole.

Mary Jane Grinstead expressed her concerns with the hammerhead and safety concerns with traffic in the area and narrow roads.

Tammy Fulk thanked City Council for their service. She expressed her concerns with the development.

Frank Blohm expressed his concern with what association would maintain the common areas. He further expressed his concern with line of sight and safety issues.

With no further appearances, the public hearing was declared closed.

Councilmember Hosmer asked if access to Mimosa Street was decided by the developer or the City. Mr. Childers responded developers were required to follow design guidelines, which the minimum distance requirement fell within. Councilmember Hosmer asked if there was a site distance that was more feasible. Mr. Childers responded he did not believe so. He added the common area was intended to be a stonewater detention basin and was not sure if the trees would be left exactly as they were. Councilmember Hosmer asked how the hammerhead would be used if there were two trucks at the same time. Mr. Childers expressed his belief the hammerhead would be large enough to accommodate. He added the developer had two options, a cul-de-sac or a hammerhead. Mr. Childers noted a cul-de-sac would have eliminated more lots and expressed his belief the developer may have been trying to preserve those lots. Councilmember Hosmer asked for the locations of hammerheads in the City. Mr. Childers responded the information would be provided.

Councilmember Adib-Yazdi asked if a representative of the applicant was available for questions. Dan Shannon, a representative of OWN Engineering, came forward to answer questions. Councilmember Adib-Yazdi noted Lot 9, the furthest northeast property, attached to the Pollard property. He further noted there was an easement that allowed the Pollard property to have a driveway to get to the public right-of-way. Mr. Shannon responded affirmatively. Councilmember Adib-Yazdi asked why the area was treated in that manner versus simply extending the right-of-way so that private individual could attach to it. Mr. Shannon responded it was because vehicles would need a place to turn around, creating another roundabout or hammerhead situation, and because there could not be a dead end. Councilmember Adib-Yazdi asked Mr. Shannon if his team would consider rear yard setbacks along lots 1 through 8. He expressed his belief increasing

the rear yard setback to provide more separation between the new and existing houses would be a good measure.

Councilmember Adib-Yazdi expressed his concern that there was no long-term access to Arcadia Avenue, but there was a temporary driveway easement that was vacated in the final plat. He expressed his belief it would be important to place some conditions on the construction portion of the project, so there would be no construction access in the temporary easement during construction. He asked Mr. Shannon to relay this to his team. Mr. Shannon responded affirmatively.

Councilmember Lee asked for staff to explain sight distance versus intersection distance. Mr. Smith responded stopping sight distance was the time it would take to stop to avoid an object in the road. He noted intersection sight distance was the distance required to safely look out and pull out onto a street at an intersection. He further noted from an engineering standpoint; they felt the distance was adequate. Councilmember Lee noted common turnaround options included cul-de-sac, hammerhead, and T turnaround options. Councilmember Lee asked if all the property would be single-family residential and a similar use. Mr. Childers responded affirmatively.

Councilmember Lee asked for an explanation of a property owners association in light of the common area. Mr. Childers responded when a subdivision was created, it was required there be a homeowner's association that would be governed by covenants and restrictions and filed with the Secretary of State. He added the developer would be in charge of that until they had disposed of typically 98 to 100 percent of the lots. Mr. Childers noted they would ensure it had been registered with the Secretary of State prior to signing the final plat. Councilmember Lee noted one function of the homeowner's association was to collect their own money to maintain stormwater infrastructure, such as detention basins, instead of the City. Mr. Childers responded affirmatively.

15. PETITIONS, REMONSTRANCES AND COMMUNICATIONS.

15.1. Marie Faucher wishes to address City Council. Withdrew.

16. NEW BUSINESS.

16.1. Refer to the Plans and Policies Committee consideration of requirement for certain land use items to include a fiscal impact study. Referred.

16.2. Refer to the Community Involvement Committee the review and Recommendation of 2026 Legislative Priorities for City Council Consideration. Referred.

16.3. Refer to the Plans and Policies Committee consideration and review of General Ordinance 6918 to determine if lane filtering should be allowed. Referred.

16.4. The Mayor recommends the following appointments to Tree City USA: Ben Tegeler and Sean McKiernan with terms to expire December 1, 2027. Recommended.

16.5. The Mayor recommends the following appointment to Tree City USA: Anna Dowell with term to expire December 1, 2028.Recommended.

16.6. The Mayor recommends the following reappointment to Tree City USA: Nancy Evans with term to expire December 1, 2027. Recommended.

16.7. The Mayor recommends the following appointment to the Land Clearance for Redevelopment Authority: Jacob Saylor with term to expire March 1, 2029. Recommended.

16.8. The Mayor recommends the following reappointment to the Land Clearance for Redevelopment Authority: Ben Edmondson with term to expire March 1, 2027. Recommended.

17. UNFINISHED BUSINESS.

18. MISCELLANEOUS.

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

19.1. Council Bill 2025-206 (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 Fort Amor, generally located at 2808 North Fort Avenue, 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: Tip Top Homes, LLC; 2808 North Fort Avenue; Preliminary Plat of Fort Amor.)

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

20.1. Council Bill 2025-207 (Hardinger)
A special ordinance authorizing the City Manager, or designee, to accept a Section 402 State and Community Highway Safety Grant in the amount of $22,600 from the Missouri Department of Transportation to continue supporting the City's shareable version of the City's current pedestrian safety education program, 'SafeAcross'; amending the budget of the Department of Public Works for Fiscal Year 2025-2026 in the amount of $22,600 upon award of the grant; and declaring that this Ordinance qualifies as a one-reading ordinance pursuant to Section 2.16(25) of the City Charter.

Ordinance 28204. Council Bill 2025-207 (Hardinger) was approved by the following vote: Ayes: Councilmember Jenson, Councilmember Horton, Councilmember McGull, Councilmember Hosmer, Mayor Pro Tem Hardinger, Councilmember Carroll, Councilmember Lee, Councilmember Adib-Yazdi, and Mayor Schrag. Nays: None. Absent: None. Abstain: None.

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

21.1. Confirm the following appointment to the Building Trades Examination & Certification Board: Garen Gilmore with term to expire December 1, 2026. Confirmed.

21.2. Confirm the following appointment to the University of Missouri Extension Council: Chad Courtney with term to expire February 28, 2027. Confirmed.

21.3. Council Bill 2025-191 (Lee)

A special ordinance authorizing the City Manager, or designee, to accept funds in the amount of $45,000 from Mercy Hospital Springfield through The Bobby Allison Fund for use by the Springfield-Greene County Health Department's Family Connects Program; and amending the Fiscal Year 2025-2026 budget in the amount of $45,000 to appropriate the grant funds.

Ordinance 28205. Council Bill 2025-191 (Lee) was by the following vote: Ayes: Councilmember Jenson, Councilmember Horton, Councilmember McGull, Councilmember Hosmer, Mayor Pro Tem Hardinger, Councilmember Carroll, Councilmember Lee, Councilmember Adib-Yazdi, and Mayor Schrag. Nays: None. Absent: None. Abstain: None.

22. END OF CONSENT AGENDA.

23. ADJOURN.

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

September 16, 2025
Springfield, Missouri

The City Council met in special session on September 16, 2025, in the Councilman Denny Whayne Conference Room on the 4th Floor of the Busch Municipal Building. The meeting was called to order by Mayor Schrag.

Roll Call

Present: Craig Hosmer, Abe McGull, Monica Horton, Brandon Jenson, Heather Hardinger, Callie Carroll, Derek Lee, Bruce Adib-Yazdi, and Jeff Schrag. Absent: None.

Closed Session

Councilmember Hosmer moved City Council hold a closed meeting to discuss legal actions, causes of action or litigation involving a public governmental body and any confidential or privileged communications between a public governmental body or its representatives and its attorneys pursuant to Section 610.021(1), RSMo.; and leasing, purchase or sale of real estate by a public governmental body where public knowledge of the transaction might adversely affect the legal consideration therefor pursuant to Section 610.021(2), RSMo.; and sealed bids and related documents, until the bids are opened; and sealed proposals and related documents or any documents related to a negotiated contract until a contract is executed, or all proposals are rejected; pursuant to Section 610.021(12), 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 Horton seconded the motion, and it was approved by the following vote: Ayes: McGull, Horton, Jenson, Hardinger, Carroll, Lee, Adib-Yazdi, Hosmer, and Schrag. Abstain: None. Absent: None.

Prepared by
Michelle Kaasa

_____
Anita J. Cotter, MMC/MPCC
City Clerk

EXPLANATION TO SUBSTITUTE COUNCIL BILL 2025-190 (SCHRAG, HOSMER)

FILED: 09/10/2025

ORIGINATING DEPARTMENT: Law

TITLE: A general ordinance referring Sec. 70-36(c) of the City Code, requiring proof of payment of all personal property taxes as a prerequisite of obtaining an occupational license, to the Plans and Policies Committee; and authorizing the City Manager, or his designee, to temporarily grant variances from the requirements of Sec. 70-36(c) of the City Code.

PURPOSE: Referring Sec. 70-36(c) of the City Code, requiring proof of payment of all personal property taxes as a prerequisite of obtaining an occupational license, to the Plans and Policies Committee; and authorizing the City Manager, or his designee, to temporarily grant variances from the requirements of Sec. 70-36(c) of the City Code.

BACKGROUND INFORMATION: At the September 8, 2025, City Council meeting, City Council voted to replace Council Bill 2025-190 with Substitute Council Bill 2025-190. The motion to substitute passed.

Submitted By: Jordan Paul, City Attorney

Authorized for inclusion on the agenda pursuant to City Code section 2-33:

Attachments: 1. Substitue Council Bill 2025-190_ord

One-rdg. _____
P. Hrngs. _____
Pgs. 3
Filed: 08-25-25

Sponsored by: Schrag, Hosmer

First Reading: _____ Second Reading: _____

SUBSTITUTE
COUNCIL BILL 2025-190 GENERAL ORDINANCE _____

AN ORDINANCE

REFERRING Sec. 70-36(c) of the City Code, requiring proof of payment of all personal property taxes as a prerequisite of obtaining an occupational license, to the Plans and Policies Committee; and authorizing the City Manager, or his designee, to temporarily grant variances from the requirements of Sec. 70-36(c) of the City Code.

WHEREAS, City Council recently adopted changes to Sec. 70-36 of the City Code for the purpose of requiring proof of payment of all personal property taxes as a prerequisite of obtaining an occupational license; and

WHEREAS, Sec. 2-53(e)(11) of the City Code states that "[i]t is the policy of the city council to encourage the referral of council bills involving policy issues and substantive changes to the appropriate city council committee"; and

WHEREAS, the changes to Sec. 70-36 of the City Code involve policy issues and substantive changes, and were made prior to recommendation from the appropriate city council committee; and

WHEREAS, City Council desires to refer the changes to Sec. 70-36 of the City Code to the Plans and Policies Committee; and

WHEREAS, City Council further desires to authorize the City Manager, or his designee, to temporarily grant variances from the requirements of Sec. 70-36 of the City Code upon a showing by the applicant of good and sufficient cause and a determination by the City Manager, or his designee, that failure to grant the variance would result in exceptional hardship to the applicant, said authority to expire June 30, 2026.

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

Section 1 – City Council hereby refers the policy issues and substantive changes

involved with the changes to Sec. 70-36 of the City Code, specifically the issue of requiring proof of payment of all personal property taxes as a prerequisite of obtaining an occupational license, to the Plans and Policies Committee.

Section 2 – City Council hereby authorizes the City Manager, or his designee, to temporarily grant variances from the requirements of Sec. 70-36(c) of the City Code upon a showing by the applicant of good and sufficient cause and a determination by the City Manager, or his designee, that failure to grant the variance would result in exceptional hardship to the applicant, said authority to expire June 30, 2026.

Section 3 – This Ordinance shall become effective immediately upon its passage.

Passed at meeting: _____

_____
Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: _____, City Attorney

Approved for Council action: _____, City Manager

EXPLANATION TO COUNCIL BILL 2025-195 (MCGULL)

FILED: 09/10/2025

ORIGINATING DEPARTMENT: Planning and Development

TITLE: A special ordinance granting Conditional Use Permit No. 483 for the purpose of permitting a restaurant within a R-HD, High-Density Multi-Family Residential District, and the Walnut Street Urban Conservation District No. 1, Area West, generally located at 1027 East Walnut Street. (By: McField LLC; 1027 East Walnut Street; Conditional Use Permit No. 483.)

PURPOSE: Request to permit a restaurant as a Conditional Use Permit within a R-HD High Density Multi-Family Residential District and the Walnut Street Urban Conservation District No. 1, Area West, generally located at 1027 East Walnut Street. (Staff and Planning and Zoning Commission recommend approval.)

BACKGROUND INFORMATION:

CONDITIONAL USE PERMIT NUMBER 483

The applicant is requesting approval of a Conditional Use Permit for a restaurant as a Conditional Use Permit within the R-HD District and the Walnut Street Urban Conservation District No. 1, Area West, generally located at 1027 East Walnut Street. The applicant is proposing to resume operation of a restaurant after it was discontinued. When a conditional use is discontinued or abandoned for a period of 12 consecutive months, the use shall not be reestablished or resumed unless a new conditional use permit is granted by City Council.
CONDITIONS:

1. The regulations and standards listed on Exhibit D - Attachment 2 shall govern and control the use and development of the land in Conditional Use Permit Number 483 in a manner consistent with the attached site plan (Exhibit D - Attachment 4).

FINDINGS FOR STAFF RECOMMENDATION:

1. The applicant is requesting approval of a Conditional Use Permit for a restaurant as a Conditional Use Permit within the R-HD District and the Walnut Street Urban Conservation District No. 1, Area West, generally located at 1027 East Walnut Street.

2. The applicant is proposing to resume operation of a restaurant after it was discontinued. When a conditional use is discontinued or abandoned for a period

of 12 consecutive months, the use shall not be reestablished or resumed unless a new conditional use permit is granted by City Council.

3. The applicant is not proposing any changes to the existing structure and site development. This property has been used as a restaurant after the first conditional use permit was approved in May 2006.

4. All the applicant's property is currently zoned R-HD, High-Density Multi-Family Residential. The property is also within the Walnut Street UCD-West, which permits the approval of a conditional use permit for restaurant uses provided they are in a contributing structure to the historic district, the existing structure is preserved and was built before January 1, 1940, and any exterior modifications are approved by the Landmarks Board.

5. Approval of this request will provide for continued use of the subject property, which is already served with public infrastructure and services and is not expected to adversely impact the surrounding properties.

6. Staff has determined that the request meets the standards for a Conditional Use Permit. The request is also in general alignment with the objectives and intent of the *Comprehensive Plan's* Mixed-Use Placetype and the Walnut Street Urban Conservation District.

REMARKS: The Planning and Zoning Commission held a public hearing on August 14, 2025, and recommended approval, by a vote of 6 to 0 of the proposed conditional use permit (see the attached "Exhibit C," Record of Proceedings). The Planning and Development staff recommends the application be approved with the conditions (see attached Exhibit A).

Submitted By: Michael Sparlin, Senior City Planner

Authorized for inclusion on the agenda pursuant to City Code section 2-33:

Attachments:
1. Conditional Use Permit 483 - 1027 East Walnut Street
2. CUP 483_exhA
3. CUP 483_exhB
4. CUP 483_exhC
5. CUP 483_exhD

One-rdg. _____
P. Hrngs. X
Pgs. 40
Filed: 09-02-25

Sponsored by: McGull

First Reading: _____ Second Reading: _____

COUNCIL BILL 2025-195 SPECIAL ORDINANCE _____

AN ORDINANCE

GRANTING Conditional Use Permit No. 483 for the purpose of permitting a restaurant within a R-HD, High-Density Multi-Family Residential District, and the Walnut Street Urban Conservation District No. 1, Area West, generally located at 1027 East Walnut Street.

WHEREAS, pursuant to Section 36-363 of the Land Development Code, City Council may grant permits authorizing certain enumerated conditional uses as provided in the various zoning districts; and

WHEREAS, following proper notice, the Planning and Zoning Commission held a public hearing on August 14, 2025, a copy of the Record of Proceedings from said public hearing being attached hereto and incorporated herein by this reference as "Exhibit C," and recommended approval of Conditional Use Permit No. 483 by a vote of 6 to 0; and

WHEREAS, City Council finds that sufficient evidence has been presented to satisfy all applicable standards of the Land Development Code for issuance of Conditional Use Permit No. 483; and

WHEREAS, the granting of such permit is deemed proper, and it is not found to harm the community or injure the value, lawful use, and reasonable enjoyment of properties in the vicinity of 1027 East Walnut Street.

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

Section 1 – City Council adopts the City staff's specific findings of fact on the proposed conditional use as set forth in "Exhibit D – Attachment 2." "Exhibit D" is attached hereto and incorporated herein by this reference in its entirety. Conditional Use Permit No. 483 is hereby granted in accordance with and subject to the provisions of Section 36-363 of the Land Development Code. Conditional Use Permit No. 483 is granted for the purpose of permitting a restaurant within a R-HD, High-Density Multi-Family Residential District, and the Walnut Street Urban Conservation District No. 1,

Area West, located at the property described in “Exhibit B,” which is attached hereto and incorporated herein by this reference, and which is generally located at 1027 East Walnut Street.

Section 2 – Building permits, certificates of occupancy, and any other required permits or approvals may be issued by the duly authorized officials of the City provided that such issuance is consistent with Section 36-363 of the Land Development Code, any other applicable City regulation or ordinance, and the “Requirements for Conditional Use Permit 483” described in “Exhibit D – Attachment 1” and “Exhibit A,” which is attached hereto and incorporated herein by this reference. Additionally, the provisions contained in “Exhibit D – Attachment 1” and “Exhibit A” shall govern and control the use and development of the land described in “Exhibit B,” in a manner consistent with the attached site plan depicted on “Exhibit D – Attachment 4.”

Section 3 – Any violation of the provisions of this Ordinance shall be grounds for the revocation of the Conditional Use Permit granted by the adoption of this Ordinance.

Section 4 – This Ordinance shall be in full force and effect from and after passage only so long as the Property and any improvements thereon conform to the conditions and requirements described in Section 36-363 of the Land Development Code, other applicable City regulations or ordinances, and this Ordinance.

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
REQUIREMENTS FOR CONDITIONAL USE PERMIT 483

1. The restaurant shall comply with all the standards listed in Attachment 2.

2. The restaurant shall be permitted in substantial conformance with Attachment 3.

3. All conditions of the Walnut Street Urban Conservation District-West, General Ordinance No. 5475, passed by City Council on July 11, 2005, shall be met.

4. All requirements of an approved Certificate of Appropriateness shall be met.

5. Any exterior modifications, site plan changes, and signage plans must be approved by the Springfield Landmarks Board.

6. The plans filed with the application for said use permit shall be followed and conform with all ordinances of the City of Springfield.

7. The location of structures, parking and drives shall be in substantial conformance with Attachment 3.

8. The driveway from Walnut Street shall be signed for "entrance only" with another sign in the parking lot indicating that it is not an exit.

9. All parking areas, if lighted, shall be so lighted as to direct and contain the lighting within the boundaries of the applicant's property.

10. Such use shall conform to the off-street parking, setback and yard requirements and other requirements of the Walnut Street Urban Conservation District-West.

11. The structure and the grounds shall be maintained in keeping with the Secretary of the Interior's Standards for Historic Preservation Projects and the Walnut Street Design Guidelines

EXHIBIT B
LEGAL DESCRIPTION
CONDITIONAL USE PERMIT 483

Commencing at the Northwest Corner of Walnut Street and Hampton Avenue, thence along the North right-of-way of Walnut Street, South 88*05’04” East, 214.20 feet to the point of beginning: thence continuing along said North right-of-way, North 88*05’04” West, 63.24 feet; thence leaving said North right-of-way, North 01*46’42” East, 466.20 feet to the South right-of-way of McDaniel Street; thence along said South right-of-way, South 88*38’05” East, 63.00 feet; thence leaving said South right-of-way, South 01*44’56” West, 466.81 feet to the point of beginning. All lying in the Northeast quarter of the Northeast quarter and the Southeast quarter of the Northeast quarter of section 24, Township 29 North, Range 22 West, in the city of Springfield, Greene County, Missouri. Containing 0.675 acres, more or less. Bearings based on grid North of the Missouri Coordinate System of 1983, Central Zone.

EXHIBIT C
RECORD OF PROCEEDINGS
Planning and Zoning Commission – August 14, 2025

Conditional Use Permit 483
1027 East Walnut Street
Applicant: McField, LLC

Mr. Sparlin states that this is a request to permit a restaurant as a Conditional Use Permit within a R-HD High Density Multi-Family Residential District and the Walnut Street Urban Conservation District No. 1, Area West.

Mr. Doennig opened the public hearing.

Ms. Sydney Davis, 1027 E. Walnut Street and wanting to reopen it into a commercial restaurant (Ebbets Field Sports Bar & Patio).

Commission members expressed excitement for the restaurant to reopen and that the building will be active again.

Mr. Doennig closed the public hearing.

COMMISSION ACTION:
Planning and Zoning Commissioner Knuckles moved to approve Conditional Use Permit 483; Commissioner Pauly seconded the motion. It **Passed** with the following vote: Ayes: Commissioner Doennig, Commissioner Ridge, Commissioner Scott, Commissioner Hunton, Commissioner Pauly, and Commissioner Knuckles. Nays: None. Absent: Commissioner Lebeck, Commissioner Gunther, and Commissioner Colony. Abstain: None.

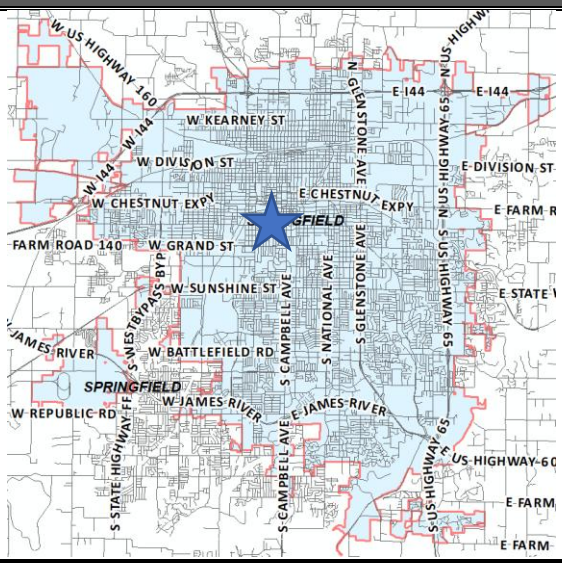
Bob Hosmer, AICP
Planning Manager

DEVELOPMENT REVIEW STAFF REPORT

PROJECT INFORMATION	
Case Number:	Conditional Use Permit No. 483
Location:	1027 East Walnut Street
Total Acres:	0.68 acres
Applicant:	McField LLC
Existing Land Use:	Vacant restaurant
Neighborhood Meeting:	July 24, 2025
Planning and Zoning Commission:	August 14, 2025
City Council:	September 8, 2025
Public Notification:	Mail, posted property, and legal in the Springfield News-Leader
Staff:	Michael Sparlin, Senior Planner, (417) 864-1091
Staff recommendation:	Staff recommends approval
Proposed motion:	I move to adopt the staff's responses in Attachment 2 to the staff report as the findings of fact and recommend approval of CUP 483 subject to the conditions listed in Attachment 1 to the staff report. (All commission motions are made in the affirmative.)
Required Vote:	A majority of those present (5 members are a quorum).

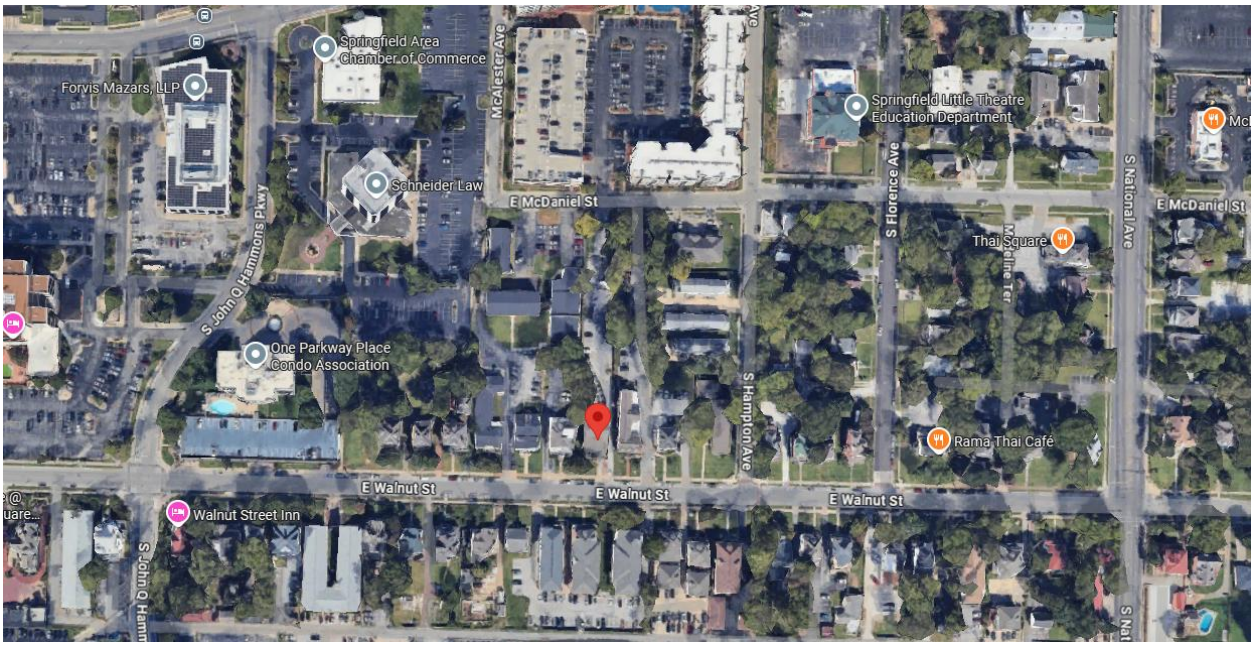
PROJECT SUMMARY:

Request to permit a restaurant as a Conditional Use Permit within a R-HD High Density Multi-Family Residential District and the Walnut Street Urban Conservation District No. 1, Area West, generally located at 1027 East Walnut Street.

LOCATION MAP	ZONING MAP
	

DEVELOPMENT REVIEW STAFF REPORT

GOOGLE AERIAL OF LANDMARKS, BUSINESSES, AND ATTRACTIONS:



GOOGLE MAPS STREET VIEW:

DEVELOPMENT REVIEW STAFF REPORT

PROPERTY HISTORY:

The subject property was approved a Conditional Use Permit for a restaurant in May 2006. The conditional use for the restaurant was discontinued or abandoned for a period of 12 consecutive months and now a conditional use permit must be granted by City Council to reestablished or resumed.

PLANNING AND ZONING COMMISSION AUTHORITY:

Sec. 36-363. – Conditional Use Permit

(1) *Purpose.* The conditional use permit procedure is designed to provide the planning and zoning commission and the city council with an opportunity for discretionary review of requests to establish or construct uses or structures which may be necessary or desirable in a zoning district, but which may also have the potential for a deleterious impact upon the health, safety, and welfare of the public. The purpose of the review is to determine whether the proposed location of the use or structure is appropriate and whether it will be designed and located to avoid, minimize, or mitigate any potentially adverse effects upon the community or other properties in its vicinity. The discretionary conditional use permit procedure is designed to enable the planning and zoning commission and the city council to impose conditions upon such uses and structures that are designed to avoid, minimize or mitigate potentially adverse effects upon the community or other properties in the vicinity of the proposed use or structure, and to deny requests for a conditional use permit when it is apparent that a proposed use or structure will or may cause harm to the community or injury to the value, lawful use and reasonable enjoyment of other properties in the vicinity of the proposed use or structure.

(8) *Period of validity.*

(a) No conditional use permit shall be valid for a period longer than 18 months from the date on which the city council grants the conditional use permit, unless within such 18 months period:

1. A building permit is obtained, and the erection or alteration of a structure is started; or
2. An occupancy permit is obtained, and the conditional use is commenced.

The city council may grant one additional extension not exceeding 18 months, upon written application, without notice or hearing provided such grant is approved by city council prior to the expiration of the original 18-month period. No additional extension shall be granted without complying with the notice and hearing requirements for an initial application for a conditional use permit. This additional extension shall be considered to have begun on the date of expiration of the original conditional use permit regardless of when this additional extension is granted by city council.

(b) When a conditional use is discontinued or abandoned for a period of 12 consecutive months (regardless of any reservation of an intent not to abandon or to resume such use), such use shall not thereafter be reestablished or resumed unless a new conditional use permit is granted by city council consistent with this section. The burden of proof shall be on the property owner to show that the conditional use has not been discontinued or abandoned for a period of 12 consecutive months or longer.

DEVELOPMENT REVIEW STAFF REPORT

COMPATIBILITY WITH COMPREHENSIVE PLAN:

The *Comprehensive Plan's Land Use & Development* chapter identifies the subject property within the Mixed-Use placetype.

Areas within the Mixed Use placetype function as activity centers that provide a mix of residential, shopping, services, office, entertainment, and dining options. These centers can also host small to moderate sized manufacturing, maker spaces, artisan shops, galleries, and music venues that contribute to innovation or themed entertainment districts. Depending on the existing character of the area and the vision identified, mixed use areas, districts, corridors, and developments can take on a very prescriptive or wide range of uses as well as design requirements.

The Mixed Use placetype is intended to accommodate existing districts and facilitate the creation of new districts and subareas. This placetype should be reserved for areas in Springfield that contain a diverse range of uses that would not fit into the other, more focused placetypes. These places can include vertically stacked or horizontally laid out mixed-use buildings, like Historic Commercial Street, or they can take the form of larger-scale mixed use developments, like Chesterfield Village or Galloway Village. Besides mixed-use buildings, this placetype can also include a mixture of primary and supporting uses on separate parcels.

The Mixed Use placetype can include small concentrations of neighborhood-serving businesses, along former streetcar routes. These areas can feature adaptive reuse of non-residential and residential buildings, like those located at the intersection of Cherry and Pickwick in the Rountree Neighborhood. Mixed Use placetypes also include evolving and planned districts or light manufacturing, warehousing, and artisan districts, like the Moon City Creative District or the Trafficway subarea.

Planning for Mixed Use placetypes should include the development of strategic plans to facilitate adoption of contextual regulations to support and implement an identified district or neighborhood vision. Planning should incorporate infrastructure improvements that prioritize the pedestrian and promote an integration of public spaces into private development and increase connectivity with adjoining neighborhoods, activity centers, or institutional and employment centers. Neighborhood planning efforts should identify incompatible uses that do not contribute positively to the adjoining neighborhood, such as industrial, storage, or auto-oriented commercial businesses.

LAND USES PRIMARY USES
- Multi-family
- Office, hospitality, retail sales and service
- Maker, artisan, and innovation spaces
- Entertainment

SUPPORTING USES
- Parks, greenways, and open space
- Government, healthcare, and institutional facilities
- Universities, colleges, and vocational schools

• Public and private schools and places of worship
• Low-intensity urban agriculture • Sports complexes and recreational facilities
• Single-family detached
• Single-family attached

CHARACTERISTICS TRANSPORTATION & INFRASTRUCTURE
• Transit service is prioritized with bus stops enhanced with shelters and live timetables.
• Pedestrian-friendly infrastructure is provided, like wide sidewalks, pedestrian-scaled lighting, waste receptacles, street trees, landscaping, and benches.
• Pedestrian and bicycle infrastructure, and micro-mobility are integrated.
• Best management practices for stormwater management are required in redevelopment projects and within public rights-of-way, such as permeable paving, rain gardens, green roofs, native landscaping, and other low impact design strategies.
• 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.
• Quality of place and identity is enhanced by preserving and planting trees and other landscaping. Green infrastructure help to calm traffic and double as streetscape elements.
• As technology, trends, and funds permit, utilities are buried or consolidated along rear property lines reducing conflicts with street trees, pedestrian infrastructure, and viewsheds.
• Road diets and streetscape improvements are made to better establish a “pedestrian-friendly” environment.
• Parking is located behind buildings or on-street and arranged to maximize shared parking between multiple uses.

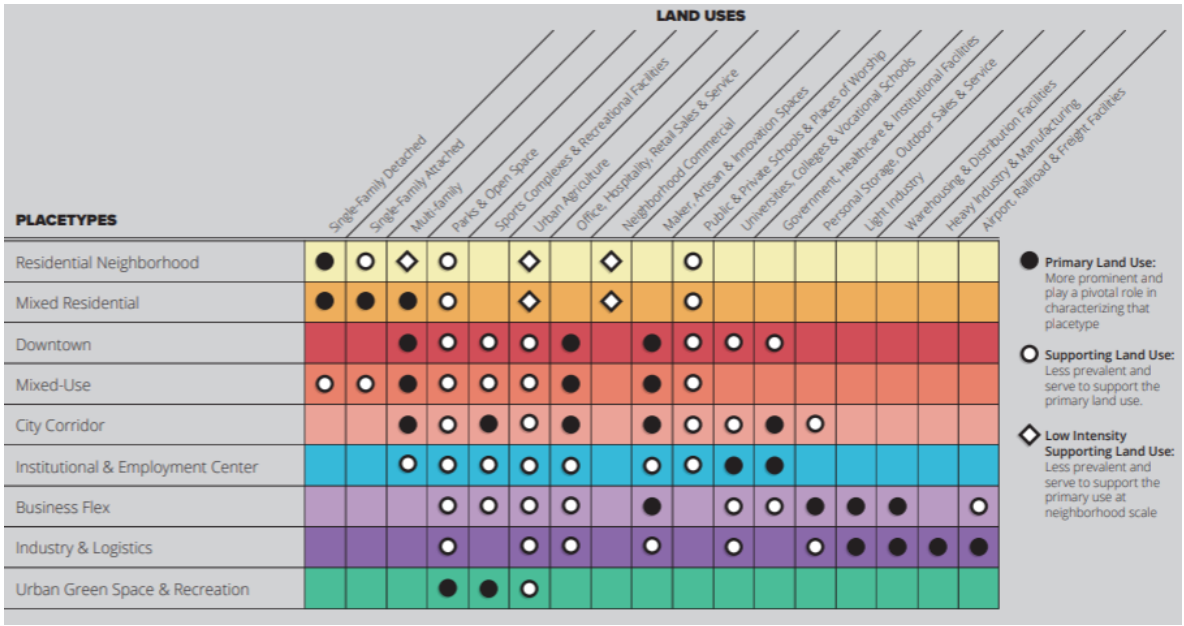
URBAN DESIGN - BUILDING AND SITE TYPOLOGY
• A mix of building types are present, including adaptive re-use of residential structures, with preference for preserving architecture and neighborhood fabric.
• Building heights are limited to three to four stories, or reduced to complement adjacent lower density residential patterns.
• Buildings are located at or close to the front property line with context-sensitive designs that emphasize the pedestrian and public realm.
• Lighting, landscaping, signage, mail, and delivery accommodations are incorporated into the site design.
• Sense of place is enhanced through streetscaping elements, like benches, pedestrian-scaled lighting, public art, and outdoor seating.
• Local art and cultural elements are incorporated into the streetscape to create a unique center representative of the surrounding residential neighborhood.

TRANSITIONS
• Locations appropriate for mixed use centers are identified through strategic planning process with clearly defined boundaries.
• Multifamily and single-family attached residential are integrated to buffer mixed use neighborhood nodes from surrounding lower intensity residential areas.
• Screening and buffering are provided between commercial uses and lower-density residential development.

• Strong connections to local universities, innovation districts, and neighborhoods are established through branding and connectivity.

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	CC COD 68	R-HD	R-HD	R-HD
LAND USE	Multi-family Complex	Multi-family residential	Office use	Commercial and multi-family residential
PLACETYPES	Downtown	Mixed-Use	Mixed-Use	Mixed-Use

DEVELOPMENT REVIEW STAFF REPORT

DEPARTMENT COMMENTS:

DEPARTMENT OF BUILDING DEVELOPMENT SERVICES:

No comments.

CITY UTILITIES:

No issues with the proposed CUP.

DEPARTMENT OF ENVIRONMENTAL SERVICES WASTEWATER MANAGEMENT DIVISION:

No objection to the CUP.

FIRE DEPARTMENT:

No comments.

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
1027 E Walnut St	Jordan Creek South 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. Site is existing impervious area.

WATER QUALITY REQUIREMENTS
N/A

FLOODPLAIN
N/A

NATURAL CHANNEL & STREAM BUFFERS
N/A

SINKHOLES & KARST FEATURES
N/A

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	E McDaniel St	Local	City	25	18	NA	No	Yes	No
Street 2	E Walnut St	Collector	City	30	30	4,500	Yes	Yes	Yes

ACCESS - All access to the development shall comply with current City of Springfield standards for the street classification.

TRAILS, BUS STOPS, AND ADDITIONAL INFORMATION - There are no Greenway Trails near the property. There are no bus stops near the property.

IMPROVEMENTS - No improvements are required for this conditional use permit. A traffic study is not required for this conditional use permit.

STAFF ANALYSIS AND RECOMMENDATION:

1. The applicant is requesting approval of a Conditional Use Permit for a restaurant as a Conditional Use Permit within the R-HD District and the Walnut Street Urban Conservation District No. 1, Area West, generally located at 1027 East Walnut Street.

2. The applicant is proposing to resume operation of a restaurant after it was discontinued. When a conditional use is discontinued or abandoned for a period of 12 consecutive months, the use shall not be reestablished or resumed unless a new conditional use permit is granted by City Council.

3. The applicant is not proposing any changes to the existing structure and site development. This property has a been used as a restaurant after the first conditional use permit was approved in May 2006.

4. All the applicant's property is currently zoned R-HD, High-Density Multi-Family Residential. The property is also within the Walnut Street UCD-West which permits the approval of a conditional use permit for restaurant uses provided they are in a contributing structure to the historic district, the existing structure is preserved and was built before January 1, 1940, and any exterior modifications are approved by the Landmarks Board.

5. Approval of this request will provide for continued use of the subject property which is already served with public infrastructure and services and is not expected to adversely impact the surrounding properties.

6. Staff has determined that the requested meets the standards for a Conditional Use Permit. The request is also in general alignment with the objectives and intent of the *Comprehensive Plan's* Mixed-Use Placetype and the Walnut Street Urban Conservation District.

STAFF RECOMMENDATION:

1. Staff recommends approval based on the proposal's general conformance to the *Comprehensive Plan's* Mixed-Use and based on the development's compliance with the standards of approval below (Attachment 1).

PLANNING AND ZONING OPTIONS:

The Planning and Zoning Commission shall make one of the following recommendations in connection with each proposed conditional use:

1. Recommend against the proposed conditional use,
2. Recommend approval of the proposed conditional use, or
3. Recommend approval of the proposed conditional use together with recommendations which, in the judgment of the Planning and Zoning Commission, will protect adjacent property and ensure that the proposed conditional use is consistent with the purpose and intent of this article.

ATTACHMENT 1
CONDITIONAL USE PERMIT NO. 482

1. The restaurant shall comply with all the standards listed in Attachment 2.

2. The restaurant shall be permitted in substantial conformance with Attachment 4.

3. All conditions of the Walnut Street Urban Conservation District-West, General Ordinance No. 5475, passed by City Council on July 11, 2005, shall be met.

4. All requirements of an approved Certificate of Appropriateness shall be met.

5. Any exterior modifications, site plan changes, and signage plans must be approved by the Springfield Landmarks Board.

6. The plans filed with the application for said use permit shall be followed and conform with all ordinances of the City of Springfield.

7. The location of structures, parking and drives shall be in substantial conformance with Attachment 4.

8. The driveway from Walnut Street shall be signed for "entrance only" with another sign in the parking lot indicating that it is not an exit.

9. All parking areas, if lighted, shall be so lighted as to direct and contain the lighting within the boundaries of the applicant's property.

10. Such use shall conform to the off-street parking, setback and yard requirements and other requirements of the Walnut Street Urban Conservation District-West.

11. The structure and the grounds shall be maintained in keeping with the Secretary of the Interior's Standards for Historic Preservation Projects and the Walnut Street Design Guidelines

DEVELOPMENT REVIEW STAFF REPORT

ATTACHMENT 2
STANDARDS FOR CONDITIONAL USE PERMIT NO. 482

Sec. 36-363 (10) Standards. An application for a Conditional Use Permit shall be granted only if evidence is presented at the public hearing which establishes the following:	Applicant's response:	Staff's response:
1. The proposed conditional use will be consistent with the adopted policies in the Springfield *Comprehensive Plan.*	The proposed conditional use of Ebbets Field, a commercial restaurant, is consistent with the adopted policies of the Springfield Comprehensive Plan, Forward SGF, which encourages the development of vibrant commercial areas that support local economic growth and provide convenient services to the community. Our location is in the heart of Springfield and the restaurant will enhance the liveliness of the area, contribute to local employment, and offer a gathering space that supports community engagement. We are committed to operating in a manner that aligns with the city's goals for sustainable development, neighborhood revitalization, and economic vitality.	The Comprehensive Plan encourages the preservation and use of neighborhood buildings. Additionally, this application will allow for a neighborhood servicing use within a vacant building.

Sec. 36-363 (10) Standards. An application for a Conditional Use Permit shall be granted only if evidence is presented at the public hearing which establishes the following:	Applicant's response:	Staff's response:
2. The proposed conditional use will not adversely affect the safety of the motoring public and of pedestrians using the facility and the area immediately surrounding the site.	The proposed conditional use of Ebbets Field, a commercial restaurant, will not adversely affect the safety of the motoring public or pedestrians in the area. The site will include clearly marked entrances and exits to promote smooth traffic flow and reduce congestion. Adequate on-site parking will be provided to prevent overflow into neighboring residential streets. Pedestrian access will be safe and convenient, with clearly defined walkways and lighting to enhance visibility at night. Additionally, deliveries will be scheduled during off-peak hours to avoid conflicts with customer traffic and minimize any disruption to the surrounding area.	Public Works – Traffic has reviewed the proposed conditional use and has determined that it will not adversely affect the safety of the using the facility or passing by.
3. The proposed conditional use will adequately provide for safety from fire hazards and have effective measures of fire control.	The proposed conditional use of Ebbets Field, a commercial restaurant, will comply with all applicable fire codes and safety regulations as required by the City of Springfield and the Springfield Fire Department. The building will be equipped with appropriate fire suppression systems, including a commercial kitchen hood	The Fire Department has reviewed the proposed conditional use and has not noted any concerns regarding fire safety and fire control measures.

Sec. 36-363 (10) Standards. An application for a Conditional Use Permit shall be granted only if evidence is presented at the public hearing which establishes the following:	Applicant's response:	Staff's response:
	system with fire suppression, fire extinguishers, smoke detectors, and, if required, a sprinkler system. All materials and equipment used will meet current safety standards, and staff will be trained in fire safety procedures. These measures will ensure the facility is adequately protected from fire hazards and prepared to respond effectively in the event of an emergency.	
4. The proposed conditional use will not increase the hazard to adjacent property from flood or water damage.	The proposed conditional use of Ebbets Field, a commercial restaurant, will not increase the risk of flood or water damage to adjacent properties. All construction and site improvements will comply with the City of Springfield's stormwater management regulations, including proper grading and drainage design. Any necessary stormwater systems—such as gutters, drains, or detention areas—will be installed to ensure water is effectively managed on-site and does not impact neighboring properties. The project will be reviewed and approved by the appropriate	Public Works – Stormwater has reviewed the proposed conditional use and has no issues with the proposed conditional use.

Sec. 36-363 (10) Standards. An application for a Conditional Use Permit shall be granted only if evidence is presented at the public hearing which establishes the following:	Applicant's response:	Staff's response:
	city departments to ensure full compliance with floodplain and drainage standards.	
5. The proposed conditional use will not have noise characteristics that exceed the sound levels that are typical of uses permitted as a matter of right in the district.	While the proposed conditional use of Ebbets Field, a commercial restaurant, will include outdoor seating, live music, and extended hours of operation, all necessary steps will be taken to ensure that noise levels remain consistent with the expectations for the R-HD district and do not negatively impact nearby residents. Outdoor music will be limited in volume and conclude at a designated hour to comply with the City of Springfield's noise ordinance. The layout of the patio and placement of speakers will be designed to direct sound away from residential areas, and barriers or sound-dampening features will be used as needed. Additionally, live music performances will follow a set schedule, and management will actively monitor sound levels to remain within acceptable	Staff does not have any concerns pertaining to the anticipated noise levels associated with the proposed restaurant.

Sec. 36-363 (10) Standards. An application for a Conditional Use Permit shall be granted only if evidence is presented at the public hearing which establishes the following:	Applicant's response:	Staff's response:
	limits. These measures will ensure that the restaurant's noise characteristics do not exceed those typical of permitted uses in the district and maintain neighborhood compatibility.	
6. The glare of vehicular and stationary lights will not affect the established character of the neighborhood, and to the extent such lights will be visible from any residential district, measures to shield or direct such lights to eliminate or mitigate such glare are proposed.	The proposed conditional use of Ebbets Field, a commercial restaurant, will include string lighting on the back patio and lighting in the rear parking lot to enhance both ambiance and safety. All lighting will be carefully designed to minimize glare and avoid negatively affecting adjacent residential properties. The string lights will be soft, warm-toned, and shielded as needed to direct illumination downward and inward toward the patio area, preventing unnecessary light spillover. Parking lot lighting will use full cut-off, downward-facing fixtures to enhance pedestrian and vehicle safety while avoiding direct glare into neighboring homes. All lighting will comply with the City of Springfield's lighting and zoning requirements, and additional landscaping or physical screening will be	All future stationary lighting will be required to be meet the requirements and limitations of Section 36-484, Exterior lighting.

Sec. 36-363 (10) Standards. An application for a Conditional Use Permit shall be granted only if evidence is presented at the public hearing which establishes the following:	Applicant's response:	Staff's response:
	used where appropriate to further reduce light visibility from nearby residences. These measures will ensure that the lighting supports safe operations without disrupting the established residential character of the neighborhood.	
7. The location, lighting, and type of signs and the relationships of signs to traffic control is appropriate for the site.	The proposed signage for Ebbets Field, a commercial restaurant, will include an adjacent street sign and a wall-mounted sign. All signage will comply with the Landmark Board and City of Springfield's sign code regarding size, placement, and illumination. The street sign will be positioned to ensure visibility without obstructing sight lines or conflicting with traffic control devices. The wall-mounted sign will be appropriately scaled to the building's façade and externally or internally illuminated with shielded lighting to reduce glare. Overall, the signage will enhance visibility for patrons while maintaining safety, neighborhood compatibility, and a respectful presence within the residential setting.	City staff does not have any concerns regarding future signage. Signage will be required to meet city code.

Sec. 36-363 (10) Standards. An application for a Conditional Use Permit shall be granted only if evidence is presented at the public hearing which establishes the following:	Applicant's response:	Staff's response:
8. Such signs will not have an adverse effect on any adjacent properties.	The proposed signage for Ebbets Field, a commercial restaurant—including the street sign and wall-mounted sign—will not have an adverse effect on adjacent properties. All signs will be appropriately sized and positioned to prevent visual clutter or obstruction and will use lighting that is shielded and directed solely at the signage surface to avoid light spillover. The overall signage plan is designed to provide clear identification of the business while preserving the character and visual comfort of the surrounding residential properties. Compliance with Springfield's sign regulations will ensure the signage remains tasteful and non-intrusive to neighboring uses.	All future signage must comply with the requirements and limitations of Section 36-454, Signs.

Sec. 36-363 (10) Standards. An application for a Conditional Use Permit shall be granted only if evidence is presented at the public hearing which establishes the following:	Applicant's response:	Staff's response:
9. The street right-of-way and pavement width in the vicinity is or will be adequate for traffic reasonably expected to be generated by the proposed use.	The right-of-way and pavement widths surrounding the site are adequate for the traffic reasonably expected to be generated by the proposed conditional use of Ebbets Field, a commercial restaurant. Walnut Street has a compliant 30-foot right-of-way and meets current city standards, requiring no modifications, as confirmed by the City's GIS report. While McDaniel Street has a narrower right-of-way at 17.5 feet—7.5 feet below the current standard—no encroachments are proposed, and existing parking arrangements will remain unchanged. Traffic volumes associated with the restaurant are consistent with the site's historical use and will not exceed the capacity of the surrounding street network. Driveway locations and curb cuts will remain as previously configured, with entry from Walnut Street and exit to McDaniel Street, ensuring a safe and manageable flow of traffic.	As noted by Public Works – Traffic, there are no concerns at this time regarding the proposal's impact on traffic in the area; however, Traffic has noted that existing asphalt parking lot within the public right-of-way must be completely removed and restored with grass, and curb and gutter.
10. The proposed conditional use will not have any substantial or undue	The proposed conditional use of he reopening of Ebbets Field, a commercial	Staff does not anticipate that the proposed development will adversely impact or be

Sec. 36-363 (10) Standards. An application for a Conditional Use Permit shall be granted only if evidence is presented at the public hearing which establishes the following:	Applicant's response:	Staff's response:
adverse effect upon, or will lack amenity or will be incompatible with, the use or enjoyment of adjacent and surrounding property, the character of the neighborhood, traffic conditions, parking, utility facilities, and other matters affecting the public health, safety and general welfare.	restaurant is consistent with the property's historical use and will not introduce any new adverse effects on surrounding properties or the character of the neighborhood. There will be no increase in traffic generation or parking demand beyond what has previously existed, and the current right-of-way and facilities remain sufficient to support continued use without issue. Existing infrastructure operates within capacity, and the reopening will not place any additional burden on city services. This use maintains the established conditions of the site, supports local economic activity, and aligns with community standards. The proposed reopening meets all applicable criteria by preserving existing conditions, avoiding undue adverse impacts, and promoting public health, safety, and welfare.	incompatible with the surrounding property.
11. The proposed conditional use will be constructed, arranged and operated so as not to dominate the immediate vicinity or to interfere with the development and use of	The proposed conditional use of Ebbets Field, a commercial restaurant, will be constructed, arranged, and operated in a way that does not dominate the immediate vicinity or	The standards of the Zoning Ordinance adequately address these issues. This application is consistent with the purpose of the adaptive use of nonresidential structures that could otherwise be a blight on

Sec. 36-363 (10) Standards. An application for a Conditional Use Permit shall be granted only if evidence is presented at the public hearing which establishes the following:	Applicant's response:	Staff's response:
neighboring property in accordance with the applicable district regulations. In determining whether the proposed conditional use will so dominate the immediate neighborhood, consideration shall be given to: a. The location, nature and height of buildings, structures, wall and fences on the site; and b. The nature and extent of landscaping and screening on the site.	interfere with the development and use of neighboring properties in accordance with R-HD district regulations. A. The existing building will maintain its current scale, height, and orientation, ensuring it remains compatible with surrounding residential and commercial structures. No major structural additions are proposed. B. Landscaping on the property has been neglected over the past 18 months, and we plan to enhance it significantly as part of the reopening. These improvements will include fresh plantings, maintenance of existing greenery, and added screening where appropriate to provide visual buffering and contribute to a more inviting streetscape. These efforts will ensure the site remains integrated with the neighborhood in both form and function.	the neighborhood if left vacant and are not maintained.
12. The proposed conditional use, as shown by the application, will not destroy, damage, detrimentally modify or interfere with the enjoyment	The proposed conditional use of Ebbets Field, a commercial restaurant, will not destroy, damage, or detrimentally modify any significant natural	It is not expected that the proposed development will negatively affect any significant natural topography or physical features.

Sec. 36-363 (10) Standards. An application for a Conditional Use Permit shall be granted only if evidence is presented at the public hearing which establishes the following:	Applicant's response:	Staff's response:
and function of any significant natural topographic or physical features of the site.	topographic or physical features of the site. The property is already fully developed and has been used commercially for many years. No grading, excavation, or alteration to the land's natural contours is proposed. All improvements and operations will occur within the existing footprint of the site, preserving any remaining natural features and maintaining the existing physical layout. As such, the enjoyment and function of the site's topography and physical characteristics will remain intact and unaffected by the proposed use.	
13. The proposed conditional use will not result in the destruction, loss or damage of any natural, scenic or historic feature of significant importance.	The proposed conditional use of Ebbets Field, a commercial restaurant, will not result in the destruction, loss, or damage of any natural, scenic, or historic feature of significant importance. The restaurant is located within a designated historical urban district, and all operations will respect the architectural and cultural character of the surrounding area. No structural changes are proposed that would alter the existing	The applicant's response adequately addresses this condition.

Sec. 36-363 (10) Standards. An application for a Conditional Use Permit shall be granted only if evidence is presented at the public hearing which establishes the following:	Applicant's response:	Staff's response:
	building's appearance or disrupt the historic fabric of the district. Improvements will focus on maintenance, restoration, and enhancement of the site's existing features, including landscaping and signage, in a manner consistent with the district's visual and historic standards. The reopening will contribute to the vitality of the area while preserving its unique historical identity.	
14. The proposed conditional use otherwise complies with all applicable regulations of the Article, including lot size requirements, bulk regulations, use limitations and performance standards.	The proposed conditional use of Ebbets Field, a commercial restaurant, fully complies with all applicable regulations outlined in this Article, including lot size requirements, bulk regulations, use limitations, and performance standards. The site is appropriately zoned for the conditional use being requested and meets or exceeds all dimensional and operational standards set forth in the R-HD zoning district. No variances are being sought, and all proposed improvements and operations will remain within the bounds of permitted thresholds. The use will operate in a manner that aligns with the city's	The proposed use complies with applicable regulations regarding lot size, bulk regulations, use limitations and performance standards.

Sec. 36-363 (10) Standards. An application for a Conditional Use Permit shall be granted only if evidence is presented at the public hearing which establishes the following:	Applicant's response:	Staff's response:
	planning goals and zoning intent while maintaining compatibility with surrounding development.	
15. The proposed conditional use at the specified location will contribute to or promote the welfare or convenience of the public.	The proposed conditional use of Ebbets Field, a commercial restaurant, will promote the welfare and convenience of the public by reactivating a well-known commercial space with offerings that directly serve the community. The restaurant will provide live music, late-night dining, and community events that foster social engagement and enhance the cultural vibrancy of the area. These offerings will create a welcoming environment for both residents and visitors, supporting neighborhood identity and strengthening local economic activity. By reopening within an established commercial footprint in a historical urban district, the use contributes positively to the public realm while aligning with Springfield's goals for accessible, community-oriented spaces.	The applicant's response adequately addresses this condition.

Sec. 36-363 (10) Standards. An application for a Conditional Use Permit shall be granted only if evidence is presented at the public hearing which establishes the following:	Applicant's response:	Staff's response:
16. Off-street parking and loading areas will be provided in accordance with the standards set out in 36-455, 36-456 and 36-483 of this Article, and such areas will be screened from any adjoining residential uses and located so as to protect such residential uses from any injurious effect.	Off-street parking and loading areas for the proposed conditional use of Ebbets Field, a commercial restaurant, will be provided in full compliance with the standards set forth in Sections 36-455, 36-456, and 36-483 of the Article. The parking facilities are designed to meet or exceed required capacity to accommodate patrons and staff without overflow onto adjacent residential streets. Loading areas will be strategically located to minimize any disruption to the surrounding neighborhood. Additionally, all parking and loading zones adjacent to residential properties will be effectively screened through the use of landscaping, fencing, and appropriate lighting to mitigate noise, light, and visual impacts. These measures will ensure that residential uses are protected from any injurious effects related to parking and loading operations.	The development will be subject to these standards of the Zoning Ordinance.

Sec. 36-363 (10) Standards. An application for a Conditional Use Permit shall be granted only if evidence is presented at the public hearing which establishes the following:	Applicant's response:	Staff's response:
17. Adequate access roads or entrance or exit drives will be provided and will be designed so as to prevent traffic hazards and to minimize traffic congestion in public streets and alleys.	Adequate access drives will be provided for the proposed conditional use of Ebbets Field, a commercial restaurant, with a single entrance located on Walnut Street and a single exit onto McDaniel Street. This design is intended to efficiently manage traffic flow, prevent congestion, and reduce potential traffic hazards on surrounding public streets. The entrance and exit points comply with City of Springfield standards for safety and spacing, ensuring clear visibility and safe turning movements. This access arrangement will minimize traffic impacts on the neighborhood while providing convenient ingress and egress for patrons and deliveries.	Public Works Traffic Division has reviewed the proposed site plan and has determined that it will not create these hazards.
18. The vehicular circulation elements of the proposed application will not create hazards to the safety of vehicular or pedestrian traffic on or off the site, disjointed vehicular or pedestrian circulation paths on or off the site, or undue interference and inconvenience to vehicular and pedestrian travel.	The vehicular circulation plan for the proposed conditional use of Ebbets Field, a commercial restaurant, has been carefully designed to ensure safe and efficient movement of both vehicles and pedestrians on and off the site. A single entrance from Walnut Street and a separate exit onto McDaniel Street will promote smooth traffic flow and reduce	Public Works Traffic Division has reviewed the proposed site plan and has determined that it will not create these hazards with the traffic access controls that are required with this Conditional Use.

Sec. 36-363 (10) Standards. An application for a Conditional Use Permit shall be granted only if evidence is presented at the public hearing which establishes the following:	Applicant's response:	Staff's response:
	conflicts. Pedestrian pathways will be clearly defined and separated from vehicular routes to enhance safety and prevent disjointed circulation. To further improve safety and reduce vehicle speeds within the off-street parking lot, speed bumps will be installed. Adequate lighting and signage will guide both vehicular and pedestrian traffic safely throughout the site. These measures collectively minimize interference and inconvenience while maintaining a safe environment.	
19. The proposed use, as shown by the application, will not interfere with any easements, roadways, rail lines, utilities and public or private rights-of-way.	The proposed conditional use of Ebbets Field, a commercial restaurant, will not interfere with any existing easements, roadways, rail lines, utilities, or public or private rights-of-way. All operations and improvements will remain within the boundaries of the existing property and will not encroach upon or obstruct any dedicated access or utility corridors. The site has been previously developed and used commercially without issue, and the reopening	No known interference with any public rights of way or easements are known

Sec. 36-363 (10) Standards. An application for a Conditional Use Permit shall be granted only if evidence is presented at the public hearing which establishes the following:	Applicant's response:	Staff's response:
	will maintain existing conditions without introducing new conflicts. Coordination with relevant utility providers and city departments will ensure continued compliance with all applicable access and easement requirements.	
20. In the case of existing structures proposed to be converted to uses requiring a conditional use permit, the structures meet all fire, health, building, plumbing and electrical requirements of the City of Springfield.	The existing structure proposed for this conditional use of Ebbets Field, a commercial restaurant, will meet all applicable fire, health, building, plumbing, and electrical requirements as set forth by the City of Springfield. Prior to reopening, the building will undergo all necessary inspections, updates, and approvals to ensure full compliance with current codes and safety standards. Any deficiencies identified will be addressed as part of the reactivation process. The property will be brought up to date in coordination with city departments to ensure a safe, code-compliant environment for both patrons and staff.	The development is required to adhere to all standards of the Zoning Ordinance and other applicable ordinances.
21. The proposed conditional use will be served adequately by essential public facilities and services such as	The proposed conditional use of Ebbets Field, a commercial restaurant, will be adequately served by all essential public facilities	This property is already served with public infrastructure and services.

Sec. 36-363 (10) Standards. An application for a Conditional Use Permit shall be granted only if evidence is presented at the public hearing which establishes the following:	Applicant's response:	Staff's response:
highways, streets, parking spaces, police and fire protection, drainage structures, refuse disposal, water and sewers, and schools; or that the persons or agencies responsible for the establishment of the proposed use will provide adequately for such services.	and services. The site has direct access to public streets and includes sufficient off-street parking to accommodate patrons and staff. Police and fire protection are readily available within the service area, and the property is connected to existing public water, sewer, and drainage infrastructure, all of which are operating within capacity. Refuse disposal will be managed through a private provider in accordance with city standards. No impact on schools is anticipated, as the use is commercial in nature. All services necessary to support the use are either in place or will be coordinated through the appropriate agencies to ensure full and continued adequacy.	

AFFIDAVIT OF NEIGHBORHOOD NOTIFICATION AND MEETING SUMMARY

1. Conditional Use Permit for: 1027 E Walnut St Springfield, MO 65806
2. Meeting Date & Time: 7/24/25 @ 4:00pm - 6:30pm
3. Meeting Location: 1027 E Walnut St Springfield, MO 65806
4. Number of invitations that were sent: 90
5. How was the mailing list generated: Planning & Development Department
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 of the issues to be resolved to the neighborhood's satisfaction; however, the developer must explain why the issues cannot be resolved.)

- want to see certain food items from previous menus
  - we hope to make everyone happy by incorporating the old menus into the new menus

8. List or attach the written comments and how you plan to address any issues:

N/A

I, Sydney Davis (*print name*), attest that the neighborhood meeting was held on 7/24/25 (*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."

Sydney Davis
Signature of person completing affidavit

Sydney Davis
Printed name of person completing affidavit

Neighborhood Meeting
Sign-In Sheet

Date: 07/24/2025	**Meeting Type: Conditional Use Permit**
Time: 4:00-6:30PM	**Purpose: The reopening of Ebbets Field under new ownership**
Location: 1027 E Walnut St	

	First & Last Name	Address	Phone Number	Email
1	ANDY COLLINS	215 E WALNUT	417-374-5356	acollins@mothersbrewing.c
2	Erica Harris	1033/1041 E. Walnut	417.831.2327	eharris@childadvocacycenter.org
3	Kim Wells	1015 E Walnut	417-1004-9698	irishgirl0298@hotmail.com
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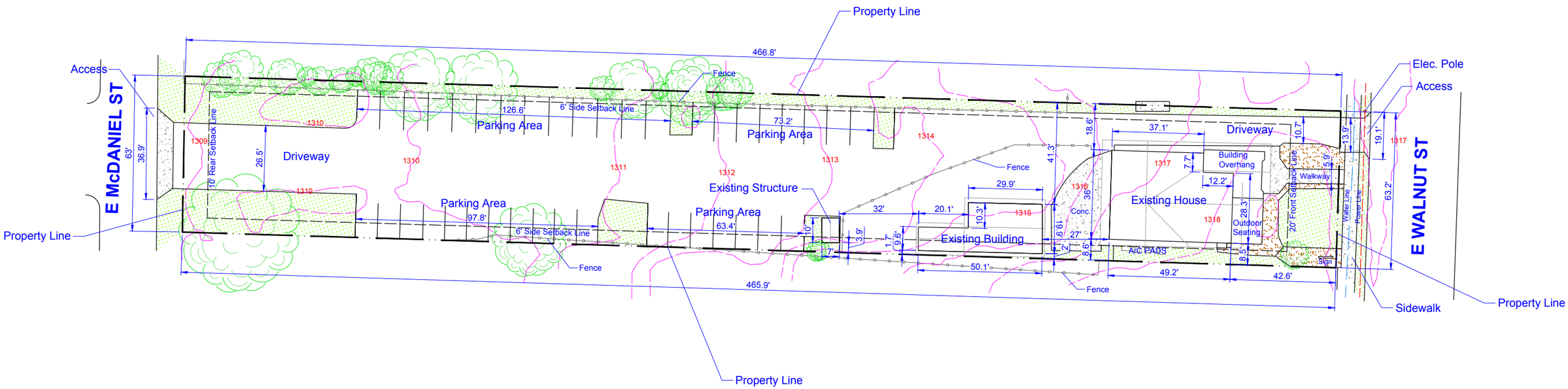
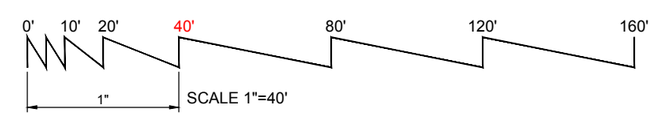
Attachment 4



Vicinity Map. Not to Scale



1027 E WALNUT ST **SPRINGFIELD, MO 65806**	Scale:1"=40'	Date:06-28-2025 Size:11"x17"	Sheet 1 of 1

Parcel No. (APN)	1324113113
Land Use	COMMERCIAL RESTAURANT, BAR, FOOD SERVICES
Buildings	1 Building
Lot Area	29,621 SF (0.68 ACRES)
Zoning Code	R-HD / UCD 1 WA
Totoal Impervious Surface	23,188 SF 78.28%

THIS IS NOT A LEGAL SURVEY, NOR IS IT INTENDED TO BE OR REPLACE ONE

This work product represents only generalized locations of features, objects or boundaries and should not be relied upon as being legally authoritative for the precise location of any feature, object or boundary.

EXPLANATION TO COUNCIL BILL 2025-196 (JENSON)

FILED: 09/10/2025

ORIGINATING DEPARTMENT: Planning and Development

TITLE: A general ordinance amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning approximately 3.14 acres of property generally located at 5585 South Robberson Avenue from GR, General Retail District, to Planned Development No. 393; and adopting an updated Official Zoning Map. (By: Springfield Land & Development Co LLC; 5585 South Robberson Avenue; Planned Development No. 393.)

PURPOSE: Amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning approximately 3.14 acres of property generally located at 5585 South Robberson Avenue from GR, General Retail District, to Planned Development No. 393 (Staff and Planning and Zoning Commission recommend approval).

BACKGROUND INFORMATION:

PLANNED DEVELOPMENT NUMBER NO. 393

The applicant is requesting to rezone approximately 3.14 acres of property generally located at 5585 South Robberson Avenue from GR, General Retail to Planned Development No. 393. The applicant is proposing a stand-alone multi-family development while also maintaining commercial and retail uses. The GR district only allows multi-family residential when there is a commercial use frontage.

REMARKS: The Planning and Zoning Commission held a public hearing on, August 14, 2025, and recommended to approve the application, by a vote of 5 to 0. Commissioner Doennig abstained. 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 3.14 acres of property generally located at 5585 South Robberson Avenue from GR, General Retail to Planned Development No. 393. The applicant is proposing a stand-alone multi-family development while also maintaining commercial and retail uses. The GR district only allows multi-family residential when there is a commercial use frontage.

2. The *Comprehensive Plan's Land Use & Development* chapter identifies the subject property as the City Corridor neighborhood 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.

3. Multi-family uses are listed as a primary use in the City Corridor placetype.

4. The R-MD District is intended to accommodate multi-family developments at densities up to approximately twenty-nine (29) dwelling units per acre. The applicant is requesting a maximum of twenty-four (24) dwelling units per acre. This density has been determined to be appropriate for this area based on an assessment completed under the Revised Multi-Family Development Location and Design Guidelines. That assessment resulted in a density of 21 to 24 dwelling units per acre. Further analysis of the proposed development under the Revised Multi-Family Development Location and Design Guidelines is attached (Attachment 1). The development must be in substantial conformance to the attached site plan (Exhibit 2).

5. The subject property has access to City Utilities infrastructure, and any necessary extension of such services can be provided via City Utilities' extension policy.

6. The subject property has access to public sewer.

7. There are few changing conditions in the area affected that make the proposed rezoning necessary.

8. The range of uses in the proposed Planned Development is compatible with the uses permitted on other property in the immediate vicinity. There are both commercial and retail uses to the north and south of the subject property. Multi-family uses are east of the subject property.

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. With the proposed PD improvements, Traffic supports the request.

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.

13. The proposed rezoning was reviewed by City departments and comments are contained in the staff report (above).

14. The public notice was advertised in the Daily Events 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:

Attachments:
1. PD 393 - 5585 South Robberson Avenue
2. PD 393_exhA
3. PD 393_exhB
4. PD 393_exhC

One-rdg. _____
P. Hrngs. X
Pgs. 30
Filed: 09-02-25

Sponsored by: Jenson

First Reading: _____ Second Reading: _____

COUNCIL BILL 2025-196 GENERAL ORDINANCE _____

AN ORDINANCE

AMENDING the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning approximately 3.14 acres of property generally located at 5585 South Robberson Avenue from GR, General Retail District, to Planned Development No. 393; and adopting an updated Official Zoning Map.

_____

WHEREAS, an application has been filed for a zoning change of the property generally located at 5585 South Robberson Avenue, and more particularly described in "Exhibit A," attached hereto and incorporated herein by this reference, from GR, General Retail District, to Planned Development No. 393; and

WHEREAS, following proper notice, a public hearing was held before the Planning and Zoning Commission on August 14, 2025, 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 recommended approval by a vote of 5 to 0; and

WHEREAS, the City has reviewed the applicant's request and prepared a staff report concerning the application, a copy of which being attached hereto and incorporated herein as "Exhibit C"; and

WHEREAS, proper notice was given of a public hearing before City Council and said hearing was held in accordance with law.

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

Section 1 – The property described in "Exhibit A" is hereby rezoned from GR, General Retail District, to Planned Development No. 393. Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' is hereby amended, changed, and modified consistent with this Ordinance.

Section 2 – The property described in “Exhibit A” of this Ordinance shall be subject to the requirements and standards included in “Exhibit C – Exhibit 1,” and these requirements and standards shall govern and control the use and development of the land in Planned Development No. 393.

Section 3 – 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 Springfield Land Development Code, Section 36-306, ‘Official zoning maps and rules of interpretation.’

Section 4 – 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 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

EXHIBIT A
LEGAL DESCRIPTION

All of Lot 7, Seville Square II, an Administrative Replat of Lot 2 Phase III and Lot 2 Phase Iv of Seville Square Subdivision, Springfield, Greene County, Missouri, according to the plat thereof recorded August 16, 2016 in Book 2016 at Page 032614-16 in the Office of the Recorder of Deeds for Greene County, Missouri.

EXHIBIT B
RECORD OF PROCEEDINGS

Planning and Zoning Commission – August 14, 2025

Planned Development 393
5585 South Robberson Avenue
Applicant: Springfield Land and Development Co., LLC

Mr. Sparlin states that this is a request to rezone approximately 3.14 acres of property from GR, General Retail to Planned Development No. 393.

Mr. Doennig opened the public hearing.

Mr. Geoff Butler, 4449 E. Valley Water Mill representing the applicant stated that GR, General Retail requires multi-family to be above and behind commercial, but they will be eliminating the commercial use as requested by the developer.

Mr. Doennig closed the public hearing.

COMMISSION ACTION:
Planning and Zoning Commissioner Pauly moved to approve Planned Development 393; Commissioner Hunton seconded the motion. It **Passed** with the following vote: Ayes: Commissioner Ridge, Commissioner Scott, Commissioner Hunton, Commissioner Pauly, and Commissioner Knuckles. Nays: None. Absent: Commissioner Lebeck, Commissioner Gunther, and Commissioner Colony. Abstain: Commissioner Doennig.

Bob Hosmer, AICP
Planning Manager

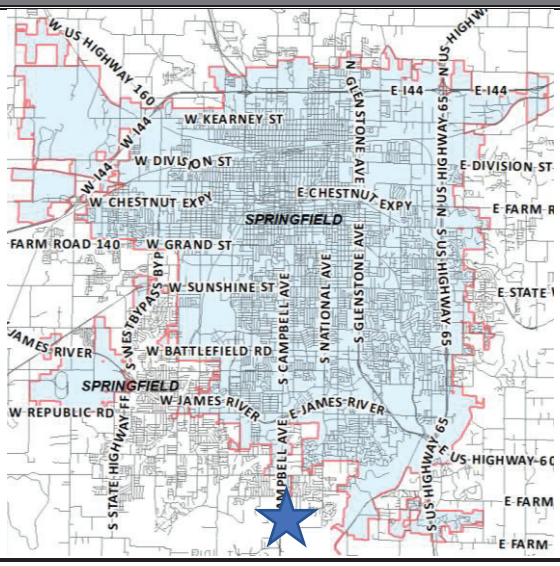
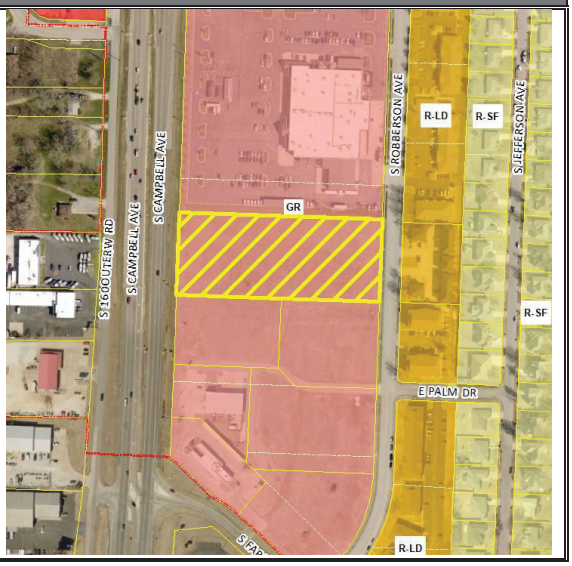
DEVELOPMENT REVIEW STAFF REPORT

PROJECT INFORMATION

Case Number:	Planned Development No. 393
Location:	5585 South Robberson Avenue
Total Acres:	3.14 acres
Applicant:	Springfield Land & Development Co LLC
Existing Land Use:	Undeveloped land
Neighborhood Meeting:	July 22, 2025
Planning and Zoning Commission:	August 14, 2025
City Council:	September 8, 2025
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 Planned Development No. 393 (All commission motions are made in the affirmative).
Required Vote:	A majority of those present (5 members are a quorum).

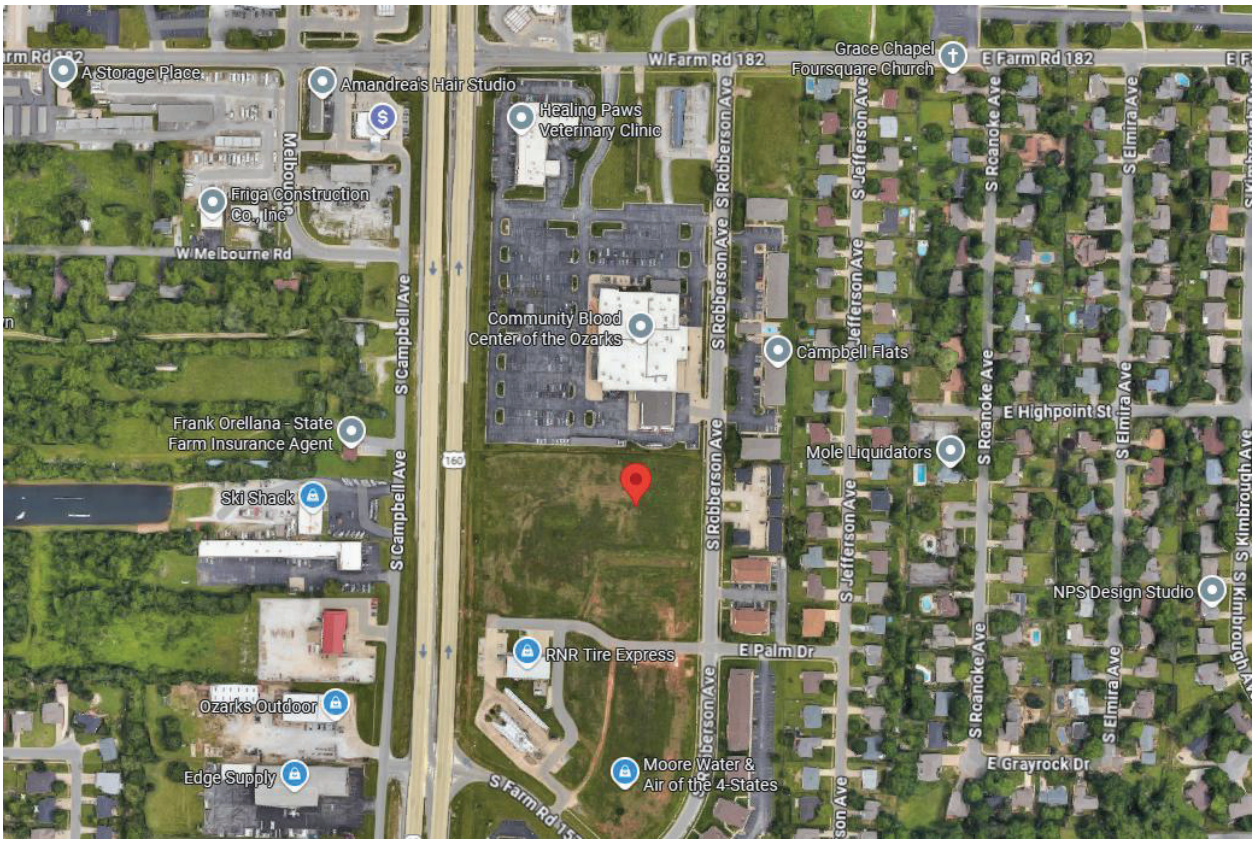
PROJECT SUMMARY:

Request to rezone approximately 3.14 acres of property generally located at 5535 South Robberson Avenue from GR, General Retail to Planned Development No. 393.

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 1998 and rezoned to the GR district in 1999.

PLANNING AND ZONING COMMISSION AUTHORITY:

Sec. 36-367. – Amendments

(7) Findings by the commission.

(a) Rezonings. If the application is for a reclassification of property to a different zoning district classification on the zoning map, the report of the planning and zoning commission may consider:

1. Whether the proposed zoning district classification is consistent with the Springfield Comprehensive Plan;
2. Whether there are any changed or changing conditions in the area affected that make the proposed rezoning necessary;
3. Whether the range of uses in the proposed zoning district classification are compatible with the uses permitted on other property in the immediate vicinity;
4. Whether adequate utility and sewer and water facilities exist or can be provided to serve the uses that would be permitted on the property if it were rezoned;
5. The impact the uses, which would be permitted if the property were rezoned, will have upon the volume of vehicular and pedestrian traffic and traffic safety in the vicinity;
6. Whether the proposed rezoning would correct an error in the application of this article as applied to the subject property;
7. Whether a reasonably viable economic use of the subject property will be precluded if the proposed rezoning is denied; and
8. Information submitted at the public hearing.

ZONING ORDINANCE REQUIREMENTS:

CODE ITEM	REQUIREMENTS FOR PD 393
Minimum Yard Requirements	See Exhibit 1.
Maximum Structure Height	None, a 30-degree bulk plane from R-SF or R-TH district
Minimum Open Space	Not less than 20 percent.
Buffering and Landscaping	See Exhibit 1.

COMPATIBILITY WITH COMPREHENSIVE PLAN

PLACETYPE:

The *Comprehensive Plan's Land Use & Development* chapter identifies the subject property as the City Corridor neighborhood 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.

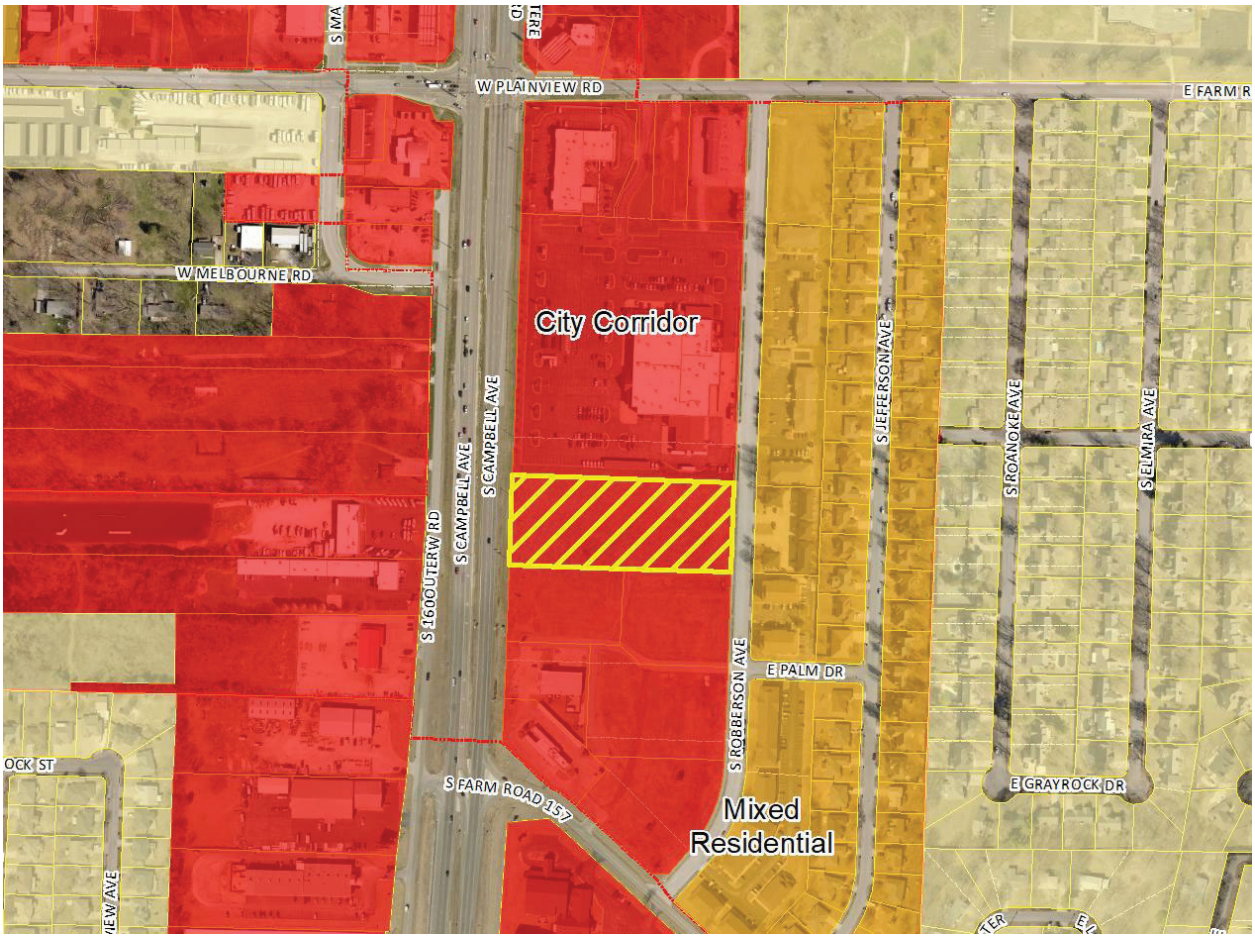
- Use of quality materials, construction methods, workmanship, and design should be incorporated into new development and redevelopment.
- A mix of building heights is supported through structured site and building design strategies to soften the impact on adjacent lower intensity residential development.
- 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.

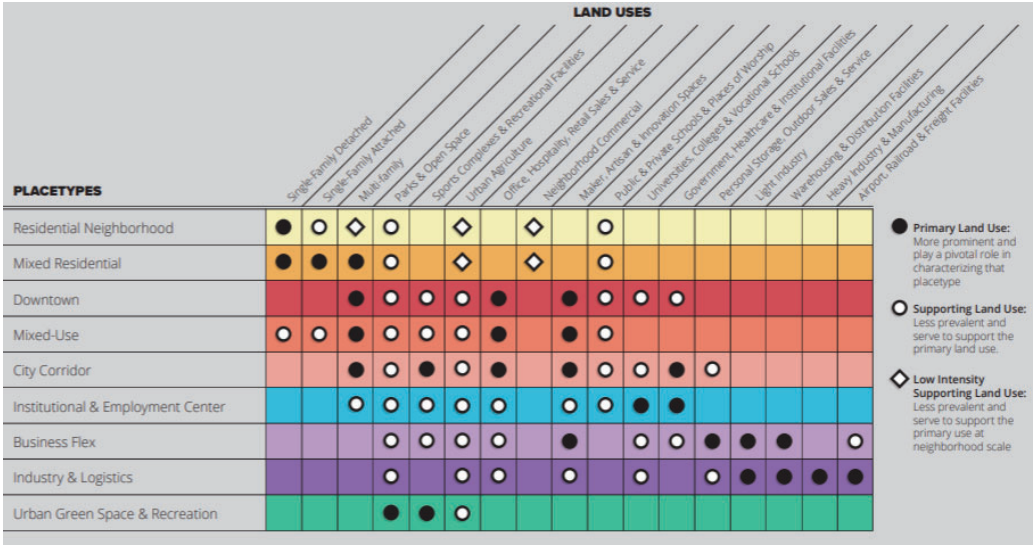
TRANSITIONS:

- 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	GR	GR	R-LD	County C-2
LAND USE	Community Blood Center of the Ozarks	Undeveloped Land	Multi-family	Commercial and retail uses
PLACETYPES	City Corridor	City Corridor	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 issues or conflicts with public sewer.

FIRE DEPARTMENT:

No objections to rezoning.

DEPARTMENT OF PUBLIC WORKS TRAFFIC ENGINEERING DIVISION:

	Street Name	Street Classification	Jurisdiction	ROW from Centerline (ft.)		Traffic Count (vehicles per day)	On-Street Parking	Sidewalk	
				Required	Existing			Required	Existing
Street 1	Robberson Ave	Local	MoDOT	25	30	NA	No	Yes	Yes
Street 2	Campbell Ave	Secondary Arterial	City	65	85	45,000	No	No	No

ACCESS - All access to the development shall be per current City of Springfield standards for the street classification.

TRAILS, BUS STOPS, AND ADDITIONAL INFORMATION - There are no Greenway Trails near the property. There are no bus stops near the property.

IMPROVEMENTS - No improvements are required for this Planned Development. A traffic study is not required for this Planned Development.

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
5585 S Robberson Ave	Ward Branch	No, Existing Flood Control	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. Seville Square PH2 has a regional basin for Flood Control only. New development must drain to the S Robberson Ave storm sewer.

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

N/A

STAFF ANALYSIS AND RECOMMENDATION:

1. The applicant is requesting to rezone approximately 3.14 acres of property generally located at 5535 South Robberson Avenue from GR, General Retail to Planned Development No. 393. The applicant is proposing a stand-alone multi-family development while also maintaining commercial and retail uses. The GR district only allows multi-family residential when there is a commercial use frontage.

2. The *Comprehensive Plan's Land Use & Development* chapter identifies the subject property as the City Corridor neighborhood 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.

3. Multi-family uses are listed as a primary use in the City Corridor placetype.

4. The R-MD District is intended to accommodate multi-family developments at densities up to approximately twenty-nine (29) dwelling units per acre. The applicant is requesting a maximum of twenty-four (24) dwelling units per acre. This density has been determined to be appropriate for this area based on an assessment completed under the

Revised Multi-Family Development Location and Design Guidelines. That assessment resulted in a density of 21 to 24 dwelling units per acre. Further analysis of the proposed development under the Revised Multi-Family Development Location and Design Guidelines is attached (Attachment 1). The development must be in substantial conformance to the attached site plan (Exhibit 2).

5. The subject property has access to City Utilities infrastructure, and any necessary extension of such services can be provided via City Utilities' extension policy.

6. The subject property has access to public sewer.

7. There are few changing conditions in the area affected that make the proposed rezoning necessary.

8. The range of uses in the proposed Planned Development is compatible with the uses permitted on other property in the immediate vicinity. There are both commercial and retail uses to the north and south of the subject property. Multi-family uses are east of the subject property.

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. With the proposed PD improvements, Traffic supports the request.

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.

13. The proposed rezoning was reviewed by City departments and comments are contained in the staff report (above).

14. The public notice was advertised in the Daily Events at least 15 days prior to the public hearing. The property was posted by the applicant at least 10 days prior to the public hearing. Public notice letters were sent out at least 10 days prior to the public hearing to all property owners within 185 feet.

STAFF RECOMMENDATION:

1. Staff recommends approval based on the proposal's general conformance to the Comprehensive Plan's City Corridor placetype and on the finding of facts above.

PLANNING AND ZONING OPTIONS:

The planning and zoning commission shall make one of the following recommendations in connection with each proposed change in zoning district classification of this article:

1. Recommend against the proposed change in the zoning district classification.
2. Recommend a change in the zoning district classification.
3. Recommend a change in the zoning district classification together with recommendations which, in the judgment of the planning and zoning commission, will protect adjacent property and ensure that the proposed amendment is consistent with the purpose and intent of this article.

DEVELOPMENT REVIEW STAFF REPORT

ATTACHMENT 1

MULTI-FAMILY DEVELOPMENT LOCATION AND DESIGN GUIDELINE ASSESSMENT

PLANNED DEVELOPMENT 393

The applicant is requesting approval of a senior multi-family apartment on 3.14 acres of property. According to the Multi-Family Location and Design Guideline Assessment Matrix, the proposed development has attained 9 points. Staff has assessed the site under the opportunity and constraints and has determined that three points can be awarded. This would bring the development to 12 points which allows 21-24 dwelling units per acre. This density increase would allow for 21-24 dwelling units per acre.

Below is an analysis of the four categories used to calculate the Matrix score.

A. Land Use Accessibility (1/3 points)
One point was given for land use accessibility. There is neighborhood retail mixture within 1/4 mile.

B. Connectivity Analysis (1/5 points)
One out of a maximum of five points were given for connectivity. The proposed development received scores for its proximity to transit, sidewalks, and roadways.

C. Road Network Evaluation (1/2 points)
One point was given for the road network evaluation.

D. Design Guidelines (6/6 points)
A maximum of six points were given for design guideline criteria. Below are the design considerations that have been incorporated into the proposed development.

1. Pedestrian Amenities - Pedestrian amenities shall include benches placed near walkways at appropriate locations throughout the development. Lighting sources or luminaries that do not have a cutoff and are used in parking lots and pedestrian ways shall not exceed a maximum of 15 feet in height. Pedestrian-scale lighting shall be provided within the development. Lighting sources or luminaries that do have a cutoff shall not exceed a maximum of 30 feet in height. All lighting shall be glare-free and shielded from the sky and adjacent residential properties and structures, either through external shields or through optics within the fixture. A site lighting and photometric plan shall be submitted conforming to these requirements for building permits.

2. Building Scale and Articulation - Street facing walls that are greater than 50 feet in length shall be articulated at least each 25 feet with bays, projections, or recesses. Articulation means a difference in the vertical plane of the building at least 18 inches or more. This project shall follow the attached site plan and elevations.

3. Building Orientation and Interior Landscaping – All building orientations will address adjacent streets to receive design points for this element. Landscaping and open spaces shown shall be provided with approved ground cover and/or

plantings per required city ordinances and zoning requirements. Landscaping islands with plantings shall be located throughout the parking lot. A landscaping plan shall be submitted conforming to these requirements for building permits.

4. Avoidance of Blank Walls along pedestrian circulation areas - Facades that face public streets or connecting pedestrian frontage that are greater than 25 feet in length shall be subdivided and proportioned using at least one or more of the following features: windows; entrances; arcades; arbors; awnings (over windows or doors), distributed along the façade at least once every 25 feet. This project shall be in conformance with the attached site plan and elevations.

5. Internal Connectivity – Internal sidewalks shall connect internally and to the public sidewalk system in accordance with the attached site plan.

6. Useable Recreational Area/Facility – Benches will be located throughout the common areas providing for useable tenant amenities in accordance with the attached site plan; however, a minimum of 20% usable open space is required.

7. Amenity Calculation – The development includes a picnic pavilion with tables and grill and community room within the building as amenities for the residents.

8. Preservation of Trees –All existing trees of 6" caliper or greater shall be preserved or replaced with 2-inch caliper trees in accordance with the attached site plan and the city ordinance.

Opportunities and Constraints

1. How much higher density exists or is planned/approved for area?

Staff may consider a recommendation of a higher density than that determined by the matrix calculation when the area is planned for higher densities or higher densities exist. The site in located along a major thoroughfare, Campbell Avenue with other commercial and retail uses. The site can be redeveloped with more intense multi-family with the current zoning.

2. Are there physical or other natural barriers within ½ mile of the site?

Staff may consider recommendation of a higher density than that determined by the matrix calculation when the site is within a ½ mile of physical or other natural barriers.

Campbell Avenue being an access restricted, divided highway creates a physical barrier which limited the matrix points that would have otherwise allowed for more density.

1. Is the proposal for age-restricted senior living?

Staff may consider recommendation of a higher density than that determined by the matrix calculation when the proposal is for age-restricted senior living. This proposal is for senior living facility and warrants additional density.

DENSITY: The assessment criteria resulted in a total of a maximum residential density of 27 dwelling units per acre. The applicant is requesting a total residential density of up to 25 dwelling units per acre.

DENSITY: The initial assessment criteria resulted in a total of 9 points for a maximum density of 12 to 14 dwelling units per acre. Staff has assessed the site under the opportunity and constraints and has determined that three points can be awarded. This would bring the development to 12 points which allows 21-24 dwelling units per acre.

AFFIDAVIT OF NEIGHBORHOOD NOTIFICATION AND MEETING SUMMARY

1. Request change to zoning from: General Retail to PD 393
   (existing zoning) *(proposed zoning)*
2. Meeting Date & Time: Tuesday July 22, 2025 4pm - 6:30 pm
3. Meeting Location: Moore Water and Air 5721 S Robberson
4. Number of invitations that were sent: 66
5. How the mailing list was generated: City
6. Number of neighbors in attendance (attach a sign-in sheet): 6
7. List the verbal comments and how you plan to address any issues:
   (City Council does not expect all the issues to be resolved to the neighborhood's satisfaction; however, the developer must explain why the issues cannot be resolved).

Representatives of Community Blood Center came to review plans for the development. We discussed the existing cross access easement across their property and the cross access drive on the property. Their concern was that they did not really want a lot of traffic crossing their lot but understood that could not be controlled. The Senior Housing Development would generally not create lots of traffic and the access to Robberson was going to be the preferred access to the site anyway. We discussed storm water and they understand that all storm water from this site would go to a water quality system before going to the storm detention basin north of their site.
Two residents from Jefferson came and listened in on the Community Blood Center discussion. They were interested in storm water but their properties were not going to be affected by this development as their storm basin is east of Robberson. They left before signing the signup sheet.

8. List or attach the written comments and how you plan to address any issues:

None

I, Geoffrey H. Butler (*print name*), attest that the neighborhood meeting was held on July 22, 2025 (*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."

Geoffrey H. Butler AIA
Digitally signed by Geoffrey H. Butler AIA
DN: C=US, E=gbutler.architecture@gmail.com, CN=Geoffrey H. Butler AIA
Date: 2025.07.23 09:18:07-05'00'

Signature of person completing affidavit

Geoffrey H. Butler

Printed name of person completing affidavit

EXHIBIT 1

Requirements and Standards Applicable to Planned Development District No. 393

A. APPLICATION

Building or other permits may not be issued for development permitted by this planned development, nor can any changes be made to this property until the final development plan has been approved in the manner described at the end of this exhibit.

All requirements of the *Springfield Zoning Ordinance* shall apply unless modified by the requirements and standards that follow.

B. INTENT

To create zoning on the lot which allows a senior multifamily housing development while retaining limited commercial uses currently allowed on the lot with the General Retail Zoning District.

C. DEFINITIONS

The definitions contained in the *Zoning Ordinance* in effect at the time of development shall apply to this ordinance.

D. USES PERMITTED

~~1.~~ Accessory uses, and structures
2. Art galleries, libraries, and museums.
3. Catering businesses.
4. Day care centers
5. Eating and drinking establishments use group.
6. Entertainment-oriented use group.
7. Funeral homes and mortuaries.
8. General office use group.
9. Medical office use group.
10. Personal services use group.
11. Private clubs and lodges.
12. Multi-family dwellings.
13. Retail sales use group.
14. Schools or development centers for persons with handicaps or development disabilities.
15. Schools, business.
16. Taxidermists.
17. Temporary lodging use group.
18. Temporary uses, as permitted

Conditional uses. The following conditional uses may be permitted provided they meet the provisions of, and a conditional use permit is issued pursuant to the code.

1. Automobile service garages.

2. Automobile service stations.
3. Self-service storage facilities.

E. USE LIMITATIONS

1. All uses shall operate in accordance with the noise standards contained in *Section 36-485* of the *Springfield Zoning Ordinance in effect at the time of development*.
2. No use shall emit an odor that creates a nuisance as determined by *Springfield City Code*.

F. INTENSITY OF DEVELOPMENT

Development shall adhere to the following standards.

1. The maximum density for multi-family dwellings shall be 24 units per acre.

G. BULK, AREA, AND HEIGHT REQUIREMENTS

1. The requirements and standards of the GR, General Retail district from Section 36-421 of the *Springfield Zoning Ordinance*, in effect at the time of development shall apply.

H. DESIGN REQUIREMENTS

Stand-alone multi-family dwellings that exceed 11 (eleven) dwelling units per acre shall follow the Revised Multi-Family Development Location and Design Guidelines approved by the City of Springfield Planning and Zoning Commission and City Council as described below.

Design to Encourage Pedestrian Activity

a. Provide pedestrian amenities such as pedestrian scale lighting and non-right-of-way street furniture to enhance the pedestrian environment. Lighting sources or luminaries that do not have a cutoff and are used in parking lots and pedestrian ways shall not exceed a maximum of 15 feet in height. Lighting sources or luminaries that do have a cutoff shall not exceed a maximum 30 feet in height. Parking lot lighting and pedestrian lighting should be appropriate to create adequate visibility at night and evenly distributed to increase security. Street furniture may include but is not limited to benches; shelters; and decorative trash bins. There shall be one (1) street/park bench provided within each multi-family development, thereafter, one (1) park/street bench for every 50 dwelling units.

b. The project will blend the building scale and set back with existing developments that are consistent with these guidelines. Street facing walls that are greater than 50 feet in length must be articulated at least each 25 feet with bays, projections, or recesses. Articulation means a difference in the vertical plane of the building of at least 18 inches or more.

c. Buildings adjacent to the street will be situated on the site to provide pedestrian access to the street. Additional interior lot buildings may be oriented toward parking lots or public/common open space. Buildings adjacent to the street shall not have

parking lots located between the building and the street. Corner lots may have parking on one street face. Interior areas of parking and vehicular use areas shall contain planting islands every 20 contiguous parking spaces whether double staked or linear. The size of the planting island shall be the equivalent area of one parking space. This shall be used toward satisfying the 5% interior landscaping requirements.

d. Avoid blank walls along pedestrian circulation areas. Facades that face streets or connecting pedestrian frontage that are greater than 25 feet in length shall be subdivided and proportioned using at least one or more of the following features: windows, entrances, arcades, arbors, awnings (over windows or doors), distributed along the facade at least once every 25 feet.

Provide a Good Circulation System

a. Provide connectivity by including direct vehicular or access easements, pedestrian and bicycle connections between abutting or adjacent developments, including retail centers and bus stops, wherever possible.

b. Buildings shall connect building entrances to one another and to sidewalks on adjacent public and/or private streets via a minimum four (4) foot wide sidewalk separated from vehicular traffic by a four-foot-wide planting strip (the 4-foot planting strip does not apply to parking lots where the sidewalk is intended to provide access to the parking lot). Public sidewalks may be considered part of the walkway system if they provide convenient movement between structures. Fences, landscaping and other site improvements shall be located so as not to impede safe and convenient pedestrian circulation. On-site sidewalks shall be designed to connect to off-site sidewalks on adjoining properties and public and/or private streets. Sidewalks shall connect parking areas or parking structures that serve the principal multi-family building; community amenities, such as swimming pools, community centers, other recreational facilities, or common open space.

c. Provide shared driveways, cross access driveways and/or other forms of connectivity and secondary access to existing or future adjacent developments.

Respect the Natural Environment

a. The development shall include at least 15% of the total site or premise as a usable recreational area and/or facility. Usable recreational area/facility is defined as an open recreational area or recreational facility which are designed and intended to be used for outdoor living and/or recreation, and/or amenity. Usable open recreational areas shall not include land occupied by buildings, structures, streets, sidewalks, driveways, or parking areas but may include outdoor recreational facilities such as walkways used solely for recreational purposes/connections, swimming pools, sports courts, clubhouse, community center, exercise room or other amenities as defined in these guidelines. The 15% usable recreational area or facility does not reduce the required 20% open space. All common open recreational areas on the site, including recreational facilities, shall be readily accessible to all occupants and should, wherever possible, be physically connected to other common open space areas on and off the site. Generally, usable open recreational areas should have a minimum dimension of thirty (30) feet in any direction and minimum area of nine

hundred (900) square feet; however, it is recognized that open recreational areas can be of a smaller minimum dimension or area provided it meets the definition.

Incorporate two functional amenities. Allowable recreational amenities:

(1) Swimming pool;
(2) Resident clubhouse.
(3) One tot lot with a minimum size of nine hundred square feet (900') per tot lot area;
(4) Basketball, volleyball, tennis court, handball court or other sports court.
(5) One (1) picnic area, with a minimum size of nine-hundred square feet (900') per area, and including a minimum of one (1) picnic table and one (1) barbeque grill/pits per picnic area;
(6) Community center (meeting room, assembly hall, etc.);
(7) Exercise room and/or recreation building.

b. A tree six inches or greater in diameter measured 4 1/2 feet above ground must be preserved or replaced with a tree of at least two inches (2) in diameter—for a maximum total of 7 trees per acre. Trees meeting the landscape requirements in the zoning ordinance may be counted toward this requirement. If this is not possible then the total diameter of trees at the time they are lost shall be replaced with an equal diameter amount of trees with no less than 2 in diameter throughout the project area.

I. OPEN SPACE, LANDSCAPING, & SCREENING

1. Open Space Requirements – The requirements and standards for GR, General Retail district from Section 36-421 of *the Springfield Zoning Ordinance*, or in effect at the time of development shall apply.

2. Bufferyards – A bufferyard Type D is required adjacent to R-SF, Residential Single-family zoning. A 6-foot solid wooden fence is required in the location depicted by the site plan.
3. Vehicular use area open space.
   (1) Perimeter Landscaping. A bufferyard type S2 shall be required along the east property line as perimeter landscaping in this area. Otherwise, the requirements and standards of *Section 36-482* of *the Springfield Zoning Ordinance*, in effect at the time of development shall apply.
   (2) Interior Landscaping. The requirements and standards of *Section 36-482* of the *Springfield Zoning Ordinance*, in effect at the time of development shall apply.

4. Screening and fencing.
   a. The requirements and standards of Section 36-421 of the *Springfield Zoning Ordinance*, in effect at the time of development shall apply.

J. EXTERIOR LIGHTING

The requirements and standards of *Section 36-484* of the *Springfield Zoning Ordinance*, in

effect at the time of development shall apply.

K. ACCESS TO PUBLIC THOROUGHFARES

Access to the public street system shown on Exhibit 2 shall be governed by the existing standards of the City of Springfield for the applicable street classification.

L. OFF-STREET PARKING

Sections 36-455, 36-456 and 3*6-483* of the *Springfield Zoning Ordinance* in effect at the time of development shall apply.

M. SIGNS

The requirements and standards of *Section 36-454* of the *Springfield Zoning Ordinance*, in effect at the time of development shall apply.

N. REQUIRED IMPROVEMENTS

1. Public improvements to be completed. Public and private improvements necessary to adequately accommodate the intensity of development proposed in this District shall be constructed prior to or concurrently with the development of the property. If the development of the property is phased, the construction of the improvements may also be phased provided there is a logical relationship between each phase of the development and the construction of the required improvements. Prior to building permits being issued to the applicant, or subsequent owners shall:

   a. Construct the required improvements; or

   b. provide assurances satisfactory to the Director of Public Works guaranteeing that all required improvements will be constructed in accordance with the “Design Standards for Public Improvements” of the Public Works Department shall be provided to the City.

2. Certificate of occupancy. No certificate of occupancy shall be issued for any structure within this District, or phase of the development, unless:

   a. the required improvements are completed prior to occupancy of the structures; or

   b. the Director of Public Works has determined that:

      (1) any incomplete required improvements have little or no effect on the occupancy of the facility; or

      (2) conditions beyond the control of the contractor, i.e., strikes, weather, etc., have delayed the completion of the improvements.

   If one of these conditions occurs, the Director of Building Development Services may

permit occupancy under conditions satisfactory to the Director of Public Works that the required improvements will be completed as required by this ordinance within a reasonable time.

2) **PHASING**

Development may be phased provided that all public improvements directly related to each phase are completed at the time of its development and that improvements serving the District as a whole and the adjoining area are completed in a sequence assuring full utility of the District as a whole and all areas within the District and so that future public improvements required by this ordinance or other applicable ordinances of the City are not compromised or rendered unduly difficult.

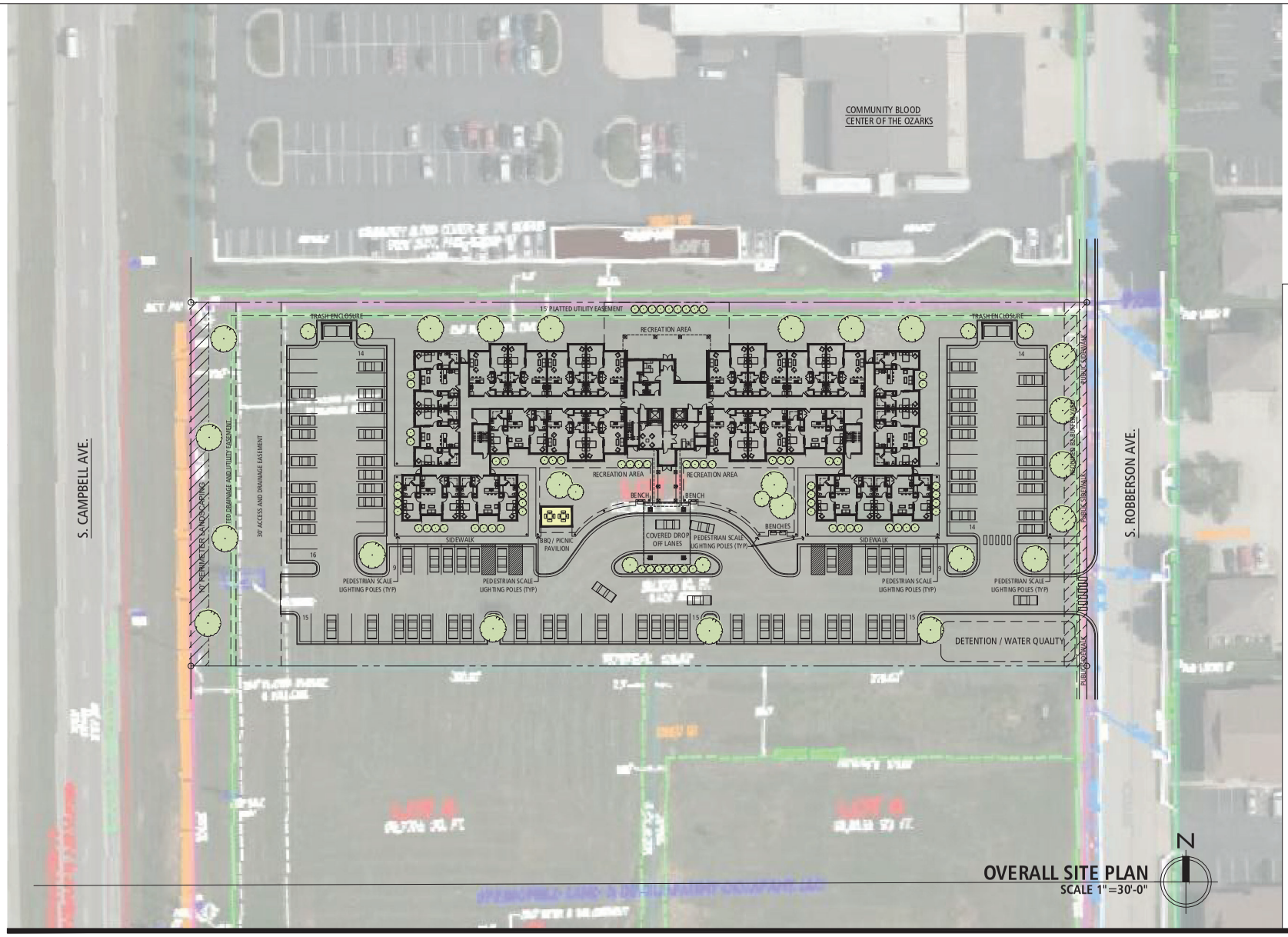
3) **FINAL DEVELOPMENT PLAN**

A final development plan, showing conformance with the requirements of this Exhibit, shall be submitted to the Planning and Development Department, and approved in the manner described below prior to the issuance of any building permits or prior to the commencement of any of the permitted uses or improvements permitted or required by this exhibit. Development of this District shall be in accordance with the approved final development plan.

The final development plan shall be submitted to the Administrative Review Committee for final action, either as a whole or in phases. The Administrative Review Committee is hereby authorized, at its discretion, to approve minor adjustments and modifications to the site plan. Such authority shall not, however, be construed to permit:

a. A final development plan shall only be approved if it is in substantial conformance with Exhibit 2 as defined by *Subsection 36-405* of the *Springfield Zoning Ordinance*.

   A. Any uses within the District other than those specifically prescribed by the ordinance.
   B. Any increase in the intensity of use permitted within the District.



OVERALL SITE PLAN
SCALE 1"=30'-0"

SITE DATA
LOT AREA: 137,000 SF (3.14 ACRES)
LOT DENSITY: 17.8 UNITS PER ACRE
ALLOWED DENSITY: 24 UNITS PER ACRE
TOTAL ALLOWABLE UNITS: 75 UNITS
TOTAL UNITS PROPOSED: 66 UNITS

BUILDING SQUARE FOOTAGE:
28,175 SF PER FLOOR - THREE FLOORS
TOTAL 84,525 SF

(36) ONE BEDROOM / ONE BATH UNITS
(30) TWO BEDROOM / TWO BATH UNITS
66 TOTAL SENIOR LIVING UNITS

PARKING
PARKING REQUIRED: 114 SPACES
PARKING PROPOSED: 121 SPACES

OPEN SPACE
OPEN SPACE REQUIRED: 20% (27, 400 SF)
OPEN SPACE PROPOSED: 37% (50,935 SF)

IMPERVIOUS SURFACE
IMPERVIOUS SURFACE MAX: 80%
IMPERVIOUS SURFACE PROPOSED: 63%

RECREATION SPACE
RECREATION SPACE REQUIRED: 15% (7,640 SF)
RECREATION SPACE PROPOSED: 8,440 SF

AMENITY SPACES:
1. PROPOSED PICNIC PAVILION WITH TWO TABLES & ONE BBQ GRILL.
2. COMMUNITY ROOM ON THIRD FLOOR OF BUILDING.

ZIMMERMAN™ PROPERTIES

PROPOSED FOR:

SEVILLE SQUARE SENIOR VILLAS

SEVILLE SQUARE, LOT 7
SPRINGFIELD, MISSOURI

JUNE 11, 2025 REVISED 07/31/25

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RENDERING OF MAIN ENTRANCE OF SENIOR HOUSING BUILDING - FACING SOUTH

FACADE FACING S. ROBBERSON AVE.

FACADE FACING S. CAMPBELL AVE.

PROPOSED FOR:

SEVILLE SQUARE SENIOR VILLAS

SEVILLE SQUARE, LOT 7
SPRINGFIELD, MISSOURI

JUNE 11, 2025 REVISED 07/31/25

ZIMMERMAN™ PROPERTIES

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EXPLANATION TO COUNCIL BILL 2025-197 (HORTON)

FILED: 09/10/2025

ORIGINATING DEPARTMENT: Planning and Development

TITLE: A general ordinance amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning approximately 1.0 acre of property generally located at 2808 North Fort Avenue from R-SF, Single-family residential district to R-TH, Residential townhouse district, with Conditional Overlay District No. 274; establishing Conditional Overlay District No. 274; and adopting an updated Official Zoning Map. (By: Tip Top Homes, LLC; 2808 N. Fort Avenue; Z-14-2025 w/ Conditional Overlay District No. 274.)

PURPOSE: Amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning approximately 1 acre generally located at 2808 N. Fort Avenue from R-SF, Residential Single-family District to R-TH, Residential Townhouse and establishing Conditional Overlay District No. 274 (Staff and Planning and Zoning Commission recommend approval).

BACKGROUND INFORMATION:

ZONING CASE NUMBER Z-14-2025 CONDITIONAL OVERLAY DISTRICT NO. 274

The applicant is requesting to rezone approximately 1 acre generally located at 2808 N. Fort Avenue from R-SF, Residential Single-family District to R-TH, Residential Townhouse and establishing Conditional Overlay District No. 274. The applicant intends to build duplexes and has a preliminary plat running concurrently with this rezoning.

REMARKS:The Planning and Zoning Commission held a public hearing on August 14, 2025, and recommended approval of the case, by a vote of 6 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 Traditional Neighborhood placetype.
2. Single-family attached and low-intensity multifamily is listed as a supporting use in the Traditional Neighborhood placetype.

3. This application is consistent with the *Comprehensive Plan's Housing and Neighborhoods* chapter which encourages creative housing solutions to add housing diversity and support downsizing households, young professionals, and aging-in-place. The *Plan* encourages the use of "missing middle" housing types. Missing middle housing sits in the middle of the development spectrum between single-family homes and mid-rise to high-rise apartment buildings. These housing types should be integrated into Springfield's existing neighborhoods to increase housing diversity and provide a wider, more equitable range of housing choices.

4. A conditional overlay district will require any construction of residential dwellings on the property to meet the Affordable Housing Design Guidelines. This does not require these dwellings to be affordable units, rather, provide a minimum standard for the design and layout of any dwellings.

5. The range of uses in the proposed R-TH district is compatible with the uses permitted on other property in the immediate vicinity.

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 R-TH district is compatible with the uses permitted on other property in the immediate vicinity. Single-family homes are the predominant use in this area. However, there is undeveloped land to the north of the subject property and this application will allow for the continued development of the housing stock in this area.

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 Traditional Neighborhood 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:

Attachments:
1. Z-14-2025 COD 274 - 2808 North Fort Avenue
2. Z-14-2025 COD 274_exhA
3. Z-14-2025 COD 274_exhB
4. Z-14-2025 COD 274_exhC
5. Z-14-2025 COD 274_exhD

One-rdg. _____
P. Hrngs. X
Pgs. 25
Filed: 09-02-25

Sponsored by: Horton

First Reading: _____ Second Reading: _____

COUNCIL BILL 2025-197 GENERAL ORDINANCE_____

AN ORDINANCE

AMENDING the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning approximately 1.0 acre of property generally located at 2808 North Fort Avenue from R-SF, Single-family residential district to R-TH, Residential townhouse district, with Conditional Overlay District No. 274; establishing Conditional Overlay District No. 274; and adopting an updated Official Zoning Map.

WHEREAS, an application has been filed for a zoning change of the property generally located at 2808 North Fort Avenue from R-SF, Single-family residential district to R-TH, Residential townhouse district, and establishing Conditional Overlay District No. 274; and

WHEREAS, Conditional Overlay District No. 274 shall modify the requirements of the Springfield Land Development Code Section 36-381, R-TH – Residential townhouse district, by requiring that the property described in "Exhibit B" comply with the requirements described in "Exhibit A," both attached hereto and incorporated herein by this reference; and

WHEREAS, following proper notice, the Planning and Zoning Commission held a public hearing on August 14, 2025, a copy of the Record of Proceedings from said public hearing being attached hereto and incorporated herein by this reference as "Exhibit C," and said Commission made its recommendation of approval with a vote of 6 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 D"; 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 described in "Exhibit B" is hereby rezoned from R-SF, Single-family residential district to R-TH, Residential townhouse district, with Conditional Overlay District No. 274. Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' is hereby amended, changed, and modified consistent with this Ordinance.

Section 2 – City Council hereby establishes Conditional Overlay District No. 274, which shall contain the requirements and standards provided in "Exhibit A." The requirements of Conditional Overlay District No. 274 shall modify the requirements of the Springfield Land Development Code Section 36-381, R-TH – Residential townhouse district, by requiring the property described in "Exhibit B" to comply with the requirements contained in "Exhibit A."

Section 3 – 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 36-306, 'Official zoning maps and rules of interpretation.'

Section 4 – 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 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

EXHIBIT A
CONDITIONAL OVERLAY DISTRICT PROVISIONS
ZONING CASE Z-14-2025 COD 274

The requirements of Section 36-381 of the Springfield Zoning Ordinance shall be modified herein for development within this district to include the following:

1. Construction on the subject property shall comply with the City of Springfield's Affordable Housing Design Guidelines.

EXHIBIT B
LEGAL DESCRIPTION

A PART OF SOUTH ONE-HALF (S1/2) OF THE EAST ONE-HALF (E1/2) OF LOT ONE (1) OF THE NORTHWEST ONE-QUARTER (NW1/4) OF SECTION TWO (2), TOWNSHIP TWENTY-NINE NORTH (T29N), RANGE TWENTY-TWO WEST (R22W) OF THE 5TH. P.M. IN THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI DESCRIBED AS FOLLOWS:
COMMENCING FROM THE SOUTHWEST CORNER OF THE S1/2 OF THE E1/2 OF LOT ONE (1) OF THE NW1/4, SAID SEC. 2, THENCE S88°18'14"E ALONG THE SOUTH LINE OF THE S1/2 OF THE E1/2 OF LOT ONE (1) OF THE NW1/4, SAID SEC. 2, 24.11 FEET; THENCE N01°50'24"E, 25.00 FEET TO AN IRON PIN AND SAID IRON PIN MARKS THE TRUE POINT OF BEGINNING; THENCE N01°50'24"E, 165.98 FEET TO AN IRON PIN; THENCE S88°34'35"E, 260.21 FEET TO AN IRON PIN; THENCE S02°31'43"W, 167.23 FEET TO AN IRON PIN; THENCE N88°18'14"W, 258.19 FEET TO THE ABOVE MENTIONED TRUE POINT OF BEGINNING.

EXHIBIT C
RECORD OF PROCEEDINGS
Planning and Zoning Commission – August 14, 2025

Z-14-2025 COD 274
2808 North Fort Avenue
Applicant: Tip Top Homes, LLC

Combined presentations for Z-14-2025 COD 274 and Preliminary Plat of Fort Amor.

Mr. Hosmer states that this is a request to rezone approximately 1 acre from R-SF, Residential Single-family District to R-TH, Residential Townhouse and establishing Conditional Overlay District No. 274 and Mr. Menke states that this is a request to approve a preliminary plat for a 5-lot residential subdivision.

Commissioner Pauly asked about the stream buffer and Mr. Hosmer noted they will have a protection area around the buffer regarding the stream and Andrew Menke will address the buffer yard when he presents for the plat.

Mr. Menke stated that the stream itself is off site, and the stream buffer is just to prevent any issues when the site is developed.

Mr. Doennig opened the public hearing.

Mr. Robert McCartney, 5266 N. Farm Road 171 and here on behalf of Tip Top Homes, LLC and here to answer any concerns.

Commissioner Pauly again questioned about lot #5 and its location is within the stream buffer and McCartney noted that they will be duplexes which do not require outbuildings.

Mr. Joe Codichini, Public Works, stated that there will be public improvements as required and will have something that will prevent fences, sheds, and other kind of material.

Mr. Doennig closed the public hearing.

COMMISSION ACTION:
Planning and Zoning Commissioner Knuckles moved to approve Z-14-2025 COD 274; Commissioner Pauly seconded the motion. It **Passed** with the following vote: Ayes: Commissioner Doennig, Commissioner Ridge, Commissioner Scott, Commissioner Hunton, Commissioner Pauly, and Commissioner Knuckles. Nays: None. Absent: Commissioner Lebeck, Commissioner Gunther, and Commissioner Colony. Abstain: None.

Bob Hosmer, AICP
Planning Manager

Exhibit D

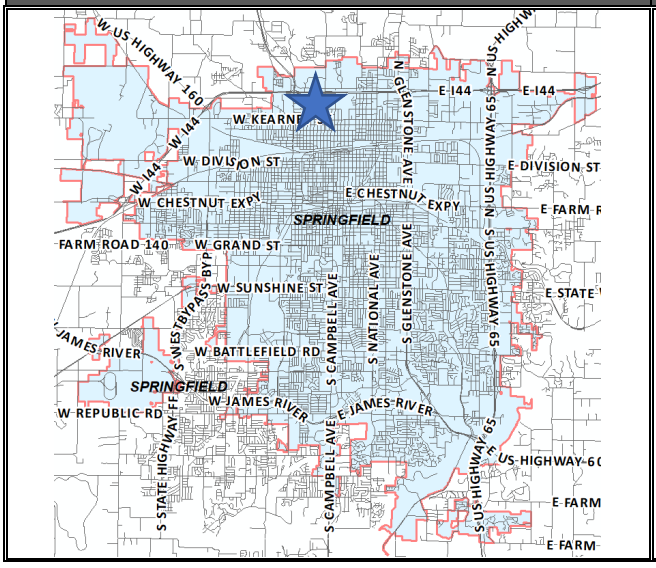
DEVELOPMENT REVIEW STAFF REPORT

PROJECT INFORMATION

Case Number:	Z-14-2025 w/ Conditional Overlay District No. 274
Location:	2808 N. Fort Avenue
Total Acres:	1 acre
Applicant:	Tip Top Homes, LLC
Existing Land Use:	Vacant/undeveloped land
Neighborhood Meeting:	July 24, 2025
Planning and Zoning Commission:	August 14, 2025
City Council:	September 8, 2025
Public Notification:	Mail, posted property, and legal in the Springfield News-Leader
Staff:	Daniel Neal, Senior Planner, 417-864-1036
Staff recommendation:	Staff recommends approval
Proposed motion:	I move to recommend approval of rezoning case Z-14-2025 with Conditional Overlay District No. 274 as set forth in Attachment 1 (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 acre generally located at 2808 N. Fort Avenue from R-SF, Residential Single-family District to R-TH, Residential Townhouse and establishing Conditional Overlay District No. 274.

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 zoned R-SF in the 1995 city-wide remapping.

PLANNING AND ZONING COMMISSION AUTHORITY:

Sec. 36-367. – Amendments

(7) Findings by the commission.

(a) Rezonings. If the application is for a reclassification of property to a different zoning district classification on the zoning map, the report of the planning and zoning commission may consider:

1. Whether the proposed zoning district classification is consistent with the Springfield Comprehensive Plan;
2. Whether there are any changed or changing conditions in the area affected that make the proposed rezoning necessary;
3. Whether the range of uses in the proposed zoning district classification are compatible with the uses permitted on other property in the immediate vicinity;
4. Whether adequate utility and sewer and water facilities exist or can be provided to serve the uses that would be permitted on the property if it were rezoned;
5. The impact the uses, which would be permitted if the property were rezoned, will have upon the volume of vehicular and pedestrian traffic and traffic safety in the vicinity;
6. Whether the proposed rezoning would correct an error in the application of this article as applied to the subject property;
7. Whether a reasonably viable economic use of the subject property will be precluded if the proposed rezoning is denied; and
8. Information submitted at the public hearing.

ZONING ORDINANCE REQUIREMENTS:

CODE ITEM	REQUIREMENTS FOR R-TH DISTRICT
Use Limitations	(a) There shall be a separate platted lot of record for each single-family semi-detached or townhouse dwelling unit. (b) All uses shall operate in accordance with the noise standards contained in section 36-485, noise standards. (c) No use shall emit an odor that creates a nuisance as determined by chapter 2A, article X, Springfield City Code.
Minimum Lot Size	(a) *Minimum lot area:* 1. Single-family detached dwellings and residential group homes: 5,000 square feet. 2. Duplexes: 7,500 square feet. 3. Each single-family semi-detached dwelling on a separate platted lot: 3,750 square feet. 4. Each townhouse on a separate platted lot: a. End lots: 4,000 square feet.

	b. Interior lots: 3,000 square feet. 5. All other uses: 7,500 square feet. (b) *Minimum lot width:* 1. Single-family detached and duplex dwellings and residential group homes: 45 feet. 2. Townhouses: a. End lots: 40 feet. b. Interior lots with driveway in front yard: 30 feet. c. Interior lots without driveway in front yard: 24 feet. 3. Single-family semi-detached dwelling units: 30 feet. 4. All other uses: 45 feet. (c) *Minimum lot depth:* 80 feet.
Maximum Height	(a) *Maximum structure height:* 1. When side yards are less than 15 feet in width: 35 feet or two and one-half stories above the finished grade. 2. When side yards are 15 feet in width or greater: 45 feet or three stories above the finished grade.
Bulk Plane	None
Minimum Yard Requirements	1. *Front yard:* a. Twenty-five feet along a street classified as a collector or higher classification street or as required by section 36-453, supplemental open space, and yard regulations. b. Fifteen feet along a street classified as a local street or as required by section 36-453, supplemental open space, and yard regulations. 2. *Side yards:* Ten feet on each side of a lot or as required by section 36-453, supplemental open space and yard regulations, provided that no side yard is required for any building that has a common wall on a lot line. 3. *Rear yards:* Ten percent of the lot depth but may not be less than ten feet nor more than 20 feet be required.
Minimum Open Space	Not less than 20 percent of the total lot area shall be devoted to open space including required yards and bufferyards unless modified in accordance with subsection 36-482(15). Open space shall not include areas covered by buildings, structures, parking, loading and other paved areas and internal streets. Open space shall contain living ground cover and other landscaping materials.
Density Requirements	*Density requirements.* The maximum density shall be 3,750 square feet per dwelling unit provided the requirements of subsection 36-303(22) are met.

Design Requirements	(a) A site plan meeting the requirements of section 36-360, site plan review, shall be submitted and approved. (b) A landscape plan meeting the requirements of section 36-482, landscaping and bufferyards, and 36-483, off-street parking and loading area design standards, shall be submitted, and approved. (c) All off-street parking and vehicular use areas shall be screened from all residential uses in accordance with section 36-480, screening, and fencing. (d) All outdoor storage and refuse storage areas shall be screened from view in accordance with section 36-480, screening, and fencing. (e) Mechanical and electrical equipment, including air conditioning units, shall be screened from view in accordance with section 36-480, screening, and fencing. (f) Lighting shall be designed to reflect away from any adjacent or nearby residential area and in accordance with section 36-484, lighting standards. (g) Accessory buildings and structures shall meet the requirements of section 36-450, accessory structures and uses.
Buffering and Landscaping	Whenever any development in an R-TH district is located adjacent to a different zoning district, screening and a bufferyard shall be provided in accordance with sections 36-480, screening, and fencing, and 36-482, landscaping and bufferyards.

COMPATIBILITY WITH COMPREHENSIVE PLAN:

PLACETYPE:

The *Comprehensive Plan's Land Use & Development* chapter identifies the subject property as the Traditional Neighborhoods placetype. Traditional Neighborhoods are comprised of post-war residential neighborhoods that contain predominantly single-family detached dwellings with uniform setbacks, building designs, and parcel sizes, that are separated from dissimilar uses by distinct zoning boundaries and buffer yards. Housing in Traditional Neighborhoods range from bungalows to expansive ranch style homes constructed with a variety of materials and methods. Neighborhood parks, schools, and churches are dispersed throughout to serve nearby residents. These neighborhoods can follow a gridded block pattern or curvilinear streets and are well connected internally with sidewalks and trails. Traditional

Neighborhoods tend to be expansive, isolating residents from services and resources on the edges, often beyond walking distance.

Planning for Traditional Neighborhoods should strive to increase and integrate quality of place and complete neighborhood characteristics. These characteristics could include beautification efforts such as planting street trees, expanding connections and access to the greenway and trail system, and support for low-intensity multi-family, low-intensity neighborhood commercial, or a mix of uses to serve area residents. Multi-family, neighborhood commercial, or mixed use should be located on the edges of the greenway system, on higher classification roadways, or areas identified by residents during the neighborhood planning process. Preservation of residential housing and housing patterns should be prioritized where lots are predominately accessed from side or internal local streets.

PRIMARY USES

- Single-family detached

SUPPORTING USES

- Single-family attached
- Low-intensity multifamily
- Low-intensity, neighborhood commercial
- Parks, greenways, and open space
- Public and private schools and places of worship
- Low-intensity urban agriculture

CHARACTERISTICS TRANSPORTATION & INFRASTRUCTURE

- 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.
- 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.
- 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.
- Alleys provide pedestrian connections, alternative access to rear yards, detached garages, and other approved accessory uses.
- 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.
- 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.
- 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:

- The main entrances of new residential developments are oriented towards the primary street.
- Preservation and adaptive reuse of neighborhood schools and surplus buildings are encouraged.
- 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.
- 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.
- New and infill buildings maintain the proportions and architectural features common in the existing block.
- 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.

Traditional Neighborhood, Urban design characteristics unique to Traditional Neighborhood character area include:

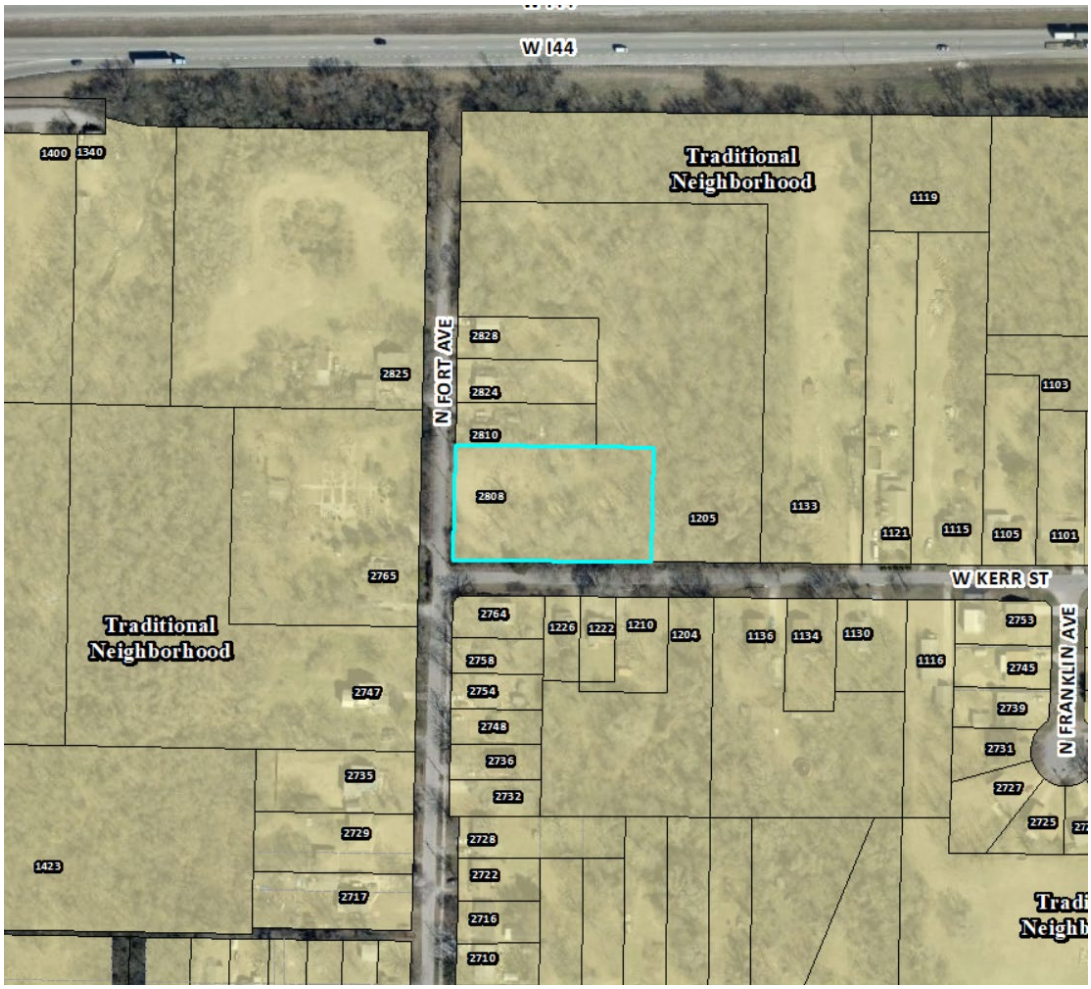
- Residential subdivisions are designed and platted with curvilinear streets in structured layouts that maximize use of land.
- Lots have uniform widths, depths, and setbacks that align with home sizes and densities.
- Attached garages are a standard element, typically integrated into the design of the home and make up a dominant part of the front elevation, reducing the on-street parking demands.
- Vehicular driveways are provided for each home and are accessed almost exclusively from the front or side street, limiting on-street parking opportunities.
- Neighborhoods are often self-regulated by covenants that limit use, size, and design of structures, as well as care and use of private amenities and common areas.

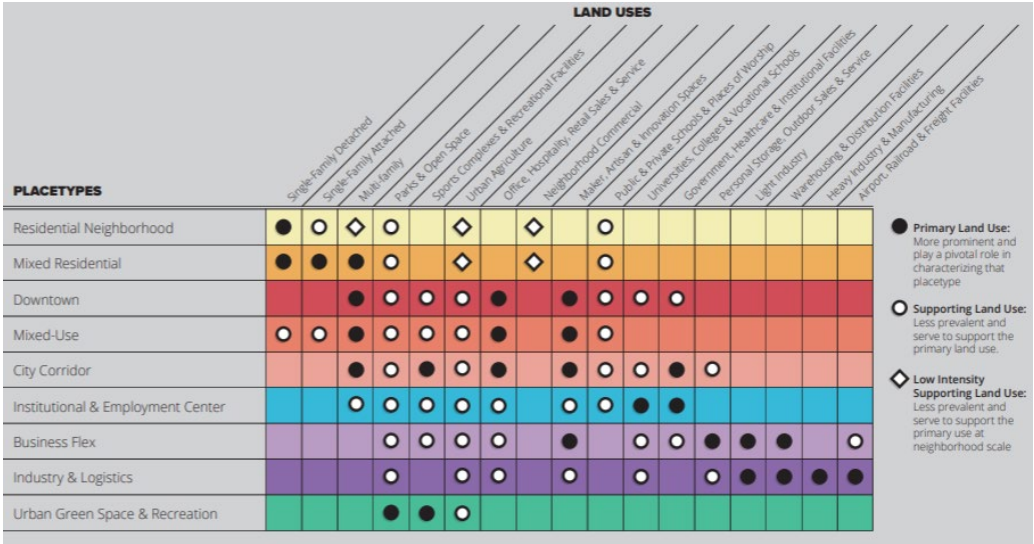
Transitions:

- 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.
- Lower density residential uses are sufficiently screened and buffered between higher density housing and nonresidential uses.
- 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

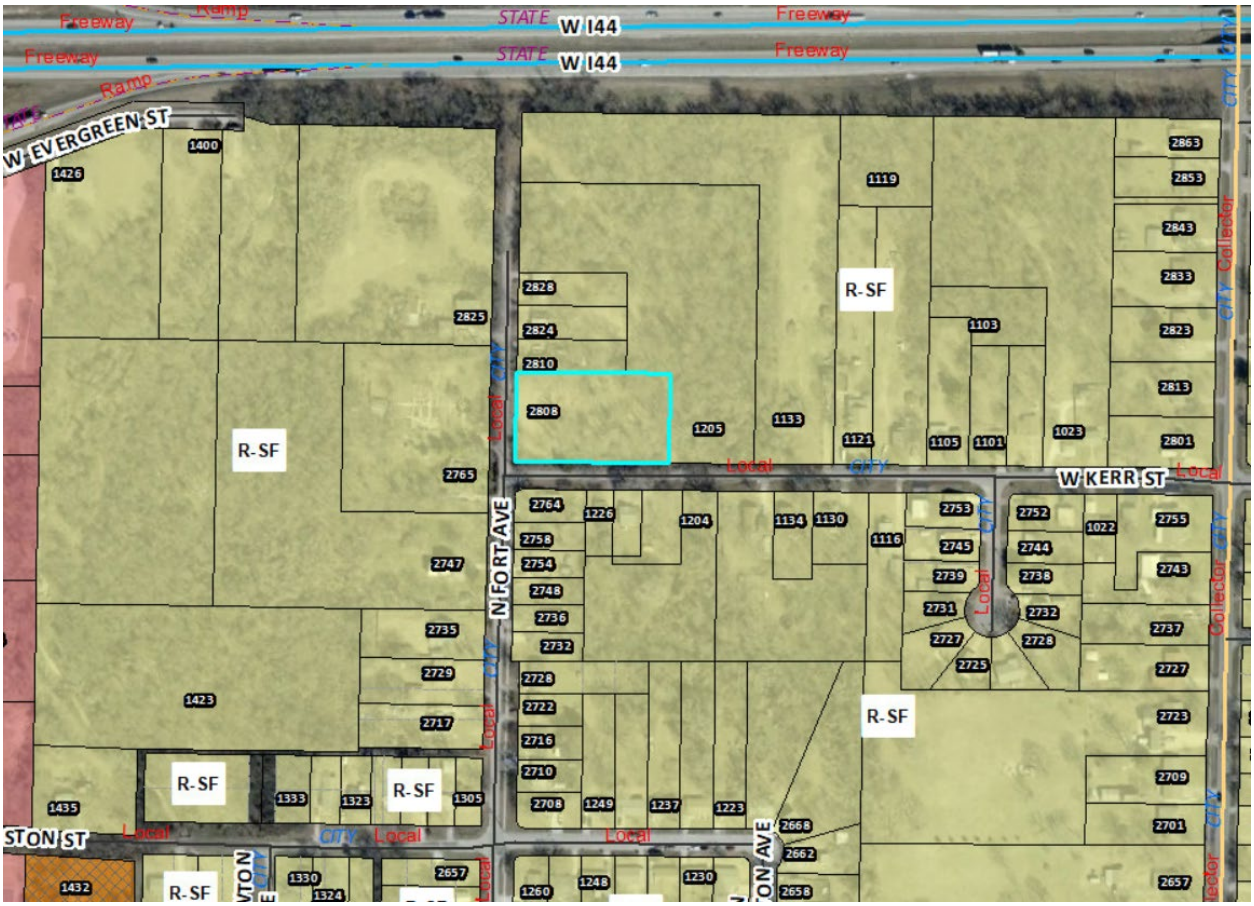
FUTURE PLACETYPE MAP:





DEVELOPMENT REVIEW STAFF REPORT

MAJOR THOROUGHFARE MAP:



SURROUNDING ZONING, LAND USES AND PLACETYPES:

	NORTH	SOUTH	EAST	WEST
ZONING	R-SF	R-SF	R-SF	R-SF
LAND USE	Single-family home	Single-family homes	Single-family home	Single-family home
PLACETYPES	Traditional Neighborhood	Traditional Neighborhood	Traditional Neighborhood	Traditional Neighborhood

DEPARTMENT OF BUILDING DEVELOPMENT SERVICES:

No comments.

CITY UTILITIES:

No issues with proposed rezoning

DEVELOPMENT REVIEW STAFF REPORT

DEPARTMENT OF ENVIRONMENTAL SERVICES WASTEWATER MANAGEMENT DIVISION:

No objection to the rezoning. Tract has access to public sewer.

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	N Fort Ave	Local	City	25	25	NA	No	Yes	No
Street 2	W Kerr St	Local	City	25	25	NA	No	Yes	No

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

TRAILS, BUS STOPS, AND ADDITIONAL INFORMATION - There are no Greenway Trails or bus stops 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
2808 N Fort Ave	Pea Ridge Creek	Stormwater Report Req	No	Yes	No	No

All chapter and section references below are to the City's Flood Control and Water Quality Protection Manual Version April 2022.

DETENTION AND DISCHARGE REQUIREMENTS

1. The property is 1.2 acres in size. A downstream analysis is required before any approval of a fee in lieu of detention for flood control. Analysis includes the availability of flood control volume in a water quality SCM required as part of the public improvements.

DEVELOPMENT REVIEW STAFF REPORT

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
1. Partial stream buffer is located on the NE corner of the existing property from the Pea Ridge Creek tributary. Category D Small Tributary requires a minimum 60 feet wide buffer with 30 feet wide buffer from top-of-bank on both sides.

SINKHOLES & KARST FEATURES
N/A

STAFF ANALYSIS AND RECOMMENDATION:

1. The applicant is requesting to rezone approximately 1 acre generally located at 2808 N. Fort Avenue from R-SF, Residential Single-family District to R-TH, Residential Townhouse and establishing Conditional Overlay District No. 274. The applicant intends to build duplexes. The R-TH district would allow single-family or duplexes. Single-family detached dwellings require a minimum of 6,000 square feet of land area. Duplexes will require at least 7,500 square feet of area so a replat of lots will likely occur after zoning.

2. The *Comprehensive Plan's Land Use & Development* chapter identifies the subject property within the Traditional Neighborhood placetype.

3. Single-family attached and low-intensity multifamily is listed as a supporting use in the Traditional Neighborhood placetype.

4. This application is consistent with the *Comprehensive Plan's Housing and Neighborhoods* chapter which encourages creative housing solutions to add housing diversity and support downsizing households, young professionals, and aging-in-place. The *Plan* encourages the use of "missing middle" housing types. Missing middle housing sits in the middle of the development spectrum between single-family homes and mid-rise to high-rise apartment buildings. These housing types should be integrated into Springfield's existing neighborhoods to increase housing diversity and provide a wider, more equitable range of housing choices.

5. A conditional overlay district will require any construction of residential dwellings on the property to meet the Affordable Housing Design Guidelines. This does not require these dwellings to be affordable units, rather, provide a minimum standard for the design and layout of any dwellings.

6. The range of uses in the proposed R-TH district is compatible with the uses permitted on other property in the immediate vicinity.

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 R-TH district is compatible with the uses permitted on other property in the immediate vicinity. Single-family homes are the predominant use in this area. However, there is undeveloped land to the north of the subject property and this application will allow for the continued development of the housing stock in this area.

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 24, 2025, regarding the rezoning request. A summary of the meeting is attached (Attachment 2).

16. The public notice was advertised in the 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 Traditional 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. Recommend a change in the zoning district classification together with recommendations which, in the judgment of the planning and zoning commission, will protect adjacent property and ensure that the proposed amendment is consistent with the purpose and intent of this article.

DEVELOPMENT REVIEW STAFF REPORT

ATTACHMENT 1
CONDITIONAL OVERLAY DISTRICT PROVISIONS NO. 274

The requirements of Section 36-381 of the Springfield Zoning Ordinance shall be modified herein for development within this district to include the following:

1. Construction on the subject property shall comply with the City of Springfield's Affordable Housing Design Guidelines.

AFFIDAVIT OF NEIGHBORHOOD NOTIFICATION AND MEETING SUMMARY

1. Request change to zoning from: SINGLE FAMILY (existing zoning) to RTH (proposed zoning)
2. Meeting Date & Time: 7-24-25 4:00-6:30pm
3. Meeting Location: 2808 N. FORT
4. Number of invitations that were sent: 70+
5. How the mailing list was generated: _____
6. Number of neighbors in attendance (attach a sign-in sheet): 7
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).

VERBAL comments
- no stop sign
- Street isn't wide enough
- It will devalue my house.

8. List or attach the written comments and how you plan to address any issues:

I, ROBERT McCartney (*print name*), attest that the neighborhood meeting was held on 7-24-25 (*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

ROBERT McCartney
Printed name of person completing affidavit

NEIGHBORHOOD MEETING SIGN-IN SHEET

Project: FORT	**Meeting Date:** 7-24-25
Owner/Operator: T.p Top Homes LLC	**Location of Meeting:** 2808 N. FORT

Name	Address	Phone	E-Mail
Philip Cunningham	2765 N. Fort	417 343 6672	osgdns.com
Gail Cunningham	2765 N Fort	417 5767342	gail.cunningham315@gmail.com
Chelsey Moore	2810 N. Fort Springfield MO 65803	417-844-8172	Chellyd3515@gmail.com
Brian Stollgus	2729 N. Fort Springfield	417-242-8678	N/A
Darren Moore	2825 N Fort		
Jayne Enloe	1134 W. Kerr St	417-848-9042	giantkiller612@att.net
ALAN EDES	1023 W. KERR ST.	417.655.7510	ase6466@yahoo.com

From: Jordanya Raos
To: Zoning@springfieldmo.gov
Subject: Comments for rezoning request for 2808 n fort ave
Date: Saturday, July 19, 2025 3:28:41 PM

Hello, we just received the neighborhood meeting notice for the proposed rezoning for the project at 2808 n Fort Ave, Springfield,MO 65802.

Our comments are as follows.

We disagree with the request to rezone the area from single family to RTH.

Our reasons:

Property Availability- while we agree that Springfield needs more decent, low- income housing. We do not believe this project aims for that.
- There are several empty properties in the area which are either for sale or rent and remain empty.
- There are several abandoned homes in the area which remain empty and unused.

Environmental Impact- the project in question is located on a top slope of semi-rocky soils. Historically the land would have been semi-forested chert woodlands/savanna-woodland or a glade. You can still find some remnant plants from that time period (prickly pear cactus, calamint, dittany, woodland beebalm, etc.) The property slopes down to a small creek which provides a green refugia for wildlife. There are sensitive species in this habitat and in this area including endangered species and species of Conservation concern. The land has already been slicked off for this project without any protection from erosion of soil. This could lead to soil and rocks filling the creek during this project. But as to how this is important to the zoning change request, more vehicles and human usage will have an effect on an already limited natural resource.

Road Planning/Traffic- an increase in traffic would not benefit our area with its limited parking availability, lack of road clearing, little access to sidewalks and public transit. We recently saw the addition of an apartment complex a few blocks away and traffic issues have increased while road improvements have not.

Thank you for your time,

Jordanya and Dinko Raos
2748 N Fort Ave, Springfield, MO 65803
816-878-3319

EXPLANATION TO COUNCIL BILL 2025-199 (LEE)

FILED: 09/10/2025

ORIGINATING DEPARTMENT: Public Works

TITLE: A special ordinance authorizing the City Manager, or designee, to enter into an Intergovernmental Cooperative Agreement with Ozarks Transportation Organization for the purpose of constructing an extension of the Ward Branch Greenway Trail; amending the Fiscal Year 2025-2026 budget of the Department of Public Works in the amount of $99,337 for the purpose of funding a 20% match for said project; and authorizing the City Manager to accept donations for the purpose of funding said match.

PURPOSE: Authorizing the City Manager, or designee, to enter into an Intergovernmental Cooperative Agreement ("Exhibit 1") with the Ozarks Transportation Organization ("OTO") for the purpose of funding and constructing an extension of the Ward Branch Greenway Trail ("project"); accepting donations up to $60,000 for the project; amending the Fiscal Year 2025-2026 budget for the Department of Public Works in the amount of $99,337 to appropriate any donated funds; transferring $99,337 to OTO as the City's 20 percent local match for OTO's federal Transportation Alternatives Program ("TAP")/Carbon Reduction Program ("CRP") funding to construct the project; and amending the Capital Improvements Program as applicable to add the funded project.

BACKGROUND INFORMATION: In June 2024, the City entered into an agreement ("Exhibit 2") with Ozark Greenways, Inc. ("OG"), to match engineering funding for five trail projects, including the extension of the Ward Branch Greenway Trail from National Avenue to Fremont Avenue. In November 2024, the City entered into an agreement ("Exhibit 3") with OG and OTO assigning responsibility for managing the engineering of the trail projects to OTO. In July 2025, OTO approved TAP/CRP funding in the amount of $397,348 for 80 percent of anticipated construction costs for the project. Various "Medical Mile Stakeholders," including CoxHealth, have pledged up to $99,337 to be applied toward local matching funds for the construction project, with the remaining balance of the 20% local match funding to be paid using 1/8-cent Transportation Sales Tax Walkability Program funds that are already budgeted. Once the City has obtained or identified the local matching funds necessary for the 20% match ($99,337), it will transfer the local matching funds to OTO. Easements necessary to construct the project are anticipated to be donated to the Springfield-Greene County Park Board, as the Department of Parks and Recreation will maintain and operate the trail extension upon completion of the project.

Consistent with the Intergovernmental Cooperative Agreement, OTO will manage all aspects of the construction process for the project: advertising, bidding, contracting, administering the contract, and inspecting construction.

The City will be responsible for costs exceeding $496,685, which will come from 1/8-cent Transportation Sales Tax Walkability Program funds already budgeted.

Supports the following City Council Priorities:

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

REMARKS: Public Works recommends approval of this Council bill and budget adjustment.

Submitted By: Brett Foster, Assistant Director of Public Works

Authorized for inclusion on the agenda pursuant to City Code section 2-33:

Attachments:
1. OTO Ward Branch_ord
2. OTO Ward Branch_ex1
3. OTO-Ward Branch Agreement and Funding_Exh2 Contract 2024-1295
4. OTO-Ward Branch Agreement and Funding_Exh3 Contract 2024-1295-01
5. OTO-Ward Branch Agreement and Funding_Exh4 BA (1)

One-rdg. _____
P. Hrngs. _____
Pgs. 25
Filed: 09-02-25

Sponsored by: Lee

First Reading: _____ Second Reading: _____

COUNCIL BILL 2025-199 SPECIAL ORDINANCE _____

AN ORDINANCE

AUTHORIZING the City Manager, or designee, to enter into an Intergovernmental Cooperative Agreement with Ozarks Transportation Organization for the purpose of constructing an extension of the Ward Branch Greenway Trail; amending the Fiscal Year 2025-2026 budget of the Department of Public Works in the amount of $99,337 for the purpose of funding a 20% match for said project; and authorizing the City Manager to accept donations for the purpose of funding said match.

_____

WHEREAS, in June 2024, the City entered into an agreement with Ozark Greenways, Inc. ("OG"), attached hereto and incorporated herein by reference as "Exhibit 2," to match engineering funding for five trail projects, including the extension of the Ward Branch Greenway Trail from National Avenue to Fremont Avenue (the "Project"); and

WHEREAS, in November 2024, the City entered into an agreement with Ozarks Transportation Organization ("OTO") and OG, attached hereto and incorporated herein by reference as "Exhibit 3," assigning responsibility for managing the engineering of the trail projects to OTO; and

WHEREAS, in July 2025, OTO approved funding for 80 percent of anticipated construction costs ($397,348) for the Project, with the remaining 20 percent to be paid with local matching funds ($99,337); and

WHEREAS, various "Medical Mile" stakeholders, including CoxHealth, have pledged up to $60,000 in donations to be applied toward the local match for the Project, with the remaining balance of the 20% local match funding to be paid using 1/8-cent Transportation Sales Tax Walkability Program funds that are already budgeted; and

WHEREAS, in addition to any monetary donations, easements necessary to construct the Project are anticipated to be donated to the Springfield-Greene County Park Board.

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

Section 1 – The City Manager, or designee, is hereby authorized to enter into an Intergovernmental Cooperative Agreement with Ozarks Transportation Organization for the purpose of constructing an extension of the Ward Branch Greenway Trail ("the Project"), said agreement to be in substantially the same form as "Exhibit 1," which is attached hereto and incorporated herein by reference.

Section 2 – The budget of the Department of Public Works for Fiscal Year 2025-2026 is hereby amended in the accounts and in the amounts as shown on Budget Adjustment No. 012, a copy of which is attached hereto and incorporated herein by reference as "Exhibit 4."

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. The Director of Finance is hereby authorized to adjust this appropriation in an amount reflecting the actual donations received pursuant to Section 5.

Section 5 – The City Manager, or designee, is hereby authorized to accept donations for the purpose of funding a 20% match for the Project in an amount not to exceed $99,337.

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: _____, Assistant City Attorney

Approved for Council action: _____, City Manager

Exhibit 1

ROUTING ORDER	(1) ORIGINATING DEPARTMENT	(2) CONTRACTOR	(3) FINANCE DEPARTMENT
	(4) LAW DEPARTMENT	(5) CITY MANAGER'S OFFICE	(6) CITY CLERK'S OFFICE
EFFECTIVE DATE	TERMINATION DATE	CONTRACT NUMBER:	
(X) NEW CONTRACT			

CITY	CONTRACTOR
City of Springfield **840 Boonville Avenue** **Springfield, MO 65802** **Phone: (417) 864-1902** **Attn: Dan Smith, Director of Public Works**	**Ozarks Transportation Organization** **2208 W. Chesterfield Blvd., Suite 101** **Springfield, MO 65807** **Phone: (417) 865-3042** **Attn: Sara Fields, Executive Director**

INTERGOVERNMENTAL COOPERATIVE AGREEMENT:
WARD BRANCH GREENWAY TRAIL CONSTRUCTION PROJECT

THIS CONTRACT, made and entered into this _____ day of _____, 20___ ("Effective Date," which shall be the date of the last signature to this Agreement), by the parties identified above, WITNESSETH:

THAT, WHEREAS, both the City of Springfield ("City") and Ozarks Transportation Organization ("OTO") desire to improve and expand the trail network within the City; and

WHEREAS, engineering has been completed for a segment of the Ward Branch Greenway Trail ("Trail") between National and Fremont avenues within the City; and

WHEREAS, OTO has approved federal Transportation Alternatives Program ("TAP")/Carbon Reduction Program ("CRP") funding in the amount of $397,348 as 80 percent of anticipated construction costs of the Trail and the City will be required to provide the 20 percent matching funds of $99,337, using donated and designated City funds for this match; and

WHEREAS, CoxHealth is to donate to the City, by and through the Springfield-Greene County Park Board, easements for the Trail and $30,000 for local matching funds for the Trail construction and other "Medical Mile Stakeholders" are to donate up to an additional $30,000, and if this monetary donation is not received, the City will identify alternate funds to make up the difference for the City's matching fund requirement as part of the TAP Grant match; and

WHEREAS, Burrell Behavioral Health is to donate to the City, by and through the Springfield-Greene County Park Board, easements for the trail; and

WHEREAS, the City, by and through the Springfield-Greene County Park Board, is also seeking an easement donation from another landowner along the proposed trail; and

WHEREAS, the City's contribution towards the 20 percent matching funds that will be paid to OTO, totaling $99,337, will include whatever funds are donated to the City for this project along with funds from the City's 1/8-cent Transportation Sales Tax Walkability Program; and

WHEREAS, the City desires to enter into an agreement with OTO to manage all aspects of the construction process for the Trail.

NOW, THEREFORE, for the considerations herein expressed, it is agreed by and between the City and OTO as follows:

1. **Term**. The term for this Agreement is from the Effective Date until _____, or the completion of this project, whichever first occurs. OTO shall commence advertising, bidding, awarding and contracting with a qualified contractor as soon as practicable after the Effective Date of this Agreement, unless otherwise directed in writing by the City.

2. **Termination.**
   a. Termination for breach: In the event that Contractor fails to comply with any term of this Agreement, City may suspend or terminate this Agreement, in whole or in part, or take other remedial action as it determines appropriate. Should City desire to terminate this Agreement for noncompliance, it shall first give written notice of the reason for proposed termination. The notice shall set forth the following:
      i. Reasonable description of the default/reason for termination;
      ii. Demand for a cure; and
      iii. Statement of reasonable time within which a cure must be effected. Such reasonable time will be presumed to be not less than five, nor more than fifteen, business days. Such times shall be measured from the actual receipt of said notice.

   If Contractor cures the default within the reasonable period of time set forth in the notice, or as otherwise agreed in writing between the parties, City shall not terminate the Agreement and the written notice of proposed termination shall be deemed revoked, null and void.

   In the event of termination of this Agreement by City, when termination is due to Contractor noncompliance as set forth above, Contractor shall forfeit to City all unexpended monies provided under the Agreement.
   b. Termination for convenience: City may also terminate this Agreement for convenience with at least fifteen business days' written notice to Contractor.
   c. Termination for insufficient funding: Funding to be made available by City under this Agreement has been approved by the City Council. In the event that sufficient funds are not appropriated, at the sole discretion of City, this Agreement may be terminated in whole or in part with fifteen business days' written notice to Contractor.

3. **Compliance with Laws.** All applicable Federal, State, and local laws, rules, and regulations are to be adhered to in accordance with all parts of this contract and OTO agrees to require and monitor compliance by all contractors, subcontractors, and other third parties they contract with as part of this project. OTO shall pay and require its subcontractor(s) to pay all labor utilized in the construction of the Improvements a wage of no less than the "prevailing hourly rate of wages" for work of a similar character in this locality, as established and amended at any time by the Department of Labor and Industrial Relations of the State of Missouri.

4. **Non-Discrimination.** Contractor agrees in the performance of this Agreement not to discriminate on the ground or because of race, creed, color, national origin or ancestry, sex, religion, handicap, age, status as a protected veteran or status as a qualified individual with a disability, or political opinion or affiliation, against any employee of Contractor or applicant for employment and shall include a similar provision in all subcontracts, if any are let or awarded hereunder. The parties hereby incorporate the requirements of 41 C.F.R. §§ 60-1.4(a)(7), 29 C.F.R. Part 471, Appendix A to Subpart A, 41 C.F.R. § 60-300.5(a) and 41 C.F.R. § 60-741.5(a), if applicable.
   a. **Contractor and any subcontractor(s), let or awarded hereunder, if any, shall abide by the requirements of 41 C.F.R. § 60-300.5(a). This regulation prohibits discriminations against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.**
   b. **Contractor and any subcontractor(s), let or awarded hereunder, if any, shall abide by the requirements of 41 C.F.R. § 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.**

5. **Management of All Aspects of Construction Process**. OTO shall advertise, bid, award (subject to City concurrence), and contract with a qualified contractor ("Contractor") to construct the Trail project according to the applicable plans and specifications. OTO also shall administer the construction contract, perform construction inspection, and share with the City all information, data, and plans upon completion of the project. OTO agrees to furnish the City with a copy of all contracts it executes in the performance of the work to be undertaken within the scope of this contract and agrees that the City shall be a named, third-party beneficiary of these contracts, but the City shall not be obligated or liable hereunder to any party other than OTO.

6. **Independent Contractor Clause.** This contract does not create an employee/employer relationship between the parties. It is the parties' intention that OTO will be an independent contractor and not City's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, Missouri revenue and taxation laws, Missouri workers' compensation and unemployment insurance laws. OTO will retain sole and absolute discretion in the judgment of the manner and means of carrying out OTO's activities and responsibilities hereunder. OTO agrees that it is a separate and independent enterprise from the City and that it will utilize a high level of skill necessary to perform the work. This

contract shall not be construed as creating any joint employment relationship between OTO and the City and the City will not be liable for any obligation incurred by OTO, including but not limited to unpaid minimum wages and/or overtime premiums.

7. **Grant of License and Restoration of Property.** The City hereby provides a license to OTO, its assigns, successors, agents, representatives, consultants, contractors, and sub-contractors to enter onto any easements, whether permanent or temporary, donated to the City or the Springfield-Greene County Park Board, or designated for use during this project, for the purpose of constructing an extension to the Trail. OTO and its subcontractor(s) shall repair, replace, or restore to its former condition any property damaged by OTO or its subcontractor(s) during the course of construction.

8. **Shared Costs**. The parties agree to share costs of this Trail project in the following manner:

a. OTO shall apply federal TAP/CRP funding for 80 percent of construction costs, up to $397,348.

b. City shall contribute 20 percent local matching funds for construction costs, up to $99,337.

c. City shall be responsible for actual construction costs exceeding $496,685, funded from the 1/8-cent Transportation Sales Tax Walkability Program.

9. **Payment Due.** City agrees to pay its share of Trail costs, $99,337, to OTO prior to OTO advertising to solicit bids for the Trail project.

10. **Construction Contract Award.** OTO shall obtain, in writing, concurrence from City's Director of Public Works, or his designee, prior to awarding the project to the lowest and best responsive bidder. OTO agrees that any contract entered into for construction of the Trail shall include the City's then-current insurance requirements, all of which are set out in the attached Exhibit ____, which is incorporated herein by reference.

11. **Change Orders.** OTO shall obtain, in writing, concurrence from City's Director of Public Works, or his designee, prior to approving change orders for the project.

12. **Final Inspection and Project Acceptance.** Upon substantial completion of construction, OTO shall schedule a final inspection with City's Director of Public Works, or his designee, and obtain, in writing, project acceptance from City's Director of Public Works, or his designee.

13. **Reimbursement of Unutilized Local Funds.** Upon final closeout of the Trail project, OTO shall reimburse to City local funds not utilized, if any, for the Trail project.

14. **Liability and Indemnity.** In no event shall the City be liable to OTO for special, indirect, or consequential damages, except those caused by the City's gross negligence or willful or wanton misconduct directly and solely resulting in a breach of this contract. The maximum liability of the City shall be limited to the amount of money to be paid or received by the City under this Contract. To the extent permitted by law, OTO shall hold harmless and indemnify the City, its Council, officers, employees, and agents, from and against all claims, causes of action, suits, demands, liabilities, damages, penalties, judgments, and expenses arising out of or in any way connected with this Contract.

15. **Insurance.** To insure the risks inherent in the project, OTO shall require the following insurance coverage of its subcontractor(s):

OTO's subcontractor(s) shall procure and maintain during the construction of the improvements described herein liability insurance as hereinafter specified:

a. **Worker's Compensation Insurance** for all subcontractor(s)' employees to be engaged in work under this Agreement, in the amount required by statute, and including limits of at least $1,000,000 per occurrence for Employer's Liability.

b. **Commercial General Liability Insurance**, including coverage for Premises, Operations, Products and Completed Operations, Contractual Liability, Broad Form Property Damage, Independent Contractors, Explosion, Collapse, and Underground Property Damage and endorsed for blasting if blasting required, in an amount not less than Three Million and No/100 Dollars ($3,000,000.00) per occurrence. Such coverage shall apply to bodily injury, death and property damage on an "Occurrence Form Basis." OTO and its subcontractor(s) involved in the completion of this project shall agree that the proceeds of their respective insurance policy(ies) shall first be used to pay any

award, damages, costs, and/or attorneys' fees incurred by or assessed against the City of Springfield, its employees, officers, and agents, before payment of any award, damages, costs or attorney's fees of OTO or its subcontractor(s), and their respective employees, officers, or agents. OTO and its subcontractor(s) agree to cause its insurer to name the City of Springfield as an additional insured on such insurance policy, including the City of Springfield as an additional insured for coverage under its products-completed operations hazard, and said policy shall be primary and noncontributory. A Waiver of Subrogation endorsement must be provided by OTO and its subcontractor(s) in favor of the City of Springfield**.**

c. **Automobile Liability Insurance**, covering bodily injury, death and property damage for owned, non-owned and hired vehicles, with limits of at least Three Million and No/100 Dollars ($3,000,000.00) for all claims arising out of a single accident or occurrence. All such policies shall name the City of Springfield as an additional insured on such policies during and as part of the completion of this project.

d. **Subcontracts**. OTO's subcontractor(s) shall require any additional subcontractor(s) they retain to procure and maintain workers compensation insurance as required by state law, and all insurance required in subparagraphs (a), (b) and (c) hereof and in like amounts, unless OTO or the primary subcontractor provides coverage for the additional subcontractor(s) under their own, respective policies.

e. **Owner's Protective Liability Insurance**. OTO's subcontractor(s) shall also obtain at its own expense and deliver to the City an Owner's Protective Liability Insurance Policy naming the City as the insured with the same insurance company with which the primary subcontractor carries its Public Liability Insurance and automobile liability insurance, in an amount not less than Three Million and No/100 Dollars ($3,000,000), for all claims arising out of a single accident or occurrence, except for those claims governed by the provisions of the Missouri worker's compensation law, Chapter 287 RSMo.; further, no policy will be accepted which excludes liability for damage to underground structures or by reason of blasting, explosion or collapse.

f. **Notice**. OTO's subcontractor(s) and any additional subcontractor(s) shall furnish the City, prior to beginning the work, the policies as specified in these subparagraphs and satisfactory proof of carriage of all the insurance required by this Agreement, with the provision that policies shall not be canceled, modified, or non-renewed without 10 days' written notice to the City.

16. **Conflicts**. No salaried officer or employee of the City and no member of the City Council shall have a financial interest, direct or indirect, in this Agreement. A violation of this provision renders the Agreement void. Any applicable federal regulations and applicable provisions in Section 105.450 et seq. RSMo shall not be violated. OTO covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services to be performed under this Contract. OTO further covenants that in the performance of this Contract no person having such interest shall be employed or compensated by OTO.

17. **Confidentiality of Documents**. Any reports, data, design or similar information given to or prepared or assembled by the OTO under this Contract which the City requests to be kept as confidential shall not be made available to any individual or organization by the OTO without prior written approval of the City.

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

19. **Entire Agreement**. This Contract contains the entire agreement of the parties. No modification, amendment, or waiver of any of the provisions of this Contract shall be effective unless in writing specifically referring hereto, and signed by both parties.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto evidence their agreement to the terms of this Contract by their signatures below.

CITY OF SPRINGFIELD, MISSOURI

By: _____
City Manager or Designee
Date: _____

CERTIFICATE OF DIRECTOR OF FINANCE: I certify that the expenditure contemplated by this document is within the purpose of the appropriate to which it is to be charged and that there is an unencumbered balance of appropriated and available funds to pay therefor.

By: _____
City Finance Director or Acting Director

Approved as to form:

By: _____
Assistant City Attorney

OZARKS TRANSPORATION ORGANIZATION

By: _____
Print Name & Title: _____
Date: _____

CONTRACT

~~-2023-0801-01-~~ 2024-1295

Title	Routing Order	Date	Initials
Director of Finance	DAVID HOLTMANN		DH
Contract Administrator	BUFFEE SMITH	6/12/2024	BMS
City Attorney	JORDAN PAUL		JP
City Manager	JASON GAGE		JG
City Clerk	ANITA COTTER		

☐ New Contract ☐ Contract Renewal ☐ Auto Renew ☑ Addendum ☐ Change Order ☐ Void

Type Of Contract: LICENSE

Contractor: OZARK GREENWAYS INC

Originating Dept: CITY MANAGER

Contact Person: SHARON SMITH

Effective Date: 6/12/2024

Termination Date: **Owned:**

Amount: $182,000.00 **Requisition:** 52205 **PO:** 227905

Additional Amount:

Notes: FUNDING THE SERVICES DESCRIBED HEREIN RELATED TO THE MULTI-TRAIL GAP PLANNING AND DESIGN PROJECT; SEE CONTRACT LANGUAGE FOR PERIOD OF PERFORMANCE

Description: FUNDING MEMORANDUM AND SERVICES AGREEMENT - SPRINGFIELD-GREENE COUNTY PARK BOARD

Council Bill: 2024-065 **Ordinance No.** 27980

50602

FUNDING, LICENSE, AND SERVICES AGREEMENT

THIS AGREEMENT ("this "Agreement") is made and entered into this 12th day of June, 2024 ("the Effective Date"), by and between the City of Springfield, Missouri, a Missouri Municipal Corporation ("City"), and Ozark Greenways, Inc., a Missouri Nonprofit Corporation ("Greenways").

WITNESSETH:

WHEREAS, the Parties entered into Contract Number 2023-0801, a Funding Memorandum and Services Agreement, on or about June 30, 2023 ("the Master Agreement"); and

WHEREAS, the Master Agreement contemplates future Funding, License, and Service Agreements such as this Agreement; and

WHEREAS, City desires to enter into this Agreement for the purpose of funding the services described herein related to the Multi-Trail Gap Planning and Design Project for the not to exceed price of $182,000; and

WHEREAS, Greenways desires to enter into this Agreement for the purpose of performing the services described herein related to the Multi-Trail Gap Planning and Design Project for the not to exceed price of $182,000.

NOW, THEREFORE, in exchange for valuable consideration each received from the other, the receipt and sufficiency of which is hereby acknowledged, the Parties do hereby agree as follows:

PART A

ARTICLE 1: SCOPE OF SERVICES

1.1 **Scope of Services:** Greenways agrees to perform the services herein set forth in connection with the project described in **Part B** in a satisfactory and proper manner as determined by City and in accordance with the terms set forth in this Agreement.

1.2 **Non-Municipal Personnel and Services:** Greenways will secure, at Greenways' own expense, all personnel required to perform the services called for under this Agreement by Greenways. Such personnel shall not be employees of or have any contractual relationship with City except as employees or independent contractors of Greenways. All of the services required hereunder will be performed by Greenways or under Greenways' direct supervision, and all personnel engaged in the services shall be fully qualified and shall be authorized under state and local law to perform such services.

1.3 **Period of Performance:** The services of Greenways are to commence as soon as practicable on or after the date of this Agreement, and shall be undertaken and completed in such sequence as to assure their expeditious completion in light of the purposes of this Agreement. Greenways must incur all costs associated with the project by April 22, 2025, and must expend all funds by October 22, 2025.

ARTICLE 2: COMPENSATION AND USE OF FUNDS

2.1 **Regulation for Use of Funds:** The use of funds received pursuant to this Agreement shall be in accordance with the requirements of City; other regulations governing the use of these funds; and any amendments or policy revisions thereto which shall become effective during the term of this Agreement. ***It is Greenways' responsibility to read, understand, and comply with these regulations.***

2.2 **Vendor Registration:** Greenways must complete the necessary paperwork to become a vendor of City before any payment can be made. This includes completing City's vendor registration form(s), providing Greenways' current W-9, and City staff verifying Greenways' taxpayer ID with the IRS. The address on the Vendor Registration form must agree with the address on the invoice requesting reimbursement. If there are any changes, a new Vendor Registration form must be completed.

2.3 **Total Payments:** City is limited by law with respect to the amount of money it can pay. Greenways expressly understands that in no event will the total amount of funds provided by City to Greenways under this Agreement exceed the sum of $182,000. The Parties acknowledge and agree that the purpose of this contract is to provide 20% matching funds for an award of grant funding from the Ozark Transportation Organization in 2024. The Parties further acknowledge and agree that this contract is conditioned on Greenways' receipt of said grant funds, and, to the extent that said grant funds are not awarded to Greenways, any unused matching funds will be returned to City.

2.4 **Pre-Condition for Receipt of Funds:** This contract is conditioned on Greenways' award of grant funding from the Ozarks Transportation Organization

2.5 **Procurement Methods:** Greenways must have and use documented procurement procedures, consistent with the City's procurement policy, for the acquisition of property or services required under this Agreement.

ARTICLE 3: PROGRAM MONITORING

3.1 **General:** City staff may evaluate progress based on the objectives, criteria, work schedule, and budget in **Parts B and C**, to determine if it is consistent with the initial purpose of the project and in compliance with City requirements. All data necessary to review and monitor project progress as determined by the City will be made available to City personnel or an auditor as designated by the City to oversee compliance monitoring. This includes, but is not limited to performance records and interviews with Greenways' staff, as required by City.

3.2 **Financial Monitoring:** City staff may monitor, review, and evaluate the financial procedures of Greenways. All data necessary to review and monitor the financial procedures as determined by the City will be made available to City personnel or an auditor as designated by the City to oversee financial monitoring. This includes, but is not limited to financial records and interviews with Greenways' staff, as required by City.

3.3 **Projects Involving Construction or Renovation, or the Planning/Design for Either:** For all projects requiring construction or renovation, or for plans and design for future construction/renovation, Greenways must comply with the City building code, all zoning regulations, and meet or exceed any designs and/or specifications provided by City staff.

ARTICLE 4: AUDITS AND INSPECTIONS

4.1 **Audits and Inspections:** Greenways must establish an adequate accounting system on a current basis in accordance with generally accepted accounting principles and standards and in accordance with any specific requirements of the Director of Finance of City. Greenways personnel will make available to City staff, and any other auditor authorized by City, all program and accounting records and financial statements needed or requested by City or its Auditor(s). If any portion of the funds approved by this Agreement is subcontracted to other organizations for the delivery of objectives and criteria, Greenways will ensure that the fiscal and performance records of the subcontractor will be available for inspection by City personnel or duly authorized auditors by including appropriate clauses in all of its subcontracts that Greenways records must be available for review or audit by the appropriate officials of City.

ARTICLE 5: DOCUMENTATION AND RECORD KEEPING

5.1 **Establishment and Maintenance of Records:** Greenways shall establish and maintain records as prescribed by City, with respect to all matters covered by this Agreement.

5.2 **Record Requirements:** Greenways shall maintain all records required by the State of Missouri and/or City, and that are pertinent to the activities to be funded under this Agreement. Such records shall include but are not limited to:

a. Records providing a full description of each activity undertaken;
b. Records required to determine the eligibility of activities;
c. Financial records that document all transactions and that can be properly documented and audited;
d. Copies of all bid documents, bids received, RFPs, RFQs, and any other procurement documents;
e. Copies of all third party or subcontracts; and
f. Detailed records on the Greenways' organization, financial and administrative systems, and the specific City-funded project(s) or activities.

5.3 **Retention of and Access to Records:** Greenways must consult with and remain in compliance with the Record Retention Guidelines published by the Missouri Secretary of State. If any litigation, claim, negotiation, or other action involving the records has been started before the expiration of the established retention period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. Greenways agrees that City, or any of its authorized representatives has access to and the right to examine all records which are pertinent to this Agreement. The right also includes timely and reasonable access to Greenways' personnel for the purpose of interview and discussion related to such records. The same right to review will be imposed upon any third party or subcontractor of Greenways.

ARTICLE 6: TERMINATION

6.1 Termination:

a. Termination for breach: In the event that Greenways fails to comply with any term of this Agreement, City may suspend or terminate this Agreement, in whole or in part, or take other remedial action as it determines appropriate. Should City desire to terminate this Agreement for noncompliance, it shall first give written notice of the reason for proposed termination. The notice shall set forth the following:

   i. Reasonable description of the default/reason for termination;
   ii. Demand for a cure; and
   iii. Statement of reasonable time within which a cure must be effected. Such reasonable time will be presumed to be not less than five, nor more than fifteen, business days. Such times shall be measured from the actual receipt of said notice.

If Greenways cures the default within the reasonable period of time set forth in the notice, or as otherwise agreed in writing between the parties, City shall not terminate the Agreement and the written notice of proposed termination shall be deemed revoked, null and void.

In the event of termination of this Agreement by City, when termination is due to Greenways noncompliance as set forth above, Greenways shall forfeit to City all unexpended monies provided under the Agreement.

b. Termination for convenience: City may also terminate this Agreement for convenience with at least fifteen business days' written notice to Greenways.

c. Termination for insufficient funding: Funding to be made available by City under this Agreement has been approved by the City Council. In the event that sufficient funds are not appropriated, at the sole discretion of City, this Agreement may be terminated in whole or in part with fifteen business days' written notice to Greenways.

ARTICLE 7: MISCELLANEOUS CLAUSES AND NOTICES

7.1 Terms Herein Controlling Provisions: The terms of this Agreement shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the Agreement.

7.2 Entire Agreement. This Agreement contains the entire agreement of the parties. No modification, amendment, or waiver of any of the provisions of this Agreement shall be effective unless in writing specifically referring hereto and signed by all parties.

7.3 Assignability: Neither City nor Greenways shall assign, sublet, or transfer any interest in this Agreement without the prior written consent of the other.

7.4 Subcontracting/Third Party Contracts: Greenways agrees to furnish City with a copy of any and all third-party contracts that it executes in the performance of the work to be undertaken within the scope of this Agreement. Greenways agrees to incorporate or cause to be incorporated in all third-

party contracts or subcontracts funded under or as part of this Agreement provisions requiring all applicable Federal, State, and local laws, rules, and regulations to be adhered to in accordance with all parts of this Agreement. Specifically, Greenways agrees to require and monitor compliance by all contractors, subcontractors, and other third parties. Any third-party contract that is not in accordance with the outlined budget in this Agreement will be subject to the advance, written approval of City. Furthermore, City shall not be obligated or liable hereunder to any party other than Greenways.

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

7.6 **Third Party Exclusion.** This Agreement is intended solely for the benefit of City and Greenways and is not intended to benefit, either directly or indirectly, any third party or member(s) of the public at large. No third party may sue for damages based on the terms or performance of this Agreement.

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

7.8 **Liability and Indemnity**. The parties mutually agree to the following:

a. In no event shall City be liable to Greenways for special, indirect, or consequential damages, except those caused by City's gross negligence or willful or wanton misconduct directly and solely resulting in a breach of this Agreement.
b. Greenways shall defend, indemnify, and hold City harmless from and against all claims, including but not limited to losses, and liabilities arising out of personal injuries, including death, and damage to property, which are caused by Greenways arising out of or in any way connected with this Agreement.
c. Greenways shall indemnify and hold City harmless from all wages or overtime compensation due Greenways' employees in rendering services pursuant to this Agreement, including payment of reasonable attorney fees and costs in the defense of any claim made under the Fair Labor Standards Act or any other federal or state law.

7.9 **Insurance**: Without limiting any of the other obligations or liabilities of Greenways, Greenways shall secure and maintain, at its own cost and expense, throughout the duration of this Agreement, and until the work is completed and accepted by City, insurance of such types and in such amounts as may be necessary to protect it, and the interests of City, against all hazards or risks of loss as hereunder specified, or which may arise out of the performance of this Agreement. The form and limits of such insurance, together with the underwriter thereof in each case, are subject to approval by City. Regardless of such approval, it shall be the responsibility of Greenways to maintain adequate insurance coverage at all times during the term of the Agreement. Failure of Greenways to maintain coverage shall not relieve it of any contractual responsibility or obligation or liability under this Agreement.

The certificates of insurance, including evidence of the required endorsements hereunder, or the policies, shall be filed with City at the time that this Agreement is signed by Greenways. All insurance policies shall provide thirty (30) days written notice to be given by the insurance company in question prior to modification or cancellation of such insurance. Such notices shall be mailed, certified mail, return receipt requested, to:

City of Springfield – Attn: City Manager's Office, P.O. Box 8368, Springfield, MO 65801-8368 and

As of January 1, 2024, the minimum coverage for the insurance referred to herein shall be as set out below:

a. Workers' Compensation....Statutory coverage per RSMo 287.010 et seq. Employer's Liability.....$1,000,000.00
b. Commercial General Liability Insurance, including coverage for Contractual Liability and Independent Contractors Liability. Such coverage shall apply to bodily injury and property damage on an "Occurrence Form Basis" with limits of at least One Million and 00/100 Dollars ($1,000,000) for all claims arising out of a single accident or occurrence. Greenways agrees that the proceeds of such insurance policy shall first be used to pay any award, damages, costs, and/or attorneys' fees incurred by or assessed against City, its employees, officers and agents, before payment of any award, damages, costs or attorney fees of Greenways, its employees, officers or agents. Greenways agrees to cause its insurer to name City as an additional insured on such insurance policy, including City as an additional insured for coverage under its products-completed operations hazard, and said policy shall be primary and noncontributory.
c. Automobile Liability Insurance covering bodily injury and property damage for owned, non-owned and hired vehicles, with limits of at least One Million and 00/100 Dollars ($1,000,000) for all claims arising out of a single accident or occurrence. Subcontractor agrees to cause its insurer to name City as an additional insured on such insurance policy.

7.10 **Confidentiality of Documents:** Greenways, at such times and in such forms as City may require, shall furnish to the City, such statements, records, reports, data, and information City may request pertaining to matters covered by this Agreement. Any information, data, and other related materials prepared or assembled by Greenways under this Agreement which City requests to be kept as confidential shall not be made available to anyone other than an appropriate agency of the United States government without the prior written approval of City.

7.11 **Identification of Documents and Projects:** All projects, reports, maps, news releases, and/or other documents undertaken as part of this Agreement, other than documents exclusively for internal use with City staff, shall contain the following posted information at the project site or the front cover or title page of any reports or documents, or in the case of maps, in an appropriate block: "City of Springfield", then name of Greenways, and, in the case of written material, the month and year of preparation and the following information regarding City assistance: "The funding of this project, report, map, document, etc., was financed (in whole or in part) through an award of funds from the City of Springfield."

7.12 **Copyrights:** If this Agreement results in a book or other material that may be copyrighted, the author is free to copyright the work, subject to City regulations. City reserveS a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use all copyrighted material and all material that can be copyrighted.

7.13 **Patents:** Any discovery or invention arising out of or developed in the course of work aided by this Agreement shall promptly and fully be reported to City for determination by City as to whether patent protection on such invention or patent discovery shall be sought and how the rights in the invention or discovery, including rights under the patent issued thereon, shall be disposed of and administered, in order to protect the public interest. All such determinations are subject to the City regulations.

7.14 **Anti-Trust Litigation:** For good cause, and as consideration for executing this Agreement, Greenways, acting herein by and through its authorized agent, hereby conveys, sells, assigns and transfers to City all rights, title and interest in and to all causes of action it may now or hereafter acquire under the anti-trust laws of the United States and the State of Missouri relating to the particular product, products, or services purchased or acquired by Greenways pursuant to this Agreement.

7.15 **Payment of Taxes:** City shall not be liable for the payment of any taxes levied by the City, State, or Federal Governments against Greenways, and all such taxes shall be paid by Greenways; however, should City nevertheless pay any such taxes, greenways shall immediately reimburse City.

7.16 **Occupational License:** Greenways shall obtain and maintain an occupational license with City, if required by Springfield City Code, as well as any required state or federal license. The cost of this occupational license shall be borne by Greenways. This Agreement will not be executed by City until this occupational license has been obtained.

7.17 **Affidavit for Contracts Over $5,000.00**. That pursuant to Missouri Revised Statute Sections 285.525 through 285.550, if this Agreement exceeds the amount of $5,000.00 and Greenways is associated with a business entity, Greenways shall provide a notarized affidavit acceptable to City stating that the associated business entity is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services, and that said business entity does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. Additionally, Greenways must provide documentation for said business entity evidencing current enrollment in a federal work authorization program.

7.18 **Nonresident/Foreign Contractors**. Greenways shall procure and maintain during the life of this Agreement: a certificate from the Missouri Director of Revenue evidencing compliance with the transient employer financial assurance law, unless exempt pursuant to the provisions of Section 285.230 RSMo.

7.19 **Certificate of Compliance with 34.600 RSMo. (Anti-Discrimination Against Israel Act)**. That pursuant to Missouri Revised Statute Sections 34.600 et., seq., Greenways must provide a written certification of compliance with the Anti-Discrimination Against Israel Act, RSMo. 34.600 et.,seq. that Greenways is not currently engaged in and shall not, for the duration of the 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. This section shall not apply to contracts with a total potential value of less than one hundred thousand dollars or to contractors with fewer than ten employees.

7.20 **Training Required:** It shall be the responsibility of Greenways to participate in all appropriate training conducted by or as required by City.

7.21 **Choice of Law**: This Agreement and every question arising hereunder shall be interpreted under and governed by the laws of the State of Missouri. Should any part of this Agreement be litigated, venue shall be proper only in the Circuit Court of Greene County, Missouri.

7.22 **Compliance with Law.** Greenways shall comply with all applicable local, state and federal laws and regulations in carrying out this Agreement, regardless of whether said local, state and federal laws are specifically referenced in this Agreement.

7.23 **Attorney Fees**. In the event of any litigation arising from breach of this Agreement, City shall be entitled to recover from Greenways all reasonable costs incurred for such litigation, including staff time, court costs, attorney fees, and all other related expenses incurred in such litigation.

7.24 **Notices:** All notices required or permitted hereinunder and required to be in writing may be given by one of the following means: electronic mail (if to Greenways); sending the notice by a national recognized courier service, and addressed to the party to be notified, with a written receipt of delivery; or by first class mail, with return receipt requested, addressed to City or Greenways at the addresses shown below. The date of delivery of any notice provided by courier service or first class mail shall be the date of delivery as confirmed by receipt. The date of delivery of notice by electronic mail (if to Greenways) shall be deemed to be the date transmission occurs, except where the transmission is not completed by 5:00 p.m. on a regular business day at the location of the receiving party, in which case the date of delivery shall be deemed to fall on the next regular business day for the receiving party.

To City: City of Springfield
ATTN: City Manager
840 N. Boonville Ave.
Springfield, MO 65802

With a copy to: City of Springfield
ATTN: City Attorney
840 N. Boonville Ave.
Springfield, MO 65802

To Greenways: Ozark Greenways' Executive Director
650 North Boonville, Suite 201
Springfield, MO 65806

With a copy to: Ozark Greenways' Board President
650 North Boonville, Suite 201
Springfield, MO 65806

7.25 **Acceptance of Agreement**: This Agreement shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.

IN WITNESS WHEREOF, the parties hereto evidence their agreement to the terms of this Agreement **by their signatures below**.

GREENWAYS

BY: Mary Kromrey
PRINT NAME & TITLE: Mary Kromrey
DATE: Jun 12, 2024 Executive Director

CITY OF SPRINGFIELD

BY: Jason A. Gage
Jason A. Gage (Jun 27, 2024 15:16 CDT)
CITY MANAGER OR DEPUTY CITY MANAGER
DATE: Jun 27, 2024

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.

David Holtmann
David Holtmann (Jul 24, 2024 11:04 CDT)
Director of Finance or Acting Director

APPROVED AS TO FORM BY: JLP
JLP (Jun 27, 2024 15:14 CDT)
CITY ATTORNEY OR ASSISTANT CITY ATTORNEY

Remainder of page intentionally left blank.

PART B
GREENWAYS INFORMATION, PROJECT SCOPE, AND TIMELINE

GREENWAYS INFORMATION

Greenways: Ozark Greenways, Inc
SAM UEI: VYGPMK8DXRN9
FUND SOURCE: City of Springfield, MO, Carryover Funds from 2022-2023 Fiscal Year
Award Amount: $182,000

Address: 650 North Boonville, Suite 201
City: Springfield
State: MO
Zip Code + 4: 65806

Contact Person: Mary Kromrey, Executive Director
Contact Email: mary@ozarkgreenways.org
Contact Phone: 417-501-4674

PROJECT SCOPE

Project Overview:
Planning and design of multi-trail gap construction project as set out in attached "Exhibit 1-A" and "Exhibit 1-B," which are incorporated herein by reference. The City shall own any real estate interests acquired and improvements made pursuant to this Agreement, including the "Five trail segment connections" described in the exhibits.

Trail Specification Minimums Obtained from City Staff:
*Trail width at least ten (10) foot minimum; and
*Trail path to be constructed with at least (6) inch concrete thickness, using minimum of 4,000 psi concrete, medium broom finish, control joints ten (10) feet on center, and expansion joints a maximum of one hundred (100) feet apart.

Remainder of page intentionally left blank.

PART C
PROJECT BUDGET
OZARK GREENWAYS, INC
TRAIL-GAP PLANNING AND DESIGN

Expense	Amount
Professional Services	$
Local Match for OTO	$
	$
	$
	$
Total project costs:	**$182,000**

Remainder of page intentionally left blank.

CONTRACT

~~2023-0801-02~~ 2024-1295-01

Title	Routing Order	Date	Initials
Director of Finance	DAVID HOLTMANN		DH
Contract Administrator	BUFFEE SMITH	11/14/2024	BMS
City Attorney	JORDAN PAUL		JP
City Manager	JASON GAGE		JG
City Clerk	ANITA COTTER		

☐ New Contract ☐ Contract Renewal ☐ Auto Renew ☑ Addendum ☐ Change Order ☐ Void

Type Of Contract: LICENSE

Contractor: OZARKS TRANSPORTATOIN ORGANIZATION (ASSIGNED FROM OZARK GREENWAYS INC)

Originating Dept: CITY MANAGER

Contact Person: SHARON SMITH

Effective Date: 6/12/2024

Termination Date: **Owned:**

Amount: $182,000.00 **Requisition:** 52701 **PO:** 228831

Additional Amount: $0.00

Notes: ASSIGNMENT FROM OZARK GREENWAYS TO OZARKS TRANPORTATION ORG; FUNDING THE SERVICES DESCRIBED HEREIN RELATED TO THE MULTI-TRAIL GAP PLANNING AND DESIGN PROJECT; SEE CONTRACT LANGUAGE FOR PERIOD OF PERFO

Description: FUNDING MEMORANDUM AND SERVICES AGREEMENT - SPRINGFIELD-GREENE COUNTY PARK BOARD

Council Bill: 2024-065 **Ordinance No.** 27980

51891

CITY CONSENT TO OZARK GREENWAYS ASSIGNMENT TO OZARKS TRANSPORTATION ORGANIZATION FOR MULTI-TRAIL PLANNING AND DESIGN PROJECT

Parties

City: The City of Springfield, a Missouri Constitutional Charter City.

OG: Ozark Greenways, Inc, a Missouri Nonprofit Corporation in good standing.

OTO: Ozarks Transportation Organization, a Missouri Nonprofit Corporation in good standing.

Subject

Design Project: Multi-Trail Gap Planning and Design Project as noted in the Funding, License, and Services Agreement between City and OG, with an Effective Date of June 12, 2024 (Contract 2023-0801-01).

Background

On or about June 12, 2024, the City entered into Contract 2023-0801-01, which is an Agreement with OG to fund the 20% match requirement for OG to apply for and receive an 80/20 matching grant through the OTO for the planning and design of five "shovel ready" trail segment connections for the City's greenway trail system in an amount not to exceed $182,000. Paragraph 7.3 of Contract 2023-0801-01, prohibits OG from assigning, subletting or transferring any interest in Contract 2023-0801-01 without the prior written consent of the City.

The City hereby grants permission for OG to assign to OTO the duties and responsibilities set out in the attached, proposed Memorandum of Agreement (MOA) for Multi-Trail Planning and Design Project between OG and OTO, under the following terms and conditions:

1. City Contract 2023-0801-01 is incorporated herein.

2. City hereby consents to OG's assignment of the duties and responsibilities for the multi-trail gap planning and design project, set out in the MOA, to OTO. City's consent herein does not waive Contract 2023-0801-01 subsection 7.3 prohibiting assignments in the future.

3. OTO agrees to fully perform all applicable provisions of Contract 2023-0801-01.

4. City shall not be liable for any claim, action, cause of action, duty, obligation, or liability of any kind or type related to Contract 2023-0801-01 related to OTO's performance of the same.

5. OG remains liable to City for any and all claims, actions, causes of action, duties, obligations, and liabilities of any kind or type under Contract 2023-0801-01.

6. No Contract 2023-0801-01 provisions are hereby waived or modified. All Contract 2023-0801-01 provisions remain in full force and effect. Should any language in this document conflict with Contract 2023-0801-01 language, Contract 2023-0801-01 shall control.

7. This document binds all parties' successors and assigns. All parties may execute such further instruments, agreements, and other documents as may be necessary to evidence or carry out the provisions of this document.

8. This document shall be construed according to, and governed by, Missouri law. Venue for any court action involving this document shall be proper only in the Circuit Court of Greene County, Missouri.

CITY OF SPRINGFIELD, MO

By: _____
City Manager or Deputy City Manager
Date: Nov 14, 2024

OZARK GREENWAYS, LLC

By: _____
Print Name & Title: John Montgomery Interim Director
Date: Nov 14, 2024

OZARKS TRANSPORTATION ORGANIZATION

By: Sara Fields
Sara Fields (Nov 14, 2024 08:51 CST)
Print Name & Title: Sara Fields Executive Director
Date: Nov 14, 2024

Approved as to form by: JLP
JLP (Nov 14, 2024 10:54 CST), City Attorney or Assist. City Attorney

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.

David Holtmann
David Holtmann (Nov 14, 2024 10:37 CST)
Director of Finance or Acting Director

CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Exhibit 4

Budget Adjustment
012

Revenues:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
46130	20	73020	414070	000000	00000	$99,337	Donation from "Medical Mile Stakeholders", including CoxHealth, for the Ward Branch Greenway Trail Extension
Net Revenue Adjustment						$99,337	

Expenditures:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
46130	20	73020	502120	000000	00000	$99,337	Transfer of Donated Funds to the Ozarks Transportation Organization (OTO) to provide the OTO with partial local matching funds for OTO's federal Transportation Alternatives Program (TAP)/Carbon Reduction Program (CRP) grant to fund an extension of the Ward Branch Greenway Trail
Net Expenditure Adjustment						$99,337	

Fund Balance Appropriation:

Fund		Title	Amount

Explanation: To amend the FY2025-26 Budget by appropriating a donation of $60,000 from "Medical Mile Stakeholders", including CoxHealth, to be transferred to the Ozarks Transportation Organization (OTO) for partial funding of the local match requirements for OTO's federal TAP/CRP grant for an extension of the Ward Branch Greenway Trail.

Requested By:

Dan Smith 9-02-2025
Department Head Date

Approved By:

9-02-2025
Director of Finance Date

City Manager Date

Authorization:

Council Bill No. 2025-199
Ordinance No.
1st Reading
2nd Reading
Journal Imp No.

EXPLANATION TO COUNCIL BILL 2025-200 (LEE)

FILED: 09/10/2025

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. 2 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 immutable backup storage hardware and software for use by the City, and 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 2025-2026 in the amount of $1,143,000.

PURPOSE: Authorizing the City Manager, or designee, to enter into Schedule of Equipment No. 2 which will become part of its existing Master Equipment Lease Purchase Agreement with US Bankcorp Government Leasing and Finance, Inc., the proceeds of which will be used to pay the costs of acquiring and installing equipment for the City's Parks Department and Information Systems Department and 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 2025-2026 in the amount of $1,143,000.

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. 2 will be used to purchase equipment (mowers, exercise equipment, and specialized equipment) for Parks and Golf and immutable backup storage hardware and software for the Information Services Department.
The transaction will be financed by U.S. Bank under our existing Master Equipment Lease Purchase Agreement. The interest rate on this transaction is 4.04%. This is a five-year financing with quarterly payments.

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:

Attachments:

1. Parks Master Lease Agreement 2025 (Gilmore Bell Draft) LV
2. Exhibit 1 to Ordinance-Schedule of Equipment No 2 to MELPA
3. Exhibit 2 to Ordinance-Escrow Agreement
4. Exhibit 3 to Ordinance-Tax Certificate
5. Exhibit 4 to Ordinance-Budget Adjustment 0015

One-rdg. _____
P. Hrngs. _____
Pgs. 44
Filed: 09-02-25

Sponsored by: Lee

First Reading: _____ Second Reading: _____

COUNCIL BILL 2025-200 SPECIAL ORDINANCE _____

AN ORDINANCE

AUTHORIZING the City of Springfield, Missouri, through the City Manager, or designee, to enter into Schedule of Equipment No. 2 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 immutable backup storage hardware and software for use by the City, and 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 2025-2026 in the amount of $1,143,000.

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 The 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 immutable backup storage hardware and software for use by the City (as further described in the herein-defined Schedule No. 2, 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. 2 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. 2"), 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. 2 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. 2 will be held in trust by said escrow agent pending its use to purchase the Equipment financed under Schedule No. 2; and

3. Execute and deliver a Federal Tax Certificate relating to Schedule No. 2 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. 2.

(Schedule No. 2, 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. 2 for the Equipment are appropriated in the Fiscal Year 2025-2026 operating budget and a budget adjustment is necessary to appropriate the proceeds of Schedule No. 2; and

WHEREAS, the amendment to the budget for the City for Fiscal Year 2025-2026 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 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. 2 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. 2 constitute a pledge of the general tax revenues, funds, or moneys of the City, and all provisions of Schedule No. 2 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 2025-2026 in the accounts and in the amounts as shown on Budget Adjustment 0015, 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. 2 in an amount of $1,143,000.

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

Exhibit 1

Gilmore & Bell, P.C.
Draft-August 18, 2025

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. 2 dated as of September 25, 2025 (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, 2024. 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, 2024.

(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, 2025.

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. 2

EQUIPMENT DESCRIPTION

The Equipment consists of the following items:

- Equipment for use by Lessee's Parks Department, as further described below:

Description	Estimated Cost
One (1) Park Utility Cart (Rutledge Wilson Farm)	$ 19,120
Fitness Center Equipment	100,000
One (1) Resurfacing Machine (Brightspeed Ice Park)	240,000
One (1) Generator (Brightspeeed Ice Park)	125,000
One (1) Mower (Jordan Valley Park)	12,000
Parks Operations Forestry Loader and Mulching Implement	75,000
One (1) Triplex Mower (Stewart Golf Course)	44,000
One (1) Zero-Turn Mower (Stewart Golf Course)	18,000
One (1) Triplex Mower (Rivercut Golf Course)	44,000
One (1) Sidewinder Mower (Rivercut Golf Course)	55,000
One (1) Wide Area Mower (Horton Smith Golf Course)	105,000
One (1) Top Dresser (Horton Smith Golf Course)	16,000
One (1) Bed Knife (Horton Smith Golf Course)	48,000

- Immutable backup storage hardware and software, acquired and installed by the Vendor, including perpetual, nonexclusive, nontransferable licenses 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,

together with any and all replacements, substitutions, repairs, restorations, modifications, attachments, accessions, additions and improvements thereof or thereto:

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, 2025, 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. 2

PAYMENT SCHEDULE

Rental Payments will be made in accordance with **Section 4.01** of the Master Agreement and this Payment Schedule.

Principal Amount: $1,143,000

Interest Rate: 4.04%, 30/360 basis

Rental Payment Date	Total Rental Payment	Interest Portion	Principal Portion	Purchase Price *
12/25/2025	$ 63,403.50	$ 11,544.30	$ 51,859.20	N/A
03/25/2026	63,403.50	11,020.52	52,382.98	N/A
06/25/2026	63,403.49	10,491.45	52,912.04	N/A
09/25/2026	63,403.50	9,957.04	53,446.46	N/A
12/25/2026	63,403.50	9,417.23	53,986.27	$904,765.45
03/25/2027	63,403.50	8,871.97	54,531.53	848,597.98
06/25/2027	63,403.49	8,321.20	55,082.29	791,863.22
09/25/2027	63,403.50	7,764.87	55,638.63	734,555.43
12/25/2027	63,403.50	7,202.92	56,200.58	676,668.84
03/25/2028	63,403.50	6,635.30	56,768.20	618,197.59
06/25/2028	63,403.50	6,061.94	57,341.56	559,135.78
09/25/2028	63,403.50	5,482.79	57,920.71	499,477.45
12/25/2028	63,403.50	4,897.79	58,505.71	439,216.57
03/25/2029	63,403.50	4,306.88	59,096.62	378,347.05
06/25/2029	63,403.49	3,710.01	59,693.49	316,862.76
09/25/2029	63,403.50	3,107.10	60,296.40	254,757.47
12/25/2029	63,403.50	2,498.11	60,905.39	192,024.91
03/25/2030	63,403.50	1,882.96	61,520.54	128,658.76
06/25/2030	63,403.50	1,261.61	62,141.89	64,652.61
09/25/2030	63,403.50	633.97	62,769.53	0.00
Totals	$1,268,069.97	$125,069.97	$1,143,000.00	

* 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.

Exhibit 2

Gilmore & Bell, P.C.
Draft-August 18, 2025

ESCROW AGREEMENT

THIS ESCROW AGREEMENT (*"Escrow Agreement"*) is made as of September 25, 2025, 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. 2 dated September 25, 2025 (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 $1,143,000, 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 Marshall, MN 56258

CITY OF SPRINGFIELD, MISSOURI, as Lessee
By:
Name: David Cameron
Title: City Manager
Address: 840 Boonville Avenue Springfield, MO 65802 Approved as to Form: _____, City Attorney

U.S. BANK NATIONAL ASSOCIATION, as Escrow Agent
By:
Name:
Title:
Address: Global Corporate Trust DN-CO-S1CO 10035 E. 40th Avenue Denver CO 80238

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 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, 2025 (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. 2 dated September 25, 2025 (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. 2 dated September 25, 2025 (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. 2 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, 2025

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 18, 2025

FEDERAL TAX CERTIFICATE

THIS FEDERAL TAX CERTIFICATE (the "**Tax Certificate**"), is executed as of September 25, 2025, 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. 2 dated as of September 25, 2025 to that certain Master Equipment Lease Purchase Agreement dated as of November 21, 2024, in the principal amount of $1,143,000 (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, 2025.

"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 an immutable backup storage 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, 2025, 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. 2, dated as of the date of this Tax Certificate, between the City, as lessee, and the Lessor, as lessor, in the principal amount of $1,143,000 (which Schedule of Equipment No. 2 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 $1,143,000 for deposit into the Escrow Fund. Of this amount, $1,128,000 will be used to acquire and install the Equipment, and $15,000 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 $1,143,000, 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 ($1,143,000).

(b) *Lease Yield*. Based on the issue price, Special Tax Counsel has determined that the Yield on the Lease is 4.0604%. 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, 2025, 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**. $_____ of the proceeds of the Lease will be allocated to expenditures paid by the City prior to the Issue Date and should be shown on line 45 of Form 8038-G. 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	Bond Years
9/25/2025							
9/25/2025	-					$ 1,143,000.00	-
12/25/2025	1	4.040%	11,544.30	51,859.20	63,403.50	1,091,140.80	12.965
3/25/2026	2	4.040%	11,020.52	52,382.98	63,403.50	1,038,757.82	26.191
6/25/2026	3	4.040%	10,491.45	52,912.04	63,403.49	985,845.78	39.684
9/25/2026	4	4.040%	9,957.04	53,446.46	63,403.50	932,399.32	53.446
12/25/2026	5	4.040%	9,417.23	53,986.27	63,403.50	878,413.05	67.483
3/25/2027	6	4.040%	8,871.97	54,531.53	63,403.50	823,881.52	81.797
6/25/2027	7	4.040%	8,321.20	55,082.29	63,403.49	768,799.23	96.394
9/25/2027	8	4.040%	7,764.87	55,638.63	63,403.50	713,160.60	111.277
12/25/2027	9	4.040%	7,202.92	56,200.58	63,403.50	656,960.02	126.451
3/25/2028	10	4.040%	6,635.30	56,768.20	63,403.50	600,191.82	141.921
6/25/2028	11	4.040%	6,061.94	57,341.56	63,403.50	542,850.26	157.689
9/25/2028	12	4.040%	5,482.79	57,920.71	63,403.50	484,929.55	173.762
12/25/2028	13	4.040%	4,897.79	58,505.71	63,403.50	426,423.84	190.144
3/25/2029	14	4.040%	4,306.88	59,096.62	63,403.50	367,327.22	206.838
6/25/2029	15	4.040%	3,710.00	59,693.49	63,403.49	307,633.73	223.851
9/25/2029	16	4.040%	3,107.10	60,296.40	63,403.50	247,337.33	241.186
12/25/2029	17	4.040%	2,498.11	60,905.39	63,403.50	186,431.94	258.848
3/25/2030	18	4.040%	1,882.96	61,520.54	63,403.50	124,911.40	276.842
6/25/2030	19	4.040%	1,261.61	62,141.89	63,403.50	62,769.51	295.174
9/25/2030	20	4.040%	633.97	62,769.51	63,403.48	-	313.848
Total			125,069.95	1,143,000.00	1,268,069.95		3,095.791

Lease Statistics

Principal amount	$ 1,143,000.00	Day-Count Method	30/360
Interest rate	4.040%	Computed Payment Amount	$63,403.50
Dated date	9/25/2025	Actual Payment Amount	$63,403.50
Issue date	9/25/2025	Days of accrued interest	-
First interest payment	12/25/2025	Accrued interest	$0.00
First principal payment	12/25/2025	Bond years	3,095.791
Last payment	9/25/2030		
No. of principal payments per year	4	Weighted avg. maturity (years)	2.7085
Total no. of principal payments	20	Lease yield	4.060402%
Denomination	0.01	Net interest cost	4.040000%

Proof of Arbitrage Yield				
Payment Date	Days After Closing	Lease Payments	Pres. Val. Factor 4.06040%	Present Value to 9/25/2025
9/25/2025				
9/25/2025	-	-	1.0000000	-
12/25/2025	90	63,403.50	0.9900010	62,769.53
3/25/2026	180	63,403.50	0.9801020	62,141.89
6/25/2026	270	63,403.49	0.9703019	61,520.53
9/25/2026	360	63,403.50	0.9605999	60,905.39
12/25/2026	450	63,403.50	0.9509948	60,296.40
3/25/2027	540	63,403.50	0.9414858	59,693.50
6/25/2027	630	63,403.49	0.9320719	59,096.61
9/25/2027	720	63,403.50	0.9227521	58,505.71
12/25/2027	810	63,403.50	0.9135255	57,920.71
3/25/2028	900	63,403.50	0.9043911	57,341.56
6/25/2028	990	63,403.50	0.8953481	56,768.20
9/25/2028	1,080	63,403.50	0.8863955	56,200.58
12/25/2028	1,170	63,403.50	0.8775324	55,638.63
3/25/2029	1,260	63,403.50	0.8687580	55,082.30
6/25/2029	1,350	63,403.49	0.8600713	54,531.52
9/25/2029	1,440	63,403.50	0.8514714	53,986.27
12/25/2029	1,530	63,403.50	0.8429575	53,446.46
3/25/2030	1,620	63,403.50	0.8345288	52,912.05
6/25/2030	1,710	63,403.50	0.8261843	52,382.98
9/25/2030	1,800	63,403.48	0.8179233	51,859.18
Total		1,268,069.95		1,143,000.00
Yield Target Amount:				
Principal			1,143,000.00	
Original issue premium/discount			-	
Sale proceeds			1,143,000.00	
Accrued interest			-	
Total				1,143,000.00
Difference				(0.00)
Lease yield				4.0604015%

EXHIBIT B

IRS FORM 8038-G

[To be prepared and filed by Gilmore & Bell]

EXHIBIT C

DESCRIPTION OF THE EQUIPMENT

[To be prepared by Gilmore & Bell.]

EXHIBIT D

SAMPLE ANNUAL COMPLIANCE CHECKLIST

Name of tax-exempt obligation ("Schedule No. 2") financing the Equipment:	This Annual Compliance Checklist is designed to cover Schedule of Equipment No. 2 dated September 25, 2025 ("Schedule No. 2") 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 ☐ No
	If answer above was "No," was an Opinion of Special Tax Counsel obtained prior to the transfer? If Yes, include a copy of the Opinion in the Tax Compliance File. If No, contact Special Tax Counsel and include description of resolution in the Tax Compliance File.	☐ Yes ☐ 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 ☐ No
	If answer above was "Yes," was an Opinion of Special Tax Counsel obtained prior to entering into the lease or other arrangement? If Yes, include a copy of the Opinion in the Tax Compliance File. If No, contact Special Tax Counsel and include description of resolution in the Tax Compliance File.	☐ Yes ☐ 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 ☐ No
	If answer above was "Yes," was an Opinion of Special Tax Counsel obtained prior to entering into the arrangement? If Yes, include a copy of the Opinion in the Tax Compliance File. If No, contact Special Tax Counsel and include description of resolution in the Tax Compliance File.	☐ Yes ☐ 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 ☐ No
	If answer above was "Yes," was an Opinion of Special Tax Counsel obtained prior to entering into the agreement? If Yes, include a copy of the Opinion in the Tax Compliance File. If No, contact Special Tax Counsel and include description of resolution in the Tax Compliance File.	☐ Yes ☐ No
5 **Arbitrage Rebate; Yield Restriction**	1. Were the Gross Proceeds of the Lease invested and spent in accordance with the Tax Certificate? 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. 2. Has the City established any sinking fund, reserve fund, pledge fund, or similar fund with respect to the Lease? If Yes, contact Special Tax Counsel and incorporate report or include description of resolution in the Tax Compliance File.	☐ Yes ☐ No ☐ Yes ☐ No

By: Compliance Officer: _____

Date Completed: _____

EXHIBIT E

SAMPLE FINAL WRITTEN ALLOCATION

$1,143,000
SCHEDULE OF EQUIPMENT NO. 2 DATED SEPTEMBER 25, 2025 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, 2025 (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 an immutable backup storage 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, 2025, 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: _____

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 adopted 09-22-2025 to be attached.]

CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Exhibit 4

Budget Adjustment
015

Revenues:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
10110	13	17010	408070	000000	00000	$ 232,000	Lease proceeds for Information Systems
20110	16	80010	408070	000000	00000	$ 491,708	Lease proceeds for Public Parks
20120	16	80010	408070	000000	00000	$ 53,008	Lease proceeds for 2001 Parks Operating Sales Tax
20130	16	80010	408070	000000	00000	$ 33,784	Lease proceeds for 2006 Parks Operating Sales Tax
57010	16	25010	408070	000000	00000	$ 332,500	Lease proceeds for Golf
Net Revenue Adjustment						$ 1,143,000	

Expenditures:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
10110	13	17010	508140	000000	00000	227,000	Information Systems Equipment
10110	13	17010	509350	000000	00000	5,000	Cost of Issuance
20110	16	82550	501190	000000	10065	33,333	Family Centers Fitness Equipment
20110	16	82570	508170	000000	10248	240,000	Brightspeed Ice Park Resurfacing Machine Replacement
20110	16	82570	508220	000000	10248	125,000	Generator for Brightspeeed Ice Park
20110	16	80570	508170	000000	10192	12,000	Jordan Valley Park Mower
20110	16	80570	508170	000000	00000	75,000	Parks Operations Forestry Loader and Mulching Implement
20110	16	80010	509350	000000	00000	6,375	Cost of Issuance
20120	16	88030	508170	000000	10364	19,000	Rutledge Wilson Farm Park Utility Cart Replacement
20120	16	82550	501190	000000	10101	33,333	Family Centers Fitness Equipment
20120	16	80010	509350	000000	00000	675	Cost of Issuance
20130	16	82550	501190	000000	10092	33,334	Family Centers Fitness Equipment
20130	16	80010	509350	000000	00000	450	Cost of Issuance
57010	16	25010	508170	000000	10409	44,000	Triplex Mower (1)
57010	16	25010	508170	000000	10409	18,000	Zero Turn Mower (1)
57010	16	25010	508170	000000	10354	44,000	Triplex Mower (1)
57010	16	25010	508170	000000	10354	55,000	Sidewinder Mower (1)
57010	16	25010	508170	000000	10169	105,000	Wide Area Mower (1)
57010	16	25010	508170	000000	10169	16,000	Top Dresser (1)
57010	16	25010	508170	000000	10169	48,000	Bed Knife (1)
57010	16	25010	509350	000000	00000	2,500	Cost of Issuance
Net Expenditure Adjustment						$ 1,143,000	

Fund Balance Appropriation:

Fund		Title	Amount

Explanation: To amend the FY2025-26 budget by appropriating equipment lease proceeds for Parks / Information Systems for FY2026 operating needs.

Requested By:

9-02-2025
Department Head Date

9-02-2025
Date

Date

Authorization:

Council Bill No. 2025-200
Ordinance No.
1st Reading
2nd Reading
Journal Imp No.

CITY OF Springfield

EXPLANATION TO COUNCIL BILL 2025-201 (HOSMER)

FILED: 09/10/2025

ORIGINATING DEPARTMENT: Law

TITLE: A general ordinance amending the Springfield City Code, Chapter 2, “Administration,” Article VI, “Finances,” Division 4, “Police Officers’ and Fire Fighters’ Retirement System,” Section 2-441 (Definitions) and Section 2-444 (Board of trustees established; membership; election of members).

PURPOSE: To amend the City Code Chapter 2, “Administration,” Article VI, “Finances,” Division 4, “Police Officers’ and Fire Fighters’ Retirement System,” Sections 2-441 (Definitions) and 2-444 (Board of trustees established; membership; election of members.

BACKGROUND INFORMATION: Proposed changes to the Code have been recommended by the Board of Trustees for the Police Officers' and Fire Fighters' Retirement Fund to give the Board greater flexibility in retaining experts to assist in reviewing disability applications; to allow for citizen board members to serve up to four consecutive terms; to allow for current employee Board members who may retire and seek reinstatement to continue to serve on the Board as long as they are reinstated within sixty (60) days; and to prepare for the eventual possibility that no active employee participant(s) may wish to serve as a Board member. The recommended Code changes include:

1. 2-441 (Definitions): The recommended updates include expanding the definition of the "medical group" utilized by the Board when reviewing disability applications so that, in instances where the applicant is asserting a mental injury, the medical group may include licensed psychologists. The definition of "participant" is also clarified to clearly establish that only those hired prior to January 31, 2010 and who did not previously migrate to LAGERS are considered participants.

2. 2-444 (Board of trustees established; membership; election of members): The recommended changes to this Code section include allowing for citizen Board members to serve up to four (4) consecutive terms (currently they may only serve up to two (2) consecutive terms). Additionally, as the Retirement System is a closed system, the number of active participants continues to decrease and that decline has accelerated with the recent Code changes allowing for individuals to retire and be rehired. In light of this, the Board recommends allowing for former participants who have been rehired to serve as a Board member representing active participants--provided that no active participant seeks membership on the Board. Only active participants will continue to be able to vote for employee member candidates for the Board. Further, the Board recommends changing this section so that if a current Board member representing

participants retires but seeks to reinstate with the City, then that individual will continue to hold the Board seat without need for a new election so long as the individual is reinstated within sixty (60) days of the separation.

Submitted By: Lance Roskens, Springfield Police Officers' and Fire Fighters' Retirement System Board

Authorized for inclusion on the agenda pursuant to City Code section 2-33:

Attachments: 1. Police and Fire Pension Plan Code Changes 2-441, 2-444

One-rdg. _____
P. Hrngs. _____
Pgs. 10
Filed 09-02-25

Sponsored by Hosmer

First Reading _____ Second Reading _____

COUNCIL BILL 2025-201 GENERAL ORDINANCE_____

AN ORDINANCE

AMENDING the Springfield City Code, Chapter 2, "Administration," Article VI, "Finances," Division 4, "Police Officers' and Fire Fighters' Retirement System," Section 2-441 (Definitions) and Section 2-444 (Board of trustees established; membership; election of members).

_____

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

NOTE: **Bolded** language is being added and ~~stricken~~ language is being deleted.

Section 1 – Springfield City Code, Chapter 2, 'Administration,' Article VI, "Finances," Division 4, "Police Officers' and Fire Fighters' Retirement System," Section 2-441, Definitions, is hereby amended as follows:

The following words, terms and phrases, when used in this division, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Board of trustees or board means the board of trustees created in this division to administer the police officers' and fire fighters' retirement system.

Chairman means the chairman to be elected by the Board.

Disability means disability from performing the labor or occupation which the member was following at the time of the accident, sickness or injury, and not some vocation which he might be able to follow after the accident, sickness or injury.

Disability beneficiary means any person receiving a disability pension under this division.

Disability pension means the pensions provided for in this division.

Duty-connected death means a death by a participant as the direct result of the performance of an act of duty.

Participant means:
(1) Those persons who are members on the date of passage of the ordinance from which this section is derived; and
(2) All persons who **a) were hired prior to January 31, 2010, b) did not migrate to LAGERS under the option provided by General Ordinance 5854, and c)** are currently employed in the following positions, in positions declared to be within the plan under separate or prior ordinances, or whom may subsequently be employed in positions created or amended by ordinance to be included within the plan, including but not limited to the following positions:

a. Police officer.
b. Major accident investigator.
c. Police corporal.
d. Police sergeant.
e. Police lieutenant.
f. Police captain.
g. Police major.
h. Firefighter.
i. Fire equipment operator.
j. Rescue and salvage specialist.
k. Fire training captain.
l. Fire captain.
m. Truck company captain.
n. Fire marshal.
o. Battalion chief.
p. Administrative battalion chief.
q. Fire operations officer.
r. Assistant fire chief.
s. The police chief.
t. The fire chief.

Involuntary service in the armed forces of the United States means service as a member of the United States armed forces, not undertaken by voluntary enlistment or reenlistment, including mandatory National Guard, Air National Guard or military or Coast Guard reserve call up or activation.

Medical group means a group of three medical doctors, **or in situations involving a claimed mental injury, three individuals who are licensed medical doctors or licensed psychologists. In either instance, the number may be** ~~or~~ such other number as may be designated by the board in a particular matter, appointed by the board as provided in this division.

Minor child means a natural or adopted unmarried child under the age of 18 years, or, if over the age of 18 years, such an unmarried child enrolled in and attending in a continuous fashion as a full time student in a secondary school in pursuit of a high school diploma, an institution of higher education or a vocational or technical school, but under the age of 23 years.

Non-duty disability means a total and permanent disability from causes not the direct result of occupational duties.

Police officers' and fire fighters' retirement fund, or the retirement fund, or the fund, means a fund established by this division to provide retirement, disability and death benefits to participants.

Police officers' and fire fighters retirement system, the retirement system the system, the retirement plan, or the plan, unless otherwise defined herein, shall mean the police officers' and fire fighters' retirement system established and defined in these ordinances, as they may be amended from time to time.

President means the presiding officer or chairman of the board as described in section 2-445.

Secretary means the secretary to be elected by the board.

Service retirement means a retirement as provided for by section 2-465.

Survivors' pension means a pension for the surviving spouse and minor children upon the death of a participant.

Section 2 – Springfield City Code, Chapter 2, 'Administration,' Article VI, "Finances," Division 4, "Police Officers' and Fire Fighters' Retirement System," Section 2-444 is hereby amended as follows:

(a) There is hereby created a board to be known as the board of trustees of the police officer' and fire firefighters' retirement fund of the city. The board of trustees shall consist of nine voting members: one **member representing** participant**s** employed by the police department, one **member representing** participant**s** employed by the fire department, one former participant who is currently receiving benefits from the system, and six citizen members which shall be recommended by the city council public involvement committee and approved by the city council. It is preferred that two of the citizen members be from the professional community in the areas of financial management or investment management. It is also preferred that one citizen member be from the professional community in the areas of actuarial analysis or auditing. Council will give special preference to applicants for board membership who have training and background in actuarial analysis. It is also preferred that one citizen member shall be from the medical profession with the background or training as an RN,

BSN, MSN, M.D. or D.O., as well as a preferred expertise in the field of worker's compensation or disability determinations. One citizen member shall be from the legal profession and engaged in the active practice of law. In addition to the five citizen members who are from the preferred professional backgrounds listed above, one additional citizen member designated as a citizen-at-large member shall possess the same qualifications as a general city council member as set forth in section 2.2 of the City Charter.

(b) In addition to the above members, there shall be five non-voting advisory members of the board, as follows:

(1) The director of finance shall be designated by the city manager;

(2) One former participant who is currently receiving benefits from the system who shall have the authority to cast votes at any meeting in the event the voting former participant is absent from such meeting; and

(3) A city council member, or a council designee, to be appointed by the mayor as a liaison between the city council and the board, whose duties shall include the following:

a. Act as city council's liaison to the board.
b. Attend board meetings.
c. Submit an annual report to city council on the activities, actuarial information, and fund performance of the retirement system.
d. Provide input to the board regarding council priorities/policies related to retirement system issues.
e. Attend related training, seminars, and conferences to stay abreast of retirement system issues.
f. Coordinate legislation and/or retirement system changes with the appropriate council committee.
g. Such other duties as assigned by the city council.
h. When requested by the pension board or city council, coordinate meetings between the board and council.

(4) There shall also be one member who is a participant employed by the city police department and one member who is a participant employed by the city fire department. The two members shall be non-voting members in all matters except in the absence of the voting member of the police or fire departments, in which case the non-voting member of that department may cast votes on matters brought to vote by the pension board at the meeting where the voting police or fire members are absent.

(c) For all elections occurring on or after December 2010, the voting and non-voting board members of the police and fire departments, respectively, shall be elected by the

participant employees thereof, such election to be held within the respective departments for five consecutive days, beginning on the first Monday in December of each year, for terms of three years. Such election shall be held by secret ballot.

(1) Beginning February 1, 2010, the pension board members elected to their first terms by the police and fire departments in December 2009 shall become non-voting members of the pension board for the remainder of their two-year terms. However, in order to have the terms of the police voting and non-voting members staggered, the term of the voting member shall expire in December 2014 and the term of the non-voting member shall expire in 2015, there shall be an election for the non-voting member position for a term to commence in 2015.

(2) The current term of the police voting member, set to end on December 31, 2010, will be extended for one additional year, with the term to now expire in December 2011.

(3) The non-voting police and fire employee pension board members are eligible to run as a voting member even though the non-voting member's term has not expired. In the event the non-voting member is elected to the voting member position, the pension board shall solicit from the affected department applications for the vacant non-voting position. The board shall then interview all applicants and then appoint an applicant to fill the unexpired term of the non-voting member.

(4) The board shall determine the procedure for nomination of candidates, for distributing or otherwise making ballots available to participants in the police and fire departments, for the casting of the ballots, and for the collection of such ballots after voting. The members, who are former participants, shall be elected for a three-year term by a vote of all former participants and surviving spouses of deceased former participants who are receiving benefits from the system in accordance with the provisions set forth in this section, provided that no such beneficiary shall be entitled to more than one vote, and further provided that the board shall establish procedures for absentee or mail-in ballots for former participants and surviving spouses. **Former participants who are receiving benefits and who have been rehired may only vote for candidates representing former participants.**

(5) For the initial term of the non-voting former participant, the pension board of trustees shall solicit applications from former participants and after conducting interviews of the applicants, select a person for a term to expire at the same time as the term for the voting former participant. After the expiration of this initial term for the non-voting former participant and continuing thereafter, in the election of former participants who seek election to the pension board, the former participant receiving the greatest number of votes shall be the voting member and the

former participant receiving the second greatest number of votes shall be the non-voting member. The terms of the voting and non-voting former participants shall be three years.

(6) Only participants, or former participants who have been rehired as a police or fire employee, may be candidates for the police and fire employee member (voting and non-voting) positions. Further, former participants who have been rehired may only be a candidate if no participant is seeking that respective position. Finally, a former participant who is receiving benefits and who has been rehired may be a candidate to represent former participants, or a candidate to represent participants, but cannot be a candidate for both positions.

(7) Police and fire board members who represent participants and who separate from the City with the intent to reinstate into their former position, will retain their board membership and serve the remainder of their term provided that the board member reinstates within sixty (60) days of separation with the City. If the individual does not reinstate within sixty (60) days, then that individual's board position shall be considered vacant and the provisions of subpart (e) of this section shall apply.

(d) Except as otherwise stated in this section, the qualifications, terms, restrictions, and removal of the six citizen members of the board recommended by the city council public involvement committee and confirmed by the city council shall be the same as described in article XV of the City Charter generally for members of administrative boards established under said article, except that, such citizen members, other than the citizen-at-large member, shall not be required to be residents and qualified voters of the city either prior to or at the time of their appointment, or during their membership on the board. Rather, both at the time of appointment and throughout any tenure on the board, such citizen members shall be required to reside or have a place of employment in one of the following counties: Christian, Dallas, Greene, Polk, or Webster. As to vacancies in any of the aforementioned five citizen member positions, there shall be a preference for Greene County candidates such that a candidate that resides in Christian, Dallas, Polk, or Webster County shall only be considered if there is no candidate that resides in Greene County. **Further, citizen board members may serve up to four (4) consecutive terms.** The city council public involvement committee will notify the president of the board of trustees in writing of the names of persons they intend to recommend for appointment to the board not less than ten days prior to a regularly scheduled meeting of the board, and said regular meeting of the board shall be prior to the date of the submission of the appointment to the city council. The city council may also appoint or reappoint one or more of these board members for terms of less than three years, so that the expiration of the appointed board members' terms are staggered such that no more than two appointed board members' terms expires in any given year. An appointed member may also be subject to removal by the city council public

involvement committee if the member fails to attend three or more consecutive regularly scheduled monthly board meetings in a 12-month period during the member's term, or if the member fails to attend five meetings in a 12-month period during the member's term.

(e) Elected board members shall serve until their successors are elected and qualified. Appointed members shall also serve until their successors are duly confirmed. If an elected voting board member fails to serve a full term, then the elected non-voting member (if any) of the same department shall automatically be appointed the voting member and shall serve the remaining term of the original voting member. If there is no elected non-voting member at the time of the voting member vacancy, then a special election shall be called. If an elected non-voting member fails to serve a full term, then a special election shall be called. Any special election shall be called after at least 15 days' notice, on the first Monday of the next succeeding month thereafter. Voting shall be according to the same procedures applicable to regularly called elections.

(f) Notwithstanding anything herein to the contrary, no special election shall be called if, after notice, the first Monday of the next succeeding month would fall in the month of November.

(g) In the event the board determines by an affirmative vote of five or more of its members that any elected member has an actual or apparent conflict of interest such that the said member cannot reasonably perform his duties in an appropriate manner, and said member fails or refuses to take such action to purge himself the board may act by an affirmative vote of five or more of its members to remove said member as a member of the board, and the seat shall be declared vacant and a new election for the seat shall be held. In such event, the unseated member may submit an appeal of the removal within ten days to the secretary of the board, who shall arrange for a hearing examiner to review and determine the issue of the conflict of interest and the appropriateness of the board's removal action. The hearing examiner shall conduct the hearing pursuant to the procedures set out in subsection 2-449(c) and shall review the facts and the action taken in light of the applicable law, relevant City Charter and city ordinance provisions, and city custom and practice regarding conflict of interest issues. The decision of the hearing examiner upon the nature and extent of the conflict of interest shall be final upon the board and the member.

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

Passed at meeting: _____

_____
Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: _____, Assistant City Attorney

Approved for Council action: _____, City Manager

EXPLANATION TO COUNCIL BILL 2025-202 (CARROLL)

FILED: 09/10/2025

ORIGINATING DEPARTMENT: Human Resources

TITLE: A general ordinance amending the Springfield City Code, Section 2-91, known as the "Merit System Rules and Regulations," by amending Merit Rules 1, 2.4, 10.1, 12.4, 16.3, 17.1, 18.1, 20.2, 24.5, and 26.7.

PURPOSE: To amend the Springfield City Code, Chapter 2, Article III, Division 1, Section 2-91, known as the Merit System Rules and Regulations ("Merit Rules"), by amending portions of the Merit Rules, specifically, Rule 1 (Definitions); 2.4 (Prohibition of Political Influence and Discrimination); 10.1 (Promotions); 12.4 (Causes for Disciplinary Action); 16.3 (Identification of the Classification Plan); 17.1 (Compensation Plan); 18.1 (Entrance Salary Rates); 20.2 (Work Performed on Regularly Scheduled Holiday); 24.5 (Allowance for Commissioned Police Employees Residing in CDBG Areas); 26.7(Alcohol & Controlled Substance Testing Provisions).

BACKGROUND INFORMATION: Proposed changes to the Merit Rules are recommended to improve existing processes to gain efficiency, provide clarification, and provide options for present-day workforce needs. The merit rules recommended for updates include:

Rule 1 - Definitions – The recommended updates to this rule clarifies the definitions of (b) "Demotion", (r) "Promotion, and (y) "Transfer." Specifically, it provides language to clarify when employees are moving from one salary schedule to another salary schedule, and there is no change in the employee's class, it is considered a transfer. This has become necessary to clarify when employees are moving from Professional, Administrative, and Technical (PAT) union to non-union salary schedules (or vice versa) as well as Crafts, Trades, and Labor (CTL) union to non-union (or vice versa).

2.4 - Prohibition of Political Influence and Discrimination – The recommended update adds a reference to the City's Administrative Memo #50 which provides more specific guidance to employees regarding when employees may or may not engage in political activities.

10.1 - Promotions – The recommended change provides a needed option for department management and employees when an employee is not able to secure a required license or certification required for their position within the prescribed probationary period or other prescribed timeline, and is demoted to a lower-level position, but is able to secure the license or certification within an additional six months. This new option gives the department head an option to promote the employee back to

the original position without requiring a competitive process.

12.4 - Causes for Disciplinary Action – This recommended addition provides management with a needed option to clarify more specific instances that could result in discipline involving an employee misrepresenting information, such as falsifying a timesheet.

16.3 - Identification of the Classification Plan- This recommended update, in conjunction with the update to Rule 17.1, streamlines processes and provides for an administrative option when the Department of Human Resources has approved a job title and/or salary grade change for a position. This change will eliminate the need for Human Resources to seek City Council approval for job title and salary grade changes that are within the budget and FTE allocations already approved by City Council.

17.1 - Compensation Plan – This recommended addition, in conjunction with the change to Rule 16.3, also streamlines processes and provides for an administrative approval process by the Director of Human Resources and/or the City Manager when the Director of Human Resources has approved a job title and/or salary grade change for a position. This change will eliminate the need for Human Resources to seek City Council approval for job title and salary grade changes that are within the budget and FTE allocations already approved by City Council.

18.1 - Entrance Salary Rates – This recommended addition provides clarifying language for employee pay rates when the employee is transferring to a position on a different salary schedule.

20.2 - Work Performed on Regularly Scheduled Holiday – This recommended update clarifies additional compensation for an employee working on a holiday applies to non-exempt employees only and clarifies the rule excludes exempt employees.

24.5 - Allowance for Commissioned Police Employees Residing in ~~CDBG Areas~~ Approved Designated Areas - This is a clarification regarding the housing allowance for sworn police personnel and confirms that while the CDBG area was recently expanded by City Council, the designated area for sworn police personnel to reside, in order to be eligible for the housing allowance, was not amended as that is set administratively by the City Manager. This is consistent with the original intent of the housing allowance program and is simply being clarified.

26.7 - Alcohol & Controlled Substance Testing Provisions – This recommended update provides clarifying language regarding the approval scope for any exceptions to the protocols outlined for Pre-employment Drug Testing.

The proposed changes to Merit Rules 1 through 16.3 and 26.7 were presented to the Personnel Board for review and consideration at its August 7, 2025, administrative meeting. The Board voted unanimously to approve the recommended changes and to

forward to City Council for consideration.

REMARKS: Human Resources recommends these amendments to the Merit Rules as contained in this Council Bill. The proposed change will update city policies to streamline processes, provide clarifications, and provide new options for present-day workforce needs.

It is respectfully requested that Council give consideration and approval to these changes.

Submitted By: Maryann Jennings, Executive Assistant

Authorized for inclusion on the agenda pursuant to City Code section 2-33:

Attachments:

1. Ord. MR 1, 2.4, 10.1, 12.4, 16.3, 17.1, 18.1, 20.2, and 26.7
2. Exhibit 1 MR 1
3. Exhibit 2 MR 2.4
4. Exhibit 3 MR 10.1(1)
5. Exhibit 4 MR 12.4
6. Exhibit 5 MR 16.3
7. Exhibit 6 MR 17.1
8. Exhibit 7 MR 18.1
9. Exhibit 8 MR 20.2
10. Exhibit 9 MR 24.5(1)
11. Exhibit 10 MR 26.7

One-rdg. _____
P. Hrngs. _____
Pgs. 32
Filed 09-02-25

Sponsored by Carroll

First Reading _____ Second Reading _____

COUNCIL BILL 2025-202 GENERAL ORDINANCE _____

AN ORDINANCE

AMENDING the Springfield City Code, Section 2-91, known as the "Merit System Rules and Regulations," by amending Merit Rules 1, 2.4, 10.1, 12.4, 16.3, 17.1, 18.1, 20.2, 24.5, and 26.7.

WHEREAS, the City has adopted a Merit System Rules and Regulations Manual; and

WHEREAS, to encourage efficiency and provide clearer guidance to employees, City staff recommend certain changes to the existing Rules and Regulations; and

WHEREAS, the proposed changes include provisions clarifying that the movement of an employee from one salary schedule to another, while the employee remains in the same grade and class, constitutes a transfer; and

WHEREAS, the proposed changes include a provision directing employees to review the applicable administrative memorandum on political activity; and

WHEREAS, the proposed changes include a change to allow more flexibility when an employee fails to obtain a necessary license or certification within an established time period; and

WHEREAS, the proposed changes include adding a provision specifying just cause for discipline in certain circumstances when an employee misrepresents information to the City; and

WHEREAS, the proposed changes include provisions whereby the classification schedule will be maintained by the Human Resources Department and no longer recorded in the salary ordinance; and

WHEREAS, the proposed changes include provisions whereby the Director of Human Resources, acting within the constraints of the budget approved by Council, will recommend salary schedule and grade assignments to the City Manager and the City

Manager, or designee, will approve those assignments as opposed to recording them in the salary ordinance; and

WHEREAS, the proposed changes include a clarification that certain compensation for working on a regularly scheduled holiday applies only to non-exempt employees; and

WHEREAS, the proposed changes include a clarification that the City Manager's authority in regard to administering the optional allowance for commissioned police employees living within the Community Development Block Grant (CDBG) area includes the authority to limit eligibility to only certain areas within the wider CDBG area; and

WHEREAS, the proposed changes include a clarification regarding the Director of Human Resources discretion when administering the City's alcohol and controlled substance testing provisions; and

WHEREAS, the proposed changes to those Rules and Regulations that do not address salary or benefits, specifically Rules 1, 2.4, 10.1, 12.4, 16.3, and 26.7, have been approved by the City's Personnel Board.

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

NOTE: In the attached exhibits, <u>underlined</u> language is being added and ~~stricken~~ language is being deleted.

<u>Section 1</u> – Springfield City Code, Section 2-91, known as the '"Merit System Rules and Regulations," by amending Merit Rule 1, "Definitions," in the manner shown in "Exhibit 1," which is attached hereto and incorporated herein.

<u>Section 2</u> – Springfield City Code, Section 2-91, known as the '"Merit System Rules and Regulations," by amending Merit Rule 2.4, "Prohibitions of Political Influence and Discrimination," in the manner shown in "Exhibit 2," which is attached hereto and incorporated herein.

<u>Section 3</u> – Springfield City Code, Section 2-91, known as the '"Merit System Rules and Regulations," by amending Merit Rule 10.1, "Promotions," in the manner shown in "Exhibit 3," which is attached hereto and incorporated herein.

<u>Section 4</u> – Springfield City Code, Section 2-91, known as the '"Merit System Rules and Regulations," by amending Merit Rule 12.4, "Causes for Disciplinary Action," in the manner shown in "Exhibit 4," which is attached hereto and incorporated herein.

<u>Section 5</u> – Springfield City Code, Section 2-91, known as the '"Merit System Rules and Regulations," by amending Merit Rule 16.3 in the manner shown in "Exhibit 5," which is attached hereto and incorporated herein.

Section 6 – Springfield City Code, Section 2-91, known as the '"Merit System Rules and Regulations," by amending Merit Rule 17.1 in the manner shown in "Exhibit 6," which is attached hereto and incorporated herein.

Section 7 – Springfield City Code, Section 2-91, known as the '"Merit System Rules and Regulations," by amending Merit Rule 18.1 in the manner shown in "Exhibit 7," which is attached hereto and incorporated herein.

Section 8 – Springfield City Code, Section 2-91, known as the '"Merit System Rules and Regulations," by amending Merit Rule 20.2 in the manner shown in "Exhibit 8," which is attached hereto and incorporated herein.

Section 9 – Springfield City Code, Section 2-91, known as the '"Merit System Rules and Regulations," by amending Merit Rule 24.5 in the manner shown in "Exhibit 9," which is attached hereto and incorporated herein.

Section 10 – Springfield City Code, Section 2-91, known as the '"Merit System Rules and Regulations," by amending Merit Rule 26.7 in the manner shown in "Exhibit 10," which is attached hereto and incorporated herein.

Section 11 – 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 1

RULE 1 - DEFINITIONS

The following words and phrases when used in these Rules have the following meaning unless otherwise clearly indicated in the context:

(a) **"Appointing Authority"** means the official or group of officials authorized to make appointments to positions in City service. Typically the City Manager, a department head authorized by the City Manager, or Administrative Board; however can include the acting City Manager or an acting department head that has been authorized by the City Manager.

(b) **"Base Rate"** means specific wage amount corresponding to an employee's assigned salary grade. For purposes of calculating wage rates for promotion, transfer and demotion, the base rate of pay does not include any other form of compensation.

(c) **"Certification"** means the referral of the names of qualified prospective employees by the Director of Human Resources on request of the appointing officer for selection to a position in the classified service.

(d) **"Child"** means a son or daughter who is a biological, adopted, or foster child as well as a stepchild or a legal ward.

(e) **"Class"** means a group of positions sufficiently similar as to duties performed, scope of discretion and responsibility, minimum requirements of training, experience or skill, and such other characteristics that the same title, the same tests of fitness, and the same range of compensation have been or may be applied to each position in the group.

(f) **"Class Title"** means the official title used for all personnel and payroll processes.

Working titles may be used for all other purposes.

(g) **"Classified Service"** shall comprise all positions not specifically included in the unclassified service by the City Charter. A "classified position" is a position in the classified service.

(h) **"Continuous Recruitment"** means a type of recruitment declared when either a position is difficult to fill due to the job market, when there is an anticipated need for recurring eligibles, when there are a number of vacancies available simultaneously, or when there is a specialty area required that is difficult to recruit for. The testing and/or interview process during continuous recruitment is ongoing. Names of eligible candidates may be added to and removed from the Eligibility List on an on-going basis in order to fill vacancies in a timely manner.

(i) **"Demotion"** means a change in the rank of an employee from a position in one class to a position in another class having a lower pay grade, such that the maximum pay for the new pay grade is lower than the maximum pay grade the employee is moving from. A demotion may be voluntary or for cause. <u>However, the movement of an employee from one salary schedule to another salary schedule, when there is no change in the employee's class, does not constitute a demotion, even if the salary grade on the new salary schedule has a lower maximum pay grade. For example, an employee moving from union salary schedule to a non-union salary schedule (while remaining in the same class), shall not constitute a demotion even if the non-union salary schedule has a lower, maximum pay grade.</u>

(j) **"Department"** means the Department of Human Resources.

(k) **"Direct Appointment"** means appointment to a position by an appointing authority, without the need for an open competitive process. Direct Appointments need not be made from an established register, but are subject to approval of the Director.

(l) **"Director"** means the Director of Human Resources for the City who is responsible for personnel administration of the City.

(m) **"Eligible"** refers to a person who has made a passing score on any examination required under these Rules and who has been qualified for placement on a register.

(n) **"Emergency Employee"** means an employee appointed under the provisions of Section 8.4.

(o) **"Employee"** means a person appointed to a position in the City Service for which the person is employed on a full-time or part-time basis, in a regular, contract, temporary, variable hour, seasonal, or intern position.

(p) **"Position"** means an office or employment (whether on a part-time or full-time basis in a regular, temporary, contract, variable hour, seasonal, or intern position) including duties requiring the services of one person.

1) **"Contract Position"** means a position not authorized as a Full-Time Equivalent (FTE) in the City's budget, filled to meet a need that is not long-term (e.g. a grant funded position) involving a written agreement between the employee and the City. Written agreement includes scope of responsibilities, authorized wage and benefits, and contract term. An individual appointed to a contract position is a Contract Employee.

2) **"Intern Position"** means a position for a student who works, sometimes without pay, at a trade or occupation in order to gain work experience. Typically works part-time but may be approved by the Director for full-time in special circumstances. An individual appointed to an intern position is an Intern.

3) **"Regular Position"** means a position that is specifically funded as a full or partial Full-Time Equivalent (FTE) by the City's annual budget. Regular positions can be full-time or part-time. An individual appointed to a regular position is a regular employee.

a) **"Probation Position"** is a type of regular position. Individuals seeking initial entry into the classified service are first appointed to a probation position which generally lasts at least six months but may be extended in accord with Rule 9. An individual appointed to a probation position is a Probationary Employee and is in the unclassified service. Upon meeting the conditions set forth in Rule 9, an employee gains status and is no longer a Probationary Employee.

4) **“Seasonal Position”** means a position filled for a specific season or cyclical work program such as mowing, swimming pool operations, softball, etc. Once the season or program has ended, the position ends. Seasonal positions can be full-time or part-time but are limited to a six-month period or season established in advance by the City. An individual appointed to a seasonal position is a Seasonal Employee.

5) **“Temporary Position”** means a position filled by an employee in the unclassified service who is appointed to assist with an established short project or address a short-term increase in demand for services. An individual appointed to a temporary position is a Temporary Employee. Temporary Employees are part-time employees and may not exceed twenty-eight (28) hours during any work week.

6) **“Variable Hour Position”** means a position not authorized as a full or partial Full-Time Equivalent (FTE) in the City’s annual budget, and that is part-time and may be scheduled anywhere from 0-28 hours per week, or on an as-needed basis, depending on the department’s needs, however, shall not exceed twenty-eight (28) hours during any work week. Hours worked and schedules will vary. An individual appointed to a variable hour position is a Variable Hour Employee.

(q) **"Probation"** refers to either the time spent in a Probationary Position as a Probationary Employee, or alternatively, the first six (6) months after promotion to any position in the classified service, plus any extension approved in accordance with these Rules and is the examination period during which the employee can be removed by the appointing authority without right to appeal or hearing if the employee’s work performance does not meet required standards.

(r) **"Promotion"** means a change in rank of an employee from a position of one class to a position of another class having a higher pay grade. <u>A movement of an employee from one salary schedule to another salary schedule, when there is no change in the employee’s class, does not constitute a promotion, even if the salary grade on the new salary schedule has a higher pay grade.</u>

(s) **"Provisional Employee"** means any employee appointed under the provisions of Section 8.3.

(t) **"Reduction in Pay or Compensation"** means a reduction in base pay resulting from reducing an employee's base pay to a lower step within that employee's pay grade and shall not include benefits such as overtime pay, extra pay resulting from temporary assignments, out-of-title pay, extra pay for hazardous duties or adverse weather conditions, such as officers operating motorcycles or officers working the canine patrol, working at the landfill or other similar situations.

(u) **"Re-employment List"** means the separate list of names of employees with status established and maintained under the provisions of Section 8.11.

(v) **"Register"** means any official list of eligible persons for a particular class of positions placed in order according to rank based on the examination records, which shall be used for selection for probationary appointment to a position in the classified service.

1) **"Exhausted Register"** means an Eligibility List which has become so depleted that there are less than three scores on the register.

2) "**Inadequate Register"** means an Eligibility List in which the number of scores required to certify names for multiple vacancies is less than the number of eligible scores the department is entitled to receive. For example, a department has two vacancies and is therefore entitled to four scores. The current Eligibility List only has three scores and is therefore valid but inadequate.

(w) **"Seniority"** shall be based upon continuous service with the City of Springfield, Missouri, with no break in service.

Departmental seniority shall be determined by the date on which an employee is permanently transferred or assigned to a given department.

Job seniority shall be determined for any particular employee by the date on which the employee is appointed or assigned to a given position.

(x) **"Status"** means the acquisition of tenure with all rights and privileges appertaining thereunto after satisfactory completion of the probationary period by an employee in the classified service.

(y) **"Temporary Appointment"** means a position filled pursuant to Rule 8.5 to assist with an established special project, or address a short-term increase in demand for services.

(z) **"Transfer"** means a movement of any employee from one position to another having the same pay grade whether in the same class or in another class. When the latter movement occurs, the requirements for the two different classes must be so related that the employee in one class would qualify for the other class as an eligible transfer without having to apply and compete for the position the employee is moving to. If the two classes are not so related, the employee must apply and compete for the class the employee is interested in transferring to even though the movement would be a lateral move and no change in salary grade. A "transfer" may also include the movement of any employee from one salary schedule to a different salary schedule when there is no corresponding change in the employee's class.

(aa) **"Unclassified Service"** includes all those positions specifically defined by the City Charter as being in the unclassified service. An "unclassified position" is a position in the unclassified service.

Exhibit 2

2.4 Prohibition of Political Influence and Discrimination

(a) No person in the classified service, or seeking admission thereto, shall be appointed, promoted, demoted, removed, advanced or retarded on any basis or for any reason other than qualification, merit, and fitness for the service or lack thereof. Any such action shall be taken wholly without favoritism or discrimination.

(b) No person shall use or promise to use, directly or indirectly, any official authority or influence, whether possessed or anticipated, to secure or attempt to secure for any person an appointment or advantage in appointment to a position in City service or an increase in pay or other advantage in employment in any such position, for the purpose of influencing the vote or political action of any person.

(c) No appointive salaried officer or employee of the City shall solicit any monetary contribution to the campaign funds of any political organization. Nothing in this section shall be construed to prevent the exercise of the rights of appointive salaried officials or employees as citizens to express their opinions and to cast their votes. No appointive salaried officer or employee of the City shall continue in a City position after becoming a candidate for nomination or election to any public office.

(d) No appointive salaried officer or employee of the City shall be a member of any national, state or local committee of a political party or an officer or member of a committee or a partisan political club or shall take part in the management or affairs of any political party or in any political campaign, except to exercise the employee's right as a citizen privately to express an opinion and to cast a vote. Please see the City's Administrative Memorandum on Employee Political Activity (currently #50) for further direction and guidance.

Exhibit 3

10.1 Promotions

(a) Positions in the classified service shall be filled by promotion whenever practicable and in the best interest of the service. Promotions shall be on the basis of merit and without regard to favoritism and shall be made in accordance with the procedures established in these rules. Merit, within the interpretation of these rules, shall mean ability, efficiency, qualification, and seniority.

(b) A promotion is the filling of a position by the advancement of an employee from a position having a lower pay grade. Promotions may be made on either a competitive (internal City employees only or open to all) or non-competitive basis at the discretion of the Director, after consultation with the appointing authority. An employee who is promoted shall be required to serve a probationary period as provided in Rule 9.1. Serving a probationary period upon promotion shall not affect the employee's status in the lower class of positions.

(c) In filling a position by promotion on a competitive basis, the Director shall administer a competitive examination which shall be open to all regular City employees who meet the necessary requirements and who are serving in an appropriate class of positions as determined by the Director. A promotional examination may include employees in specific classes in all departments or may be limited to a single department or a subdivision as determined by the Director. No employee shall be deemed eligible for promotional examination whose last service rating was not satisfactory. The Director shall prepare a register as provided in Section 6.8 of Rule 6 and shall supply the appointing authority with a certificate of eligibles. Selection shall be made by the appointing authority in accordance with Rule 7 and shall be reported to the Director. Where the ability, efficiency, and qualifications of employees being considered by promotion are determined as equal, seniority shall prevail for purposes of promotion. When an open-competitive or promotional only announcement results in only one qualified regular employee who is eligible for consideration, the Appointing Authority may submit a request to the Director that the employee be promoted without any further examination. The Director shall certify that the candidate meets the minimum qualifications and is eligible for appointment.

(d) If the City Manager, or the City Manager's designee, authorizes an appointing authority to fill a position by promotion of an employee on a non-competitive basis, the appointing authority shall submit the name of the employee proposed for promotion to the Director. If the Director finds the named employee is qualified for the proposed promotion, the

Director shall so notify the appointing authority. The promotion shall then be reported to the Director.

(e) In the event an eligible employee receives valid leave orders for military service which causes the employee to be unavailable during all or part of a promotional testing process, timely notification must be provided in writing to the Director prior to the commencement of testing. Timely notification requires notice to be submitted within seven (7) days of the employee receiving the orders or the announcement of the promotional testing dates. When timely notice is provided, the Director will give due consideration to the employee in order to provide the same or equal promotional opportunities as provided to other employees not on military leave. The Director may, with discretion, consider requests that fall outside these defined parameters of timely notification for employees on military leave.

(f) Some positions within the City require an employee to obtain, within a limited period after appointment to the position, a license, certification, or other similar requirement. Failure to obtain said requirement within the applicable time period may result in demotion. In instances where such a demotion occurs, the director of the department at issue may decide to promote the employee back into the position formerly held by the employee if the employee has obtained the requirement within six (6) months of the demotion, and may do so without the need for an open-competitive process. The decision whether or not to make such a promotion shall be at the discretion of the director of the department and there shall be no right to appeal or grieve the director's decision to not exercise this option. Further, in instances where the director of the department decides to promote the employee to the formerly held position, Rule 18.1(g) shall not apply and the employee will instead be returned to the same salary grade and step held prior to the demotion. Finally, the employee's anniversary date for pay advancement shall not change upon such a promotion, but will continue to be the effective date of the original demotion.

Furthermore, in cases where the promotional examination, or a portion of the promotional examination, is limited to a written examination or an oral examination that does not include outside assessors or evaluators, the employee may be allowed the same or similar examination. The employee's passing score, if applicable, may be added to the existing register as long as the register has not expired. In cases where an assessment center, specialized skills testing, or outside assessors/evaluators are utilized, the employee will be allowed to test during the next available promotional testing process. The employee's final score will determine the employee's rank on the register as if the employee had participated during the immediately preceding promotional testing process. If the Director determines the employee's final score would have resulted in the employee being promoted if not for

the military leave, the employee will be promoted and the employee's promotion date and base pay will be adjusted to the promotion date determined as a result of the immediately preceding promotional testing process.

Exhibit 4

12.4 Causes for Disciplinary Action

Just causes for disciplinary action are listed below although disciplinary action may be taken for other just causes:

(a) The employee has been convicted of a felony or of a misdemeanor involving moral turpitude.

(b) The employee has willfully, wantonly, unreasonably, unnecessarily or through culpable negligence been guilty of brutality or cruelty to an inmate or prisoner of a city institution or to a person in custody, provided the act committed was not necessarily or lawfully done in self-defense, or to protect the lives of others, or to prevent the escape of a person lawfully in custody.

(c) The employee has violated any of the principles of the Merit System or of the Rules in this manual.

(d) The employee has been guilty of any conduct unbecoming an officer or employee of the City, either on or off duty.

(e) The employee has violated any lawful official regulation or order or failed to obey any proper direction made and given by a superior officer.

(f) The employee has been under the influence of intoxicants while on duty.

(g) The employee has been guilty of insubordination or of disgraceful conduct, either on or off duty.

(h) The employee is offensive in conduct or language in public or towards the public, City officials, or employees, either on or off duty.

(i) The employee is incompetent or inefficient in the performance of the duties of the employee's position.

(j) The employee has received two successive service ratings which are unsatisfactory.

(k) The employee is careless or negligent with the moneys or other property of the City.

(l) The employee has failed to pay or make reasonable provisions for future payment of debts to such an extent that such failure be detrimental to the reputation of the City service.

(m) The employee has used or threatened to use, or attempted to use, personal or political influence in securing promotion, leave of absence, transfer, change of pay rate, or character of work.

(n) The employee has induced, or has attempted to induce, an officer or employee of the City to commit an unlawful act or to act in violation of any lawful departmental or official regulation or order.

(o) The employee has taken for personal use from any person any fee, gift or other valuable thing in the course of work or in connection with it, when such gift or other valuable thing is given in the hope or expectation of receiving a favor or better treatment than that accorded other persons.

(p) The employee has engaged in non-city activities on City time, or has used City property for such activity in violation of Rule 11.5.

(q) The employee has failed to maintain a satisfactory attendance record.

(r) The employee's conduct or actions are negligent or unsafe and thereby jeopardizing the safety of the employee and/or fellow employees or the safe use of City equipment.

<u>(s) The employee has misrepresented information where that misrepresentation, if relied upon by the City, would benefit the employee to the detriment of the City.</u>

Exhibit 5

16.3 Identification of the Classification Plan

The classes of positions, ~~as set forth in Section 2-29, Chapter 2, Article III, Division I, of the City Code and amendments thereto,~~ and the specifications for the respective classes, shall be maintained by the Director and shall constitute the Classification Plan on the basis of which all positions in the classified service and specified positions in the unclassified service shall be identified.

Exhibit 6

17.1 Compensation Plan

(a). The City's compensation plan applies to regular positions and is made up of two primary components which include internal equity and external pay competitiveness which result in salary schedules. Internal equity consists of job analysis and job evaluation procedures in order to determine each class of positions' salary grade assignment. External pay competitiveness is measured through the use of periodic salary surveys. Periodic salary surveys may include an Occupational Series survey methodology in order to make direct market comparisons and adjustments. Salary schedules are adopted by the City Council and subsequent amendments thereto.

(b). The Director shall recommend to the City Manager the assignment of regular positions to grade level and salary schedule and the City Manager, or the City Manager's designee, shall approve or disapprove such assignments, provided that 1) any such assignment will not impact the overall number of full-time equivalent positions in the most recently City Council approved budget for the impacted department, and 2) any such assignment will not impact the personnel budget for that department as set forth in the most recently approved City Council budget. The Department will maintain a record of each position's assigned salary schedule and salary grade.

Exhibit 7

18.1 Entrance Salary Rates

(a) Starting Rate on Initial Employment

Except as provided in Rules 17.3 and 17.4, original appointment to any position shall be made at the minimum rate and advancement from the entrance rate to the maximum rate within a salary range shall be by successive steps. Upon recommendation of the Department Head, the Director, or designee, may approve initial compensation at a rate higher than the minimum rate in the range for the class when the needs of the service make such action warranted when considering such factors as the candidate's outstanding experiences and abilities over and above the qualification requirements specified for the class, the market pay competitiveness of the job's entry pay rate, the candidate's salary history, or that a critical shortage of applicants exists. In the latter case, except as described herein, any incumbents receiving a lower rate shall have their rates increased to the rate established for entrance of new employees. Provided that, new employees appointed to positions within the Police Department, pursuant to a lateral hiring program established by the Police Department, seeking employees with prior law enforcement experience, with the criteria and conditions of the program to be established by the Chief of Police, and approved by the City Manager, may receive an initial salary rate higher than the minimum rate, upon the recommendation the Chief of Police and approval of the Director or designee, and the City Manager. When Police Department employees are hired at a rate higher than the minimum rate for the position pursuant to the Police Department's lateral hiring program, such hiring shall not result in an increase in pay for any incumbents receiving a lower rate.

(b) Starting Rate on Return to Duty

When a classified employee returns to duty in the same class of position after a separation from the City service of not more than one year, which separation was not due to circumstances detrimental to the best interests of the City, such employee shall receive the amount set forth in the same step as the employee was at immediately prior to the separation. An Employee returned to duty at the same step which the employee received at the time of separation shall remain thereat for at least such period as is normally required for advancement to the next full step.

An exception will be made if the employee, who is returned to duty, has voluntarily terminated their employment and was reinstated within the same calendar month and year of their termination. In such cases, the employee's increment/evaluation date shall remain the same as it was upon termination unless the employee has a break in service of more than one calendar day.

(c) Starting Rate on Return from Military Service

In the event of the return to duty of an employee who left the City service as a result of being inducted into the Armed Forces, the normal procedure shall be to place the employee in the step of the salary range of the previously held position which in the normal course of events the employee would occupy had the employee not left the City service.

In specific circumstances, upon recommendation of the Department Head and approval of the Director, the returning employee may be granted the same salary rate the employee received at the time of the induction or a higher rate of the range for the employee's classification than the employee would probably have occupied had the employee not left the City service but stayed on receiving only the standard annual increments. In no case, except by voluntary action, shall the employee be returned at a lower salary than the employee was receiving at the time of the induction.

In specific circumstances, when due to the interim experience and training of the employee returning from military service, said returning employee may be placed without competitive examination in a position of a higher classification than that which the employee previously occupied; provided however, that the employee possesses fully the qualifications of that class.

(d) Starting Rate on Return to a Classified Position From an Unclassified Position

Any employee who has left a classified position to accept an unclassified position, and who subsequently is reinstated in the position previously held by the employee or some other similar position for which the employee is fully qualified, shall be entitled to the same rate of salary the employee was receiving upon entrance into the unclassified position or a higher rate of the range for the employee's classification if such action is deemed by the Director to be in the best interest of the City.

(e) Rate of Pay on Demotion

Whenever an employee is demoted to a position for which the employee is qualified, the employee shall receive the rate in the lower salary range which provides the smallest decrease in pay if the action is not for cause or any appropriate lower step in the range if the action is for cause. In instances of voluntary demotion, the Director may approve a higher starting rate when good cause exists to do so.

(f) Starting Rate on Transfer to New Position

Transfer of an employee from one position to another shall not affect the rate being received by the employee at the time of transfer. <u>However, if the transfer is merely the</u>

movement of an employee to a different salary schedule, without a change in class, then 18.1(i) shall apply.

(g) Rate of Pay on Promotion

In any case where an employee is promoted to a class with a higher base maximum rate, the rate upon promotion shall be at the lowest step in the higher range that will provide an increase of about 10% (two increments) over the rate received immediately prior to the promotion; provided that in cases where the maximum rate of the position to which promoted is only 5% (one increment) above the maximum rate of the former position, the increase on promotion shall be about 5% (one increment). In either case the Director may approve a starting rate upon promotion greater than that provided herein. Advancement to the maximum rates subsequent to promotion will be on the same basis as described in Rule 18.2 below.

(h) Rate of Pay on Reallocation

In the event of the reallocation of a position to a class which is at a higher grade level, the employee concerned shall normally be paid at the same rate in the employee's new pay grade or if no rate of the new range is the same, at the lowest rate of the new range which is above the employee's former rate; provided however, the new rate of pay shall not be less than two and a half percent (2.5%) of the employee's base rate at the time of the reallocation, except an employee placed at the top step in the new pay grade through the reallocation may realize less than the two and a half percent increase of base rate but shall not exceed the pay grade. The Director may approve a pay rate upon reclassification greater than 2.5%, provided it is within the salary range. In the event of reallocation of a position to a class which is at a lower grade level, the employee concerned shall continue at the higher pay grade and shall be entitled to all benefits and pay associated with such pay grade until the employee vacates the position by transfer, promotion, demotion, or separation from the City service.

Reallocation to another class at the same grade level shall not affect the salary being received by the employee concerned.

(i) Starting Rate on Movement to New Salary Schedule

In instances where an employee is moved to a different salary schedule but is still in the same class, and where the new salary schedule does not have an equivalent rate of pay, then, if possible, the employee shall be placed at the rate that is closest to the employee's prior rate of pay, without a decrease in the rate. If the highest rate of pay on the new salary

schedule results in a decrease in the rate, then the employee shall be placed at that highest rate of pay on the new schedule.

~~(i)~~ (j) *Initial Effect of Pay Plan*

On the effective date of a new or revised pay plan the initial assignment of employees to the pay schedule shall be as follows: Employees receiving less than the minimum rate for their class to be increased to the minimum rate of the salary range. Employees receiving more than the maximum rate of their class to continue at the same rate. Employees whose salary rates fall at any step in the range for their position to be assigned that rate.

Exhibit 8

20.2 Work Performed on Regularly Scheduled Holiday

Any regular, non-exempt employee in the City service who shall be required to perform work or render services on a regularly scheduled holiday shall receive a day off at the regular rate in accordance with Section 21.1 (c); or be compensated in cash at the rate of one and one-half times the regular rate, whichever is determined as practical by the Department Head under general conditions approved by the City Manager.

Exhibit 9

24.5 Allowance for Commissioned Police Employees Residing in ~~CDBG~~ **Approved Designated** Areas

(a) **After the effective date of this rule, sworn** ~~Sworn~~ and commissioned members of the Police Department may receive an additional amount in gross compensation, as set out in subsection (b) below, provided funds have been appropriated and made available for this purpose by the City Council in its budget for any given fiscal year, for any full month in which they principally reside in a residence the member either owns or rents within ~~a designated Community Development Block Grant (CDBG)~~ **the** area inside the Springfield city limits **that is 1) within the designated Community Development Block Grant (CDBG) area; and 2) within any specific area designated by the City Manager that is within the CDBG area.** ~~after the effective date of this Rule.~~ The City Manager may institute rules, conditions **(including limiting eligibility to only certain portions of the CDBG area)** and other related policies as the City Manager may determine to be necessary to implement and administer this allowance, which the City Manager may amend at any time, without prior notice, in the City Manager's discretion.

(b) The amounts are as follows:

(1) For employees already residing in an owned or leased residence within **the designated** ~~a CDBG~~ area as of the effective date of this Rule: $100 per month

(2) For employees moving into a residence they have leased within **the designated** ~~a CDBG~~ area after the effective date of this Rule: $100 per month

(3) For employees moving into a residence they have purchased within **the designated** ~~a CDBG~~ area after the effective date of this Rule: $150 per month

(c) (1) Employees receiving the allowance shall sign an agreement on a form to be provided by the City acknowledging and consenting to the terms and conditions of the allowance, and shall keep the Chief of Police and the Director advised of their current residence address. Employees receiving this allowance shall also immediately notify the Chief and the Director of any change in their residence, including a change in residence to a location outside of the ~~CDBG~~ **designated** area.

(2) Should the designated ~~CDBG~~ area(s) change in the future such that residences of employees receiving the allowance are no longer within **the** ~~a CDBG~~ area, such employees shall continue to receive the allowance for so long as they continue to reside at that same

location. However, if the employee moves from that location, the allowance shall be discontinued unless the employee's new residence is ~~also~~ within **the designated** ~~a CDBG~~ area at the time of the employee's move.

(3) Failure of the employee to follow these requirements and the other terms and conditions of the program may result in the discontinuance of the employee's receipt of any future payments under the program, and in possible disciplinary action under these Merit Rules. The employee shall also be required to reimburse the City for any allowance amounts paid to the employee for which the employee was not eligible.

Exhibit 10

26.7 Alcohol & Controlled Substance Testing Provisions

Employees assigned to a DOT position shall be subject to alcohol and controlled substances testing including the following types of tests: pre-employment testing, random testing, reasonable suspicion testing, post-accident testing, return to work testing, and follow-up testing.

Employees who are not assigned to a DOT position are subject to alcohol and controlled substances testing including the following types of tests: pre-employment testing and reasonable suspicion testing.

(a) Pre-Employment Testing

(1) Pre-employment urine drug testing shall be required of all applicants for all positions as a condition of employment, regardless of the status of the position. Receipt of satisfactory test results is required prior to commencement of employment and engaging in safety-sensitive functions. A positive alcohol or controlled substance test result disqualifies an applicant from appointment to employment for a period of at least two (2) years. Applicants must submit to a pre-employment urine drug test within twenty-four (24) hours of being ordered to test. Failure to submit to testing or failure to submit in a timely manner will result in the withdrawal of the City's conditional offer of employment. The applicant will be disqualified from further consideration for a period of two (2) years. Applicants who fail to test or who fail to submit in a timely manner for a second time will be permanently disqualified for consideration for employment with the City of Springfield. Any deviation from the practices set forth in this paragraph ~~this practice~~ must be documented and approved in writing by the policy administrator or designee.

(2) Employees of the City of Springfield who move via promotion, demotion or transfer from a non-safety-sensitive position to a safety-sensitive position must submit to a pre-employment, controlled substance test before commencing employment in the safety-sensitive position.

(3) Employees of the City of Springfield who move from a safety-sensitive position to another safety-sensitive position are not required to submit to a pre-employment, controlled substance test before commencing employment in the new position unless the movement is inter-departmental. Additionally, in all cases, employees newly moving into a DOT position shall be required to submit to a pre-employment controlled substance test before beginning work in the DOT position.

(b) Reasonable Suspicion Testing

(1) Reasonable suspicion testing applies to all City of Springfield employees regardless of their status or position. Reasonable suspicion testing shall be used to determine fitness for duty evaluations, including appropriate urine and/or breath testing when there are objective observable reasons to believe that alcohol or a controlled substance use is adversely affecting an employee's job performance or that the employee has violated this policy. Reasonable suspicion referrals for testing shall be made on the basis of documented objective facts and circumstances consistent with the effects of substance use. Reasonable suspicion observations and reports can only be made by supervisory or management personnel who are trained to detect the signs and symptoms of alcohol and controlled substance use and who may reasonably conclude that an employee may be adversely affected or impaired in the employee's work performance due to the use of alcohol or controlled substances. The observing supervisor or manager, regardless of the direct reporting relationship with the affected employee, is required to complete the appropriate required documentation concurrently with the observation and consideration to impose reasonable suspicion testing.

(2) All employees may be subject to testing following any type of accident if reasonable suspicion is determined, regardless of whether the accident meets the guidelines as noted under the post-accident provisions of this policy. A supervisor or manager who fails to report an observation and subsequently fails to order a confirmed reasonable suspicion will be subject to disciplinary action up to and including termination.

(3) Reasonable suspicion testing shall be required and completed whenever possible within two (2) hours of the observation, but in any case, no later than eight (8) hours after the observation for breath alcohol testing and thirty-two (32) hours for controlled substance testing. An employee who is ordered to submit to a reasonable suspicion drug test will be transported to the testing site by City personnel.

(4) A positive reasonable suspicion test result for alcohol or controlled substances will result in termination of employment.

(c) Random Testing

(1) Random testing is applicable only to employees who work in DOT positions or who have requested to work in an out-of-title position that is classified as a DOT position. Random testing shall be unannounced and conducted with unpredictable frequency throughout the year using an established scientifically-based selection method. Testing shall be ordered by appropriate supervisory personnel, with no less frequency than

required by federal law and regulations, and in such numbers as is minimally determined under the regulations. An employee who is notified to submit to a random drug test must report immediately to the collection site. No delay in reporting is acceptable. An employee who is ordered to submit and does not report to the collection site, without delay, must document circumstances causing the delay to be tested. Appropriate action by the supervisor, including the possibility of discipline, shall be required.

(2) The number and percentage of employees tested from the random pool will meet the minimum guidelines established by federal acts and state regulations unless modified by the City Manager. The City will utilize an outside company to conduct the selection method and perform the draws for random testing purposes.

(3) A positive random test result for alcohol or controlled substances will result in termination of employment unless the positive result is due to the employee refusing to test and invoking their one-time option for rehabilitation.

(4) If the outcome of a random test is inconclusive, neither positive or negative, the employee must promptly re-test when instructed to do so. The additional test(s) is not considered as an additional selection for a random test, as it only serves to provide a conclusive outcome. Any additional test needed due to this circumstance does not provide the employee with the right to exercise the one-time option for rehabilitation and will be supervised.

(d) Post-Accident Testing

(1) Post-accident testing is applicable only to employees who work in a DOT position or who have requested to work in an out-of-title position that is determined to be a DOT position. Post-accident testing shall be required for employees assigned to DOT positions after a vehicular accident, and in accordance with federal guidelines, if the accident involves the loss of human life; or when a traffic citation is issued to the City's driver, if the accident also involves one of the following: (1) bodily injury to any person who, as a result of the injury, immediately receives medical treatment away from the scene of the accident or (2) one or more motor vehicles incur disabling damage as a result of the accident, requiring a motor vehicle to be transported from the accident scene by a tow truck or other motor vehicle. Testing shall include both breath alcohol and urine drug testing of the employee(s).

(2) Post-accident testing shall be required and completed whenever possible within two (2) hours of the accident occurrence, but in any case, no later than eight (8) hours after the accident for breath alcohol testing and thirty-two (32) hours for controlled

substance testing. Employees submitting to post-accident testing should be transported to the testing facility by City personnel. An employee involved in an accident shall refrain from alcohol consumption for eight (8) hours following the accident. A positive post-accident test result for alcohol or controlled substances will result in termination of employment.

(e) Return to Work Testing

Return to work urine drug and alcohol testing for all DOT positions covered by this policy shall be required for all employees who previously refused to submit to an alcohol or a random controlled substance test, which results in the reporting of a positive drug test result in compliance with federal and state laws. To return to work, the employee must test negative and be evaluated and released to return to work by a SAP before being permitted to return to work. Employees who test negative for alcohol or a controlled substance return to work test will be required to submit to follow-up testing. A positive return to work test result for alcohol or controlled substances will result in termination of employment.

(f) Follow-up Testing

(1) Follow-up testing is required for all employees who have received a positive test result via a failure to test for alcohol or a controlled substance. These employees shall submit to frequent unannounced random urine and breath alcohol tests for a minimum of six (6) tests in the following twelve (12) months after return to work. Random testing may be continued for a period of up to sixty (60) months from the employee's return to work date. The duration of the follow-up testing and frequency of such testing shall be at the discretion of the policy administrator after review of the SAP's evaluation. A positive follow-up test result for alcohol or a controlled substance will result in termination of employment.

(2) Any employee who is involved in a work-related safety incident and/or accident who is also complying with a current follow-up testing plan will be subject to controlled substance and alcohol testing as part of the follow-up testing requirement. A positive follow-up test result for alcohol or controlled substances will result in termination of employment.

(g) Failure to Test

(1) Any employee who fails to submit to the required testing under this policy is considered to have tested positive and shall be subject to all of the consequences related to a positive test.

(2) Any employee ordered to submit to an alcohol or controlled substance test shall report immediately to the test site upon being ordered to submit to testing. Employees in a DOT position may exercise their one-time option for rehabilitation if elected prior to submitting a specimen for a random alcohol or controlled substance test. Employees are not afforded a one-time option for rehabilitation if the employee is ordered to submit to any other test outlined in this policy. Delay in reporting for testing by the employee shall be treated as a refusal to test and shall subject the employee to the consequences related to a positive test. Failure to provide a sufficient sample or to provide an unadulterated sample shall be considered as a refusal to test and shall subject the employee to the consequences related to a positive test.

(3) An employee ordered to submit to an alcohol or controlled substance test must be transported by another City personnel under the Post-Accident or Reasonable Suspicion provisions of this policy.

(h) Lethal Force Investigations

Any sworn law enforcement officer involved in using lethal force on-duty shall be required to submit to an alcohol and controlled substance test. The employee will be transported to the testing site by appropriate personnel as established by department protocols. A positive post-lethal force test result for alcohol or controlled substances will result in termination of employment.

(i) Clearinghouse

The City will conduct queries on current employees in DOT positions and applicants for DOT positions to verify that they are not prohibited from performing safety-sensitive functions due to an unresolved drug and alcohol program violations. If the query produces information that would prohibit the current employee or applicant from being able to perform safety-sensitive functions, the current employee will be removed from the current position and the applicant will not be considered for any safety-sensitive position.

Additionally, the City will report to the clearinghouse if a current employee in a DOT position or an applicant for a DOT position has a verified positive, adulterated, or substituted drug result; an alcohol confirmation test with a concentration of 0.04 or higher; a refusal to submit to a drug or alcohol test; on-duty alcohol use; pre-duty alcohol use; alcohol use following an accident; other drug use as defined by federal regulations; a SAP's report of the successful completion of return to work process; a negative return to work test; the City's report of completion related to any follow-up testing; as well as knowledge of any violation.

EXPLANATION TO COUNCIL BILL 2025-203 (CARROLL)

FILED: 09/10/2025

ORIGINATING DEPARTMENT: Workforce Development

TITLE: A special ordinance authorizing the City Manager, or designee, to accept grant funding from the Missouri Department of Higher Education and Workforce Development's Office of Apprenticeship & Work-Based Learning in the amount of $50,000, to be utilized for the creation and support of pre-registered apprenticeship programs; enter into necessary agreements to carry out the purpose of the grant funds; and amend the Fiscal Year 2025-2026 budget of the Department of Economic Vitality and Workforce Development in the amount of $50,000.

PURPOSE: Authorizing the City Manager, or designee, to accept grant funding from the Missouri's Department of Higher Education and Workforce Development's Office of Apprenticeship & Work-Based Learning in the amount of $50,000, to be utilized for the creation and support of pre-registered apprenticeship programs; enter into necessary agreements to carry out the purpose of the grant funds; and amend the Department of Economic Vitality and Workforce Development's budget for the Fiscal Year 2025-2026 in the amount of $50,000.

BACKGROUND INFORMATION: The Missouri Department of Higher Education and Workforce Development (MDHEWD), Office of Apprenticeship & Work-Based Learning (OAWBL) was established by Executive Order 19-20. OAWBL is tasked with increasing the number of individuals in Registered Apprenticeship Programs (RAPs), among other work-based learning programs. To support these initiatives, OAWBL regularly seeks out grants and, when possible, provides opportunities for entities to apply for funding to support apprenticeship expansions.

For Program Year 2025, OAWBL requested proposals to support RAP expansions and the launching of new apprenticeship programs. For this opportunity, OAWBL was particularly interested in supporting projects that increased access to registered apprenticeship career pathways in the 5-12 teacher occupations, care economy, climate/clean energy, broadband, public sector, technology/cybersecurity, hospitality, skilled trades, supply chain, advanced manufacturing, and utility industries.

The City of Springfield, Department of Economic Vitality and Workforce Development has been awarded funding in the amount of $50,000. The award will enable staff to support at least 23 apprentices in the education and cybersecurity sectors. The period of performance expires on December 31, 2026.

Submitted By: Amanda Ohlensehlen, Director of Economic Vitality

Authorized for inclusion on the agenda pursuant to City Code section 2-33:

Attachments:
1. ABA3 Grant Acceptance and Budget Adjustment (1) (1)
2. 2025 ABA3 Budget Adjustment_exhA (1)

One-rdg. _____
P. Hrngs. _____
Pgs. 5
Filed: 09-02-25

Sponsored by: Carroll

First Reading: _____ Second Reading: _____

COUNCIL BILL 2025-203 SPECIAL ORDINANCE _____

AN ORDINANCE

AUTHORIZING the City Manager, or designee, to accept grant funding from the Missouri Department of Higher Education and Workforce Development's Office of Apprenticeship & Work-Based Learning in the amount of $50,000, to be utilized for the creation and support of pre-registered apprenticeship programs; enter into necessary agreements to carry out the purpose of the grant funds; and amend the Fiscal Year 2025-2026 budget of the Department of Economic Vitality and Workforce Development in the amount of $50,000.

WHEREAS, the Missouri Department of Higher Education and Workforce Development's Office of Apprenticeship & Work-Based Learning ("OAWBL") seeks to increase the number of individuals in Registered Apprenticeship Programs ("RAPs"); and

WHEREAS, the OAWBL regularly seeks out grants and, when possible, provides opportunities for entities to apply for funding to support apprenticeship expansions; and

WHEREAS, the City's Department of Economic Vitality and Workforce Development has been awarded such funding in the amount of $50,000; and

WHEREAS, this funding will be used to support at least 23 apprentices in the education and cybersecurity sectors; and

WHEREAS, the period of performance expires on December 31, 2026; and

WHEREAS, an amendment to the budget of the Department of Economic Vitality and Workforce Development for Fiscal Year 2025-2026 in the amount of $50,000 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 grant funding from the Missouri Department of Higher Education and Workforce Development's Office of Apprenticeship & Work-Based Learning in the amount of $50,000.

Section 2 – The budget of the Department of Economic Vitality and Workforce Development for Fiscal Year 2025-2026 is hereby amended in the accounts and in the amounts as shown on Budget Adjustment 018, 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
018

Revenues:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
24140	21	28210	416010	000000	00000	$ 50,000	Dept of Higher Ed & Workforce Dev - Apprenticeship Building America - Round 3 Grant
Net Revenue Adjustment						$ 50,000	

Expenditures:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
24140	21	28110	500110	000000	00000	1,699	Salaries
24140	21	28110	500210	000000	00000	229	Lagers
24140	21	28110	500250	000000	00000	130	FICA
24140	21	28110	500260	000000	00000	142	Health Insurance
24140	21	28110	500280	000000	00000	50	Workmens Comp
24140	21	28210	500110	000000	0000	11,569	Salaries
24140	21	28210	500210	000000	0000	2,253	Lagers
24140	21	28210	500250	000000	0000	305	FICA
24140	21	28210	500260	000000	0000	1,209	Health Insurance
24140	21	28210	500280	000000	0000	214	Workmens Comp
24140	21	28210	502610	000000	00000	9,200	Work Related Expenses
24140	21	28210	502655	000000	00000	23,000	Pre-Apprenticeship Training
Net Expenditure Adjustment						$ 50,000	

Fund Balance Appropriation:

Fund		Title	Amount
24140			

Explanation: To amend the FY2025-26 budget by appropriating funds from federal grant revenue to support the Department of Workforce Development and Economic Viality's operations from Department of Higher Education and Workforce Development, Apprenticeship Building America - Round 3 (ABA) Grant for FY 25-26.

Requested By:

9-03-2025

Department Head Date

Approved By:

9-03-2025

Director of Finance Date

City Manager Date

Authorization:

Council Bill No. 2025-203

Ordinance No.

1st Reading

2nd Reading

Journal Imp No.

EXPLANATION TO COUNCIL BILL 2025-204 (HOSMER)

FILED: 09/10/2025

ORIGINATING DEPARTMENT: Workforce Development

TITLE: A special ordinance authorizing the City Manager, or designee, to accept grant funding from the Missouri Department of Higher Education and Workforce Development in the amount of $460,068, to be utilized for temporary employment opportunities focused on clean-up and recovery in Webster County; enter into necessary agreements to carry out the purpose of the grant funds; and amend the Fiscal Year 2025-2026 budget of the Department of Economic Vitality and Workforce Development in the amount of $460,068.

PURPOSE: Authorizing the City Manager, or his designee, to accept grant funding from the Missouri Department of Higher Education and Workforce Development in the amount of $460,068.00 to be utilized for temporary employment opportunities focused on clean-up and recovery in Webster County and to enter into necessary agreements to carry out the purpose of the grant funds; amending the Economic Vitality and Workforce Development Department's budget for the Fiscal Year 2025-2026 in the amount of $460,068.00.

BACKGROUND INFORMATION: The Missouri Department of Higher Education and Workforce Development (MDHEWD) has awarded the City of Springfield, Department of Economic Vitality and Workforce Development $460,068.00 as part of a Department of Labor National Emergency Grant (NEG) to carry out grant activities in Webster County. This grant is designed to offer on-the-job training to eligible participants. Selected participants will work on restoration projects that were a result of the March 14-15, 2025, and March 30-April 8 storms. During their on-the-job training, participants will learn and demonstrate skills that will aid in securing long-term employment after the training.

The Department was awarded and operated National Emergency Grants in 2013 and 2017.

Submitted By: Amanda Ohlensehlen, Director of Economic Vitality

Authorized for inclusion on the agenda pursuant to City Code section 2-33:

Attachments:
1. NEG-Webster Grant Acceptance and Budget Adjustment (1)
2. 0019 WFD FY26 Fed Dept of Higher Ed and Worforce Dev NEG Spring 2025 Storms Webster County

One-rdg. _____
P. Hrngs. _____
Pgs. 5
Filed: 09-02-25

Sponsored by: Hosmer

First Reading: _____ Second Reading: _____

COUNCIL BILL 2025-204 SPECIAL ORDINANCE _____

AN ORDINANCE

AUTHORIZING the City Manager, or designee, to accept grant funding from the Missouri Department of Higher Education and Workforce Development in the amount of $460,068, to be utilized for temporary employment opportunities focused on clean-up and recovery in Webster County; enter into necessary agreements to carry out the purpose of the grant funds; and amend the Fiscal Year 2025-2026 budget of the Department of Economic Vitality and Workforce Development in the amount of $460,068.

WHEREAS, the Missouri Department of Higher Education and Workforce Development has awarded the Department of Economic Vitality and Workforce Development $460,068 in grant funding as part of a Department of Labor National Emergency Grant ("NEG") to carry out grant activities in Webster County; and

WHEREAS, this grant is designed to offer on-the-job training to eligible participants to work on restoration projects resulting from storms that occurred in March and April 2025; and

WHEREAS, previous such awards were granted in 2013 and 2017; and

WHEREAS, an amendment to the budget of the Department of Economic Vitality and Workforce Development for Fiscal Year 2025-2026 in the amount of $460,068.00 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 grant funding from the Missouri Department of Higher Education and Workforce Development in the amount of $460,068.00.

Section 2 – The budget of the Department of Economic Vitality and Workforce Development for Fiscal Year 2025-2026 is hereby amended in the accounts and in the amounts as shown on Budget Adjustment 019, 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 Council hereby directs the City Manager, or designee, to cause the appropriate accounting entries to be made in the books and records of the City.

Section 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
019

Revenues:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
24140	21	28210	416010	000000	00000	$ 460,068	MO - Natl Emergency Grant - Spring 2025 Storms Webster County
Net Revenue Adjustment						$ 460,068	

Expenditures:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
24140	21	28110	500110	000000	00000	6,297	Salaries
24140	21	28110	500210	000000	00000	1,026	Lagers
24140	21	28110	500250	000000	00000	825	FICA
24140	21	28110	500260	000000	00000	315	Health Insurance
24140	21	28110	500280	000000	00000	50	Workmens Comp
24140	21	28110	000000	000000	00000	1,189	Facility costs and office supplies
24140	21	28210	502540	000000	00000	118,560	Participant Wages
24140	21	28210	502610	000000	00000	3,000	Supportive Services
24140	21	28210	505820	000000	00000	5,372	Building Rent
24140	21	28210	500110	000000	00000	29,457	Salaries
24140	21	28210	500210	000000	00000	4,325	Lagers
24140	21	28210	500250	000000	00000	2,408	FICA
24140	21	28210	500260	000000	00000	3,150	Health Insurance
24140	21	28210	500280	000000	00000	718	Workmens Comp
24140	21	28210	501240	000000	00000	572	Supplies
24140	21	28210	501190	000000	00000	260,064	Equipment leases
24140	21	28210	504580	000000	00000	21,840	Other Professional Services
24140	21	28210	502680	000000	00000	900	Occupational Skills training
Net Expenditure Adjustment						$ 460,068	

Fund Balance Appropriation:

Fund		Title	Amount
24140			

Explanation: To amend the FY2025-26 budget by appropriating funds from federal grant revenue to support the Department of Workforce Development and Economic Viality's operations with Department of Higher Education and Workforce Development - National Emergency Grant (NEG)-Spring 2025 Storms Webster County FY 25-26.

Requested By: 9-03-2025
Department Head Date

Approved By: 9-03-2025
Director of Finance Date

City Manager Date

Authorization:
Council Bill No. 2025-204
Ordinance No.
1st Reading
2nd Reading
Journal Imp No.

EXPLANATION TO COUNCIL BILL 2025-208 (HARDINGER)

FILED: 09/10/2025

ORIGINATING DEPARTMENT: City Utilities

TITLE: A general ordinance approving City Utilities' Fiscal Year 2026 Operating Budget for its Fiscal Year ending September 30, 2026.

PURPOSE: Approval of City Utilities' Fiscal Year 2026 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 Tuesday, September 30, 2025. The period included in City Utilities' Fiscal Year 2026 Operating Budget is October 1, 2025, through September 30, 2026.

Submitted By:

Authorized for inclusion on the agenda pursuant to City Code section 2-33:

Attachments:
1. Ordinance for City - 2026 Budget JLP 8-13-25 1
2. Final Submission of CU FY2026 Operating Budget

One-rdg. _____
P. Hrngs. _____
Pgs. 77
Filed: 09/05/2025

Sponsored by: Hardinger

First Reading: _____ Second Reading: _____

COUNCIL BILL 2025-208 GENERAL ORDINANCE_____

AN ORDINANCE

APPROVING City Utilities' Fiscal Year 2026 Operating Budget for its Fiscal Year ending September 30, 2026.

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, 2026, approved by the Board of Public Utilities of the City of Springfield, Missouri, on August 21, 2025, a copy of the same being attached hereto and incorporated by reference as "Exhibit 1," 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: _____, 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; and

WHEREAS, City Utilities' staff has presented and received input on a draft proposed Fiscal Year 2026 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 and C, respectively, proposing disbursement authority of $858,957,795 for City Utilities' 2026 fiscal year.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF PUBLIC UTILITIES OF THE CITY OF SPRINGFIELD, MISSOURI, that City Utilities' 2026-2030 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 21st day of August, 2025.

Alina Lehnert

Alina Lehnert, Secretary

BOARD OF PUBLIC UTILITIES
TELECOMMUNICATIONS
ELECTRIC
NATURAL GAS
WATER
TRANSIT
CITY OF SPRINGFIELD

PROPOSED

City Utilities
Connecting Our Community

FY 2026
OPERATING BUDGET

City Utilities
Connecting Our Community

July 31, 2025

Memo To: Chair and Members of the Board of Public Utilities

We are pleased to present City Utilities' 2026 Operating Budget for your consideration and approval. The budget for the fiscal year beginning October 1, 2025, 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 2024, 2025, and 2026, 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 12, 2025, at 3:00 p.m. for presentation of this budget.

A public hearing for the 2026 Operating Budget followed by a joint Board/City Council study session has been scheduled for Thursday, August 14, 2025, at 5:30 p.m.

On behalf of our management team and all the employees of City Utilities responsible for producing the 2026 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

Louise Knauer, Chair
Steve Edwards, Vice Chair
Alina Lehnert, PhD, Secretary
Ben Shantz, Assistant Secretary

Ryan Kruger
Steve Dooley
Gerry Lee
Heather Ramsey
Ryan Mooney
Jeff Shore
Clif Smart
David Cameron, Ex-Officio

CITY UTILITIES CITIZENS' ADVISORY COUNCIL

As of 6/30/2025

Crystal Reynolds Roberts, Chair
Jay Titus, Vice Chair

Richard Baker
Amy Blansit
Roy Bright
Carrie Brown
Cliff Buchannan
Ashley Casad
Irwin Cohen
Mark Eck
Gordon Elliott
Mark Gambon
Sarah Hough
Skip Jansen
Matt Morris
Rob Rector
Joe Reynolds
Michele Rutayuga
Jaimie Trussell
Brandi VanAntwerp
Isabelle Jimenez Walker
Michael Zimmerman

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 2026 Operating Budget are projects related to the purchase of fuels for natural gas, electric 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 Fuel Prices Rates
Project Managers Submit Project Requests	Strategic Plan Objectives Operation and Maintenance of Systems Capital Improvements
Project Requests Prioritized by Business Unit to Ensure	Adequate Cash Reserves Financial Targets Satisfied

Budget Review Schedule

July 31, 2025	Distribution of the preliminary 2026-2030 Operating Plan
August 12, 2025 (3:00 - 5:00 PM)	Presentation of the preliminary 2026-2030 Operating Plan at a special-called Board Meeting
August 14, 2025 (5:30 PM)	Public Hearing and Board/City Council Joint Study Session on the preliminary 2026 Operating Budget
August 15, 2025 - August 20, 2025	Review comments, questions and/or study session with Board and City Council, as needed
August 21, 2025 (3:00 PM)	Board Approval of the 2026-2030 Operating Plan
August 22, 2025	Board-Approved 2026 Operating Budget filed with City Clerk
September 8, 2025 (6:30 PM)	First Reading and Public Hearing of Board-Approved 2026 Operating Budget by City Council
September 22, 2025 (6:30 PM)	Second Reading and Adoption of 2026 Operating Budget by City Council

Glossary

Appropriation	An authorization granted by a governing body to make expenditures and incur obligations for specific purposes. An appropriation is limited in amount and time when it may be expended.
Bond Funds	Funds required to be set aside out of revenues to protect bondholders and City Utilities in the event of fund shortfalls. Funds for Bonded Indebtedness are required for Debt Service Reserves and Sinking Funds.
British Thermal Unit (BTU)	The amount of heat energy needed to raise the temperature of one pound of water by one degree. This is the standard measurement used to state the amount of energy contained within a fuel.
BUILD Grant	In 2019, the City of Springfield was awarded a $21 million grant through the Better Utilizing Investments to Leverage Development (BUILD) Transportation Discretionary grant program by the Federal Department of Transportation. The City will use the funds to create an off-street pedestrian and bicycle pathway along Grant Avenue between Sunshine and College Streets.
Capital Expenditure	Expenditure to acquire or upgrade a long-term asset.
Carry-Ins	A funding process which allows for time-line movements from a previous Fiscal Year to the current year.
Community Services	A summary of the monetary value that City Utilities provides to the City of Springfield and the customers of City Utilities for a given time period. This value includes the payment in lieu of taxes, right of way fees, utility relocations, free utility services provided to the City, and subsidization of the Transit System.
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.
Contingency Item	Potential project not included in the funding solution and which may or may not be required (e.g., dependent on other actions).
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 Expense 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	Sum of Operating Income, excluding depreciation and amortization, and including other income divided by Total Annual Debt Service. Measures how many times Utility's annual income will cover annual debt payments.
Degree Days	The difference between the daily temperature mean and 65°F. These are Heating Degree Days (HDD) if the mean temperature is below 65°F and Cooling Degree Days (CDD) if the mean temperature is above 65°F.
Dekatherm (Dth)	Unit of energy to measure natural gas. Equivalent to one million BTUs and the energy contained in about one thousand cubic feet of natural gas.
Designated Improvement Account (DIA)	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.
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.

Glossary

Expense	Expenses represent the total cost of operations during a period regardless of the timing of the disbursement.
Fiscal Year	City Utilities' Fiscal Year is October 1 to September 30.
Fund Balance	The amount of money in a cash account at a specific point in time.
Integrated Marketplace (IM)	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.
Integrated Transmission Planning (ITP)	Iterative three-year SPP process including 20-year, 10-year, and near-term assessments of the energy transmission in SPP.
Kilovolt (kV)	Unit of electric potential equal to 1,000 volts.
Megawatt (MW)	Unit of power equal to 1 million watts.
Megawatt Hour (MWh)	Equivalent to 1 million watts used over one hour.
Miller Park	Miller Park is a 20-acre park located next to the Fellows Lake Marina. The park offers pavilions, a playground, a boat ramp, a small convenience store and rental of canoes, kayaks, and motorized boats. Miller Park is part of the Fellows Lake Recreational Area that has over 30 miles of Dirt 66 soft surface trails for hiking and mountain biking.
Non-Utility Receipts / Disbursements	Collections by City Utilities for the benefit of another entity. These collections or receipts, such as sales tax and sewer billings, create a non-utility disbursement when paid to the benefitting agency.
Off-System (Electric) Sales	Wholesale of electric power to an entity other than a City Utilities residential, commercial or industrial customer.
Operating Earnings	Operating Income 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.
Operating Fund	The general fund for the Utility. All receipts and disbursements, except for some specific financings and direct interest earnings, flow through the Operating Fund.
Operating Income	The amount of profit realized from a business's operations after subtracting operating expenses and depreciation. Operating expenses are costs which are incurred from operating activities and exclude income and expenses such as interest, gain or loss on investments, extraordinary items and miscellaneous items not directly related to business operations.
Pipeline and Hazardous Material Safety Administration (PHMSA) Grant	In 2023 and 2024, City Utilities was awarded a total of $30 million in grants from the Pipeline and Hazardous Materials Safety Administration (PHMSA) through the Natural Gas Distribution Infrastructure Safety and Modernization (NGDISM) grant program. City Utilities will use the funds to replace aging infrastructure through 2030.
Receipt	Funds the organization receives as income or capital contributions and are either designated or undesignated.
Reprojected Budget	The current year's budget updated for actual results through a portion of the year and new 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 (SPP)	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.
Statement of Net Position (Balance Sheet)	A financial statement presenting the assets, liabilities, reserves and balances of specific funds as of a specific date.
Statement of Revenues, Expenses and Changes in Net Position (Income Statement)	A financial statement displaying the revenues less expenses of the organization for a given period of time, usually a month or year.

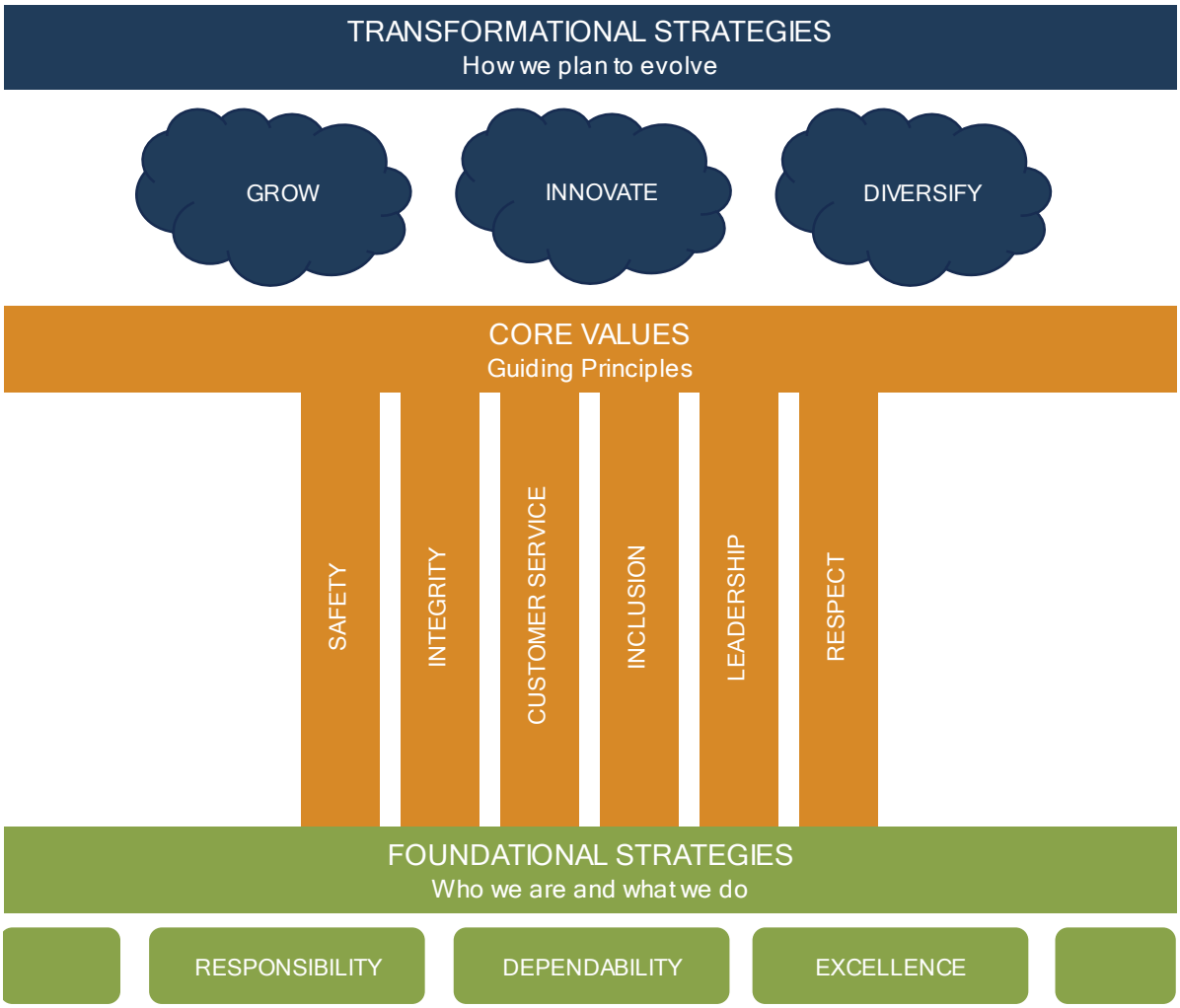
Glossary

The Energy Authority (TEA)	In 2000, City Utilities became an equity member of The Energy Authority (TEA). TEA provides public power utilities with access to advanced resources and technology systems so they can respond competitively in the changing energy markets. Through partnership with TEA, utilities benefit from an experienced organization that is singularly focused on deriving the maximum value of their assets from the market. City Utilities also receives resource management services from TEA.
Working Capital	The funds required to cover operation and maintenance expenses, purchase fuels and materials, fund capital investments, and debt service payments.

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.

2026
OPERATING BUDGET

EXECUTIVE SUMMARY

Financial Targets	2
Customer Growth and Use	3
Revenue Forecast	4
Economic Assumptions	5
Fuels and Purchased Energy Assumptions	5
Capital Improvements	6
Expenditures	7
Disbursement Authority	8
Financial Results	8
Electric Power Supply	8

City Utilities' 2026 Operating Budget is the culmination of a planning process to meet customer needs while prudently managing resources. Decisions are aligned with the goals, strategies, and objectives of the Utility's Strategic Plan.

City Utilities continues to focus on providing value to customers. Electric, Natural Gas, and Water customer growth and usage forecasts assume normal weather conditions. The trend over the last several years of moderately low customer growth eroded by declining customer usage for Electric and Water is expected to continue over the next five years. Natural Gas is forecasted for moderately low customer growth with flat customer usage. Inflation, energy price volatility, and tariffs are potentially impactful to the results of operations. Changes in any number of geopolitical or market factors could impact fuel prices over the planning horizon. The key to our success going forward is to continue to find ways to be more efficient in our processes and proactively find ways to mitigate customer bill impacts due to market price volatility while meeting our customers' needs for safe and reliable electric, natural gas, water, transit, and broadband services while focusing on promoting community economic development.

These factors played a key role in the development of the 2026 Operating Budget and will continue to drive City Utilities' planning process in the future.

This section provides an overview of the 2026 Operating Budget. Included is an overview of our financial targets, a summary of the major capital expenditures, projections for customer growth and usage, and the revenue forecast for each business unit. The disbursement authority calculation based on the expenditures in this budget is also included at the end of the summary.

The accompanying sections of the Operating Budget include further detail of the revenue assumptions, planned capital improvements, and expenditures associated with the daily operation and maintenance of the Utility.

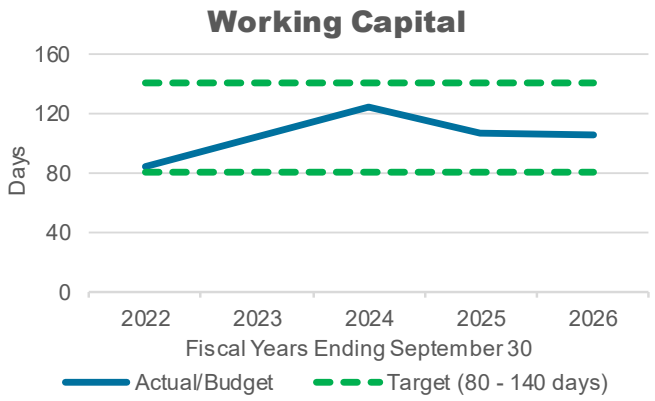
The Operating Plan is presented to the Board of Public Utilities for consideration and approval. Following approval by the Board of Public Utilities, the Operating Budget is presented to City Council for consideration and approval.

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. For fiscal 2026, the average daily cash requirement is projected to be $1,253,000. City Utilities' Working Capital target range is reviewed periodically and is based on three factors: Operational Cash Flow Model, Debt Service Adjustment, and Financial Stability. The target level is a range of 80 to 140 days of cash on hand, which aligns City Utilities' Working Capital target with other "AA" rated public utilities. The Working Capital balance is reflected on the summary of fund balances as Cash and Short-term Investments and Working Capital/Rate Stabilization. Cash designated for future capital projects, construction funds, contingencies, board designated reserves, or reserves required by bond ordinances is not included in Working Capital.

For the 2026 Operating Budget, City Utilities is projected to end the Fiscal Year with 105 days of Working Capital.



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. Operating Earnings, or cash flow from operations, is calculated as Operating Income including non-cash adjustments. The Operating Requirement for Electric, Natural Gas, Water, and SpringNet® includes capital expenditures and debt service. The Operating Requirement for Electric, Natural Gas, and Water also includes support of the Transit System.

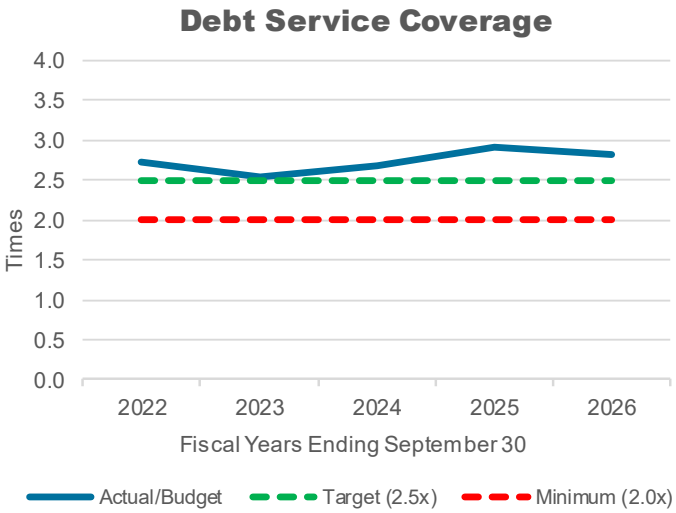
A business unit with Operating Earnings projected to be below the Operating Requirement is scrutinized for budget reductions, additional revenue sources, or possible financing alternatives. It is common for Operating Earnings to be less than the Operating Requirement when large capital improvements are planned. This is considered acceptable if future years of the Operating Plan show the business unit will have Operating Earnings in excess of the Operating Requirement to cover the years with a shortfall.

For the 2026 Operating Budget, Electric, Natural Gas, Water, and SpringNet ® Operating Earnings are sufficient to meet the Operating Requirement.

Debt Service Coverage

Debt Service Coverage (DSC) 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.

City Utilities has set a target DSC, based on financial standards for strongly rated utilities, of 2.5 times debt service, with a minimum required level of 2.0. For the 2026 Operating Budget, DSC is projected to be 2.8.

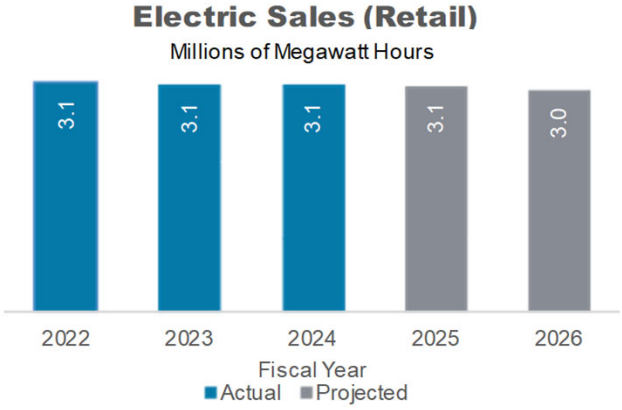


Customer Growth and Use

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 and fiscal 2025 projections include actual sales through February. These projections exclude interdepartmental revenues.

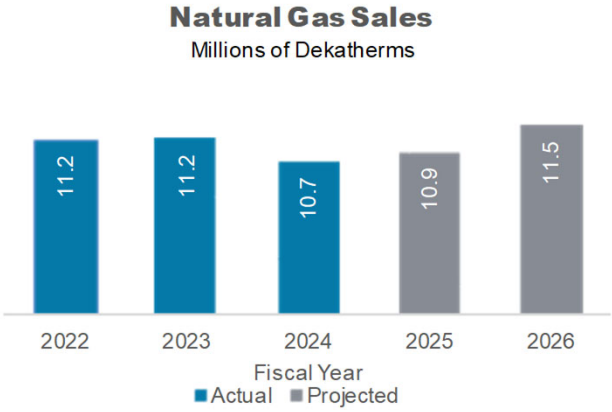
Electric

The number of electric customers is projected to increase by 855 (0.8%) residential customers and 111 (0.7%) nonresidential customers in fiscal 2026. Use per customer in 2026 is projected to decline slightly compared to 2025 projections due to energy efficiency improvements.



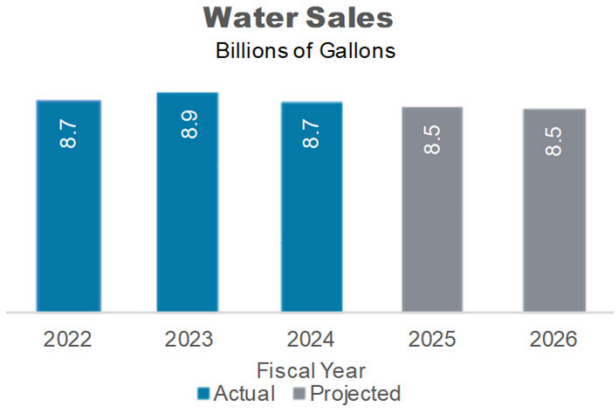
Natural Gas

The number of natural gas customers is projected to increase by 100 (0.1%) residential customers and 37 (0.4%) nonresidential customers in fiscal 2026. Use per customer in 2026 is projected to be higher than 2025 projections due to the overall warmer winter weather in 2025 and assumption of normal weather in 2026.



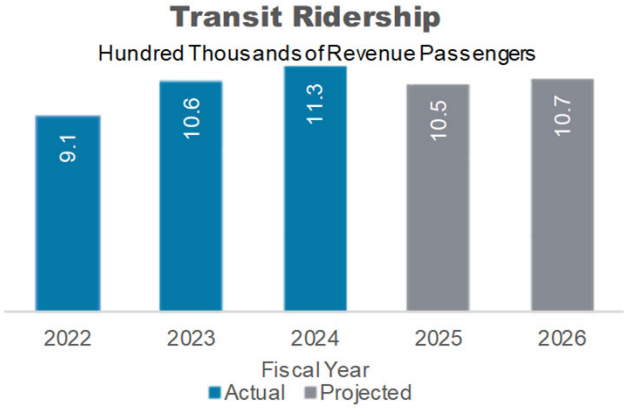
Water

The Water System continues to experience modest growth in customers. The number of water customers is projected to increase by 386 (0.5%) residential customers and 69 (0.8%) nonresidential customers in fiscal 2026. Water use per residential customer in 2026 is projected to continue to decline with changing customer habits and efficiencies.



Transit

Transit ridership for fiscal 2026 is projected to increase slightly compared to 2025.



Revenue Forecast

Total receipts for the Utility are projected at $693 million for fiscal 2026, a decrease of $249 million compared to the 2025 Reprojected Budget. Most of this expected decrease is due to financing proceeds received for debt issuance on Electric power supply.

Electric revenues are expected to increase $18 million from 2025 to 2026. The 2026 operating budget reflects the final, of a series of three electric rate adjustments approved by the Board of Public Utilities and City Council in September 2023. Volumetric units sold are expected to decrease slightly from 2025 to 2026.

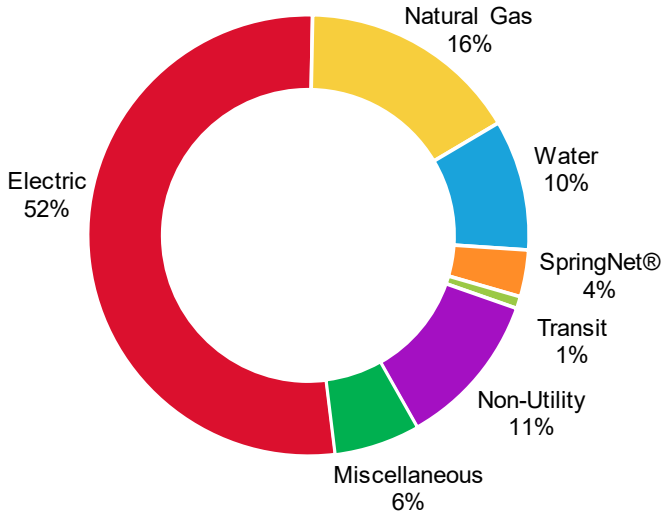
Natural Gas revenues are expected to increase $16 million from 2025 to 2026 due to projected natural gas cost increases. Additionally, the 2026 operating budget reflects the first of three natural gas rate adjustments approved by the Board of Public Utilities and City Council in September 2024. Volumes sold are also expected to increase 6% from 2025 to 2026.

Water revenues are expected to increase $2 million from 2025 to 2026. The 2026 operating budget reflects the final, of a series of three water rate adjustments approved by the Board of Public Utilities and City Council in September 2022. Sales volumes are anticipated to increase slightly from 2025 to 2026.

Non-utility receipts are items City Utilities collects and remits to a third party. These items include sales taxes billed, wastewater billings for the City of Springfield, Missouri drinking water primacy fee, and donations to the Project SHARE program.

Utility expects to receive $7 million in miscellaneous billings include financing proceeds, interest income, customer contributions for service extensions, capital grants, and capital reimbursements from the Federal Transit Administration (FTA). Miscellaneous billings are projected to decrease in 2026 from 2025 driven by financing proceeds. Natural Gas expects to receive $7 million in capital grants from the Pipeline and Hazardous Materials Safety Administration (PHMSA) to support the replacement of natural gas mains and services. City Utilities expects to receive $5 million in capital grants from the Federal Emergency Management Agency (FEMA) for a backup generator at Blackman Water Treatment Plant (BWTP) for electric reliability.

2026 Receipts Budget



Revenues/Receipts			
($ in millions)	**Actual**	**Reprojected**	**Budget**
Utility Operating Revenues/Receipts:	**2024**	**2025**	**2026**
Electric	$ 325	$ 332	$ 361
Natural Gas	85	96	112
Water	61	64	66
SpringNet®	23	24	24
Trunked Radio	1	1	1
Transit (including subsidies)	8	6	6
Non-Utility Receipts	67	81	79
Miscelleaneous Billings	40	338	43
Total Receipts	**$ 609**	**$ 942**	**$ 693**

Economic Assumptions

The 2026 Operating Budget includes economic assumptions to project expenditure levels. These include projections for inflation, fuel prices, borrowing costs, and investment returns. The assumptions for 2026 are based on the Federal Reserve's current monetary policy and target inflation rate.

The rate of inflation for operating and maintenance expenses and construction costs for the Operating Budget is 3.0% for 2026. During the planning and budgeting process, this rate may have been applied to current expenditure trends to forecast future expenditures, except where other known variables are likely to impact costs. Inflation rates may be used by project managers as a guideline to help forecast costs.

Economic Assumptions

	Budget
Inflation Rate	3.0%
Interest Borrowing Rate (tax-exempt):	
15 year	4.0%
30 year	4.7%
Portfolio Interest Earnings Rate	3.8%

Fuels and Purchased Energy Assumptions

Assumptions for fuels, purchased energy costs, and purchased volumetric estimates are an integral part of the budgeting process. Fuels and purchased energy costs account for 26% of City Utilities' total 2026 budgeted expenditures. Most of these costs will be paid by City Utilities' customers through fuel cost adjustment mechanisms, which impact revenues and receipts.

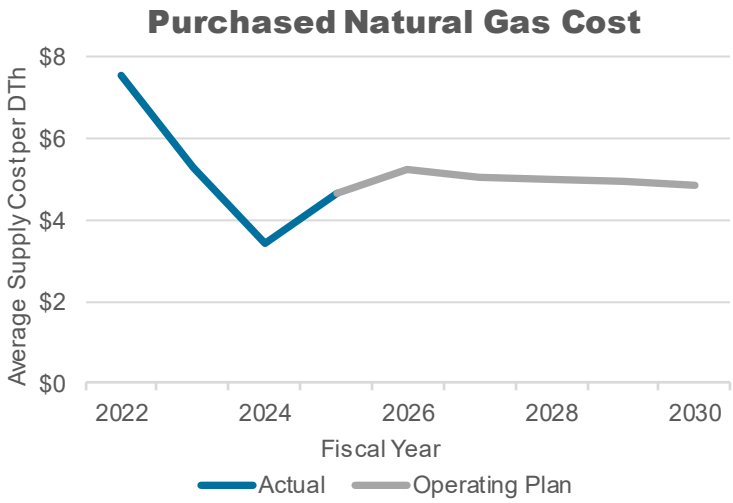
Current projections reflect the assumption that coal from the Powder River Basin in Wyoming will be consumed by John Twitty Energy Center (JTEC) coal-fired generating units. The 2026 budgeted cost of coal purchases is $51 million.

Assuming normal weather, natural gas expenditures for 2026 are projected to be higher than 2025 due to forecasted higher prices. The 2026 budgeted cost of 16 million Dekatherms (Dth) of natural gas is $83 million. This includes $50 million for natural gas purchased for firm and curtailable customers and $17 million for transportation capacity. Natural Gas for power generation is budgeted at $16 million in fiscal 2026.

The budgeted cost of purchased energy for 2026 is $62 million and includes renewable energy purchased power agreements and purchases from the SPP Integrated Marketplace. City Utilities purchases power 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	$46.02
Natural Gas:	
Dth Purchased	15.8 million
Cost of Natural Gas Purchases	$83 million
Average Supply Cost per Dth	$5.24
Purchased Energy:	
MWh Purchased	1.8 million
Cost of Purchased Energy	$62 million
Average Price per MWh	$33.73



Capital Improvements

Capital improvements are necessary to provide safe, reliable service to customers and help ensure flexibility of supply. Capital improvements maintain and replace aging infrastructure, promoting compliance with safety and reliability standards for our customers. City Utilities modified its planning process to better prioritize projects that serve the needs of customers and align with the Utility's strategic goals. Projects are prioritized within business units in alignment with our Strategic Plan.

Capital expenditures, excluding Electric power supply, for the 2026 Operating Budget have a projected cost of $104 million. This is an increase of $15 million compared to the 2025 Reprojected Budget. Due to the ongoing process of maintaining City Utilities' infrastructure, many of the capital projects are recurring in nature. Recurring projects include electric transformer and pole replacements, water main and service renewals, and natural gas main and service renewals.

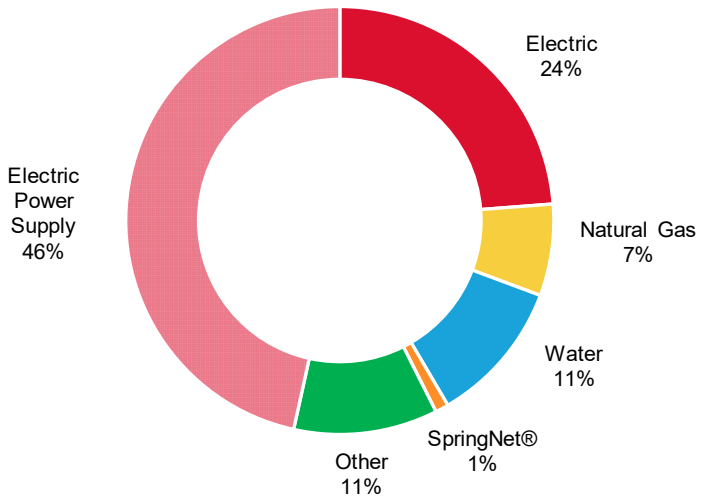
Capital spending for Electric power supply for the 2026 Operating Budget is projected at $90 million, compared to $167 million in 2025. Investment in Electric power supply includes installation of 150 Megawatts (MW) of gas turbines at McCartney Generating Station and installation of battery energy storage systems at Blackman Water Treatment Plant and James River Power Station.

Investment in renewing and replacing aging infrastructure continues to be a priority for the Utility. Capital improvements include $9 million for water main and service renewals, $8 million for natural gas main and service renewals, $2 million for purchase and installation of distribution transformers, $4 million for electric pole maintenance, and $8 million for Electric, Natural Gas, Water, and SpringNet® infrastructure for municipal improvement projects.

Other planned capital spending supports the strategic goals of the Utility, including dependability, responsibility, excellence, grow, and innovate. Expenditures for other planned capital spending include $10 million for environmental requirements on the JTEC landfill, $6 million towards a backup generator at BWTP ($2 million net of grant receipts), and $6 million for a 161 Kilovolt (kV) transmission line from Republic Substation to Partnership Industrial Center (PIC) West Substation.

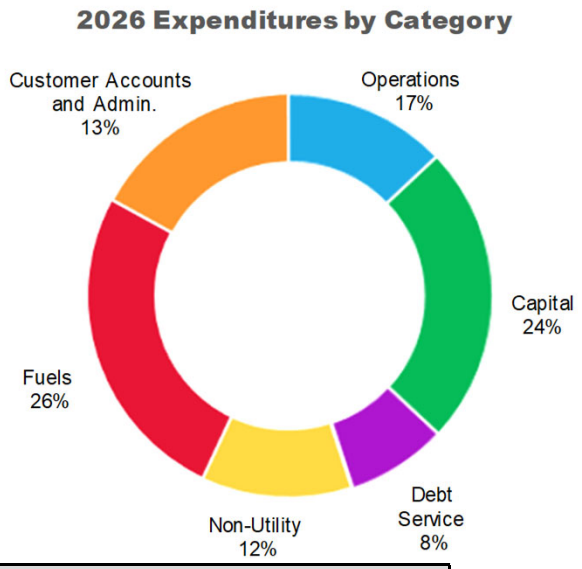
Capital Improvements, Section C of the 2026 Operating Budget, includes additional information on the capital budgeting process, descriptions of the capital projects, and the strategies that each project supports.

Capital Expenditures by Category



Expenditures

Total expenditures for the 2026 Operating Budget are projected at $807 million, a decrease of $13 million from the 2025 Reprojected Budget. Increases in expenditures for fuels and debt service on Electric power supply are offset by a decrease in capital additions and improvements, primarily driven by lower Electric power supply expenditures from fiscal 2026 as compared to 2025.



Project Expenditures

($ in millions)	Actual 2024	Reprojected 2025	Budget 2026
Fuels	**$ 163**	**$ 186**	**$ 211**
Operations: [1]			
Power Generation	36	29	35
Electric T and D	28	31	33
Natural Gas T and D	7	9	8
Water Supply and Treatment	7	7	7
Water Distribution	5	6	6
Transit	6	6	6
Facilities	7	8	8
Vehicles and Equipment	3	3	3
SpringNet®	7	6	6
Information Technology	12	13	15
General Operations	5	6	6
Sub-total Operations	**123**	**124**	**135**
Customer Accounts and Admin.: [1]			
Human Resources	61	67	71
Finance	7	11	9
Administrative Support	7	9	7
Customer Support	12	13	14
Sub-total Customer and Admin.	**87**	**101**	**101**
Capital Improvements	**65**	**255**	**194**
Debt Service	**52**	**52**	**66**
Non-Utility	**85**	**101**	**100**
Total Project Expenditures	**$ 575**	**$ 820**	**$ 807**

[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 2025	Budget 2026
Total Expenditures	$814,917,545	$803,957,795
Business Volatility and Fuels Contingency	71,889,812	55,000,000
Future Power Supply Contingency	33,337,614	-
Total Disbursements	**$920,144,971**	**$858,957,795**

Total Disbursement Authority for the year is presented in Financial Statements, Section E, of the 2026 Operating Budget. In addition to expenditures, Total Disbursement Authority includes net operating expenses of The Energy Authority, changes in payables balance sheet accounts, other miscellaneous payments, a Business Volatility and Fuels Contingency, and a Future Power Supply Contingency. For fiscal 2026, disbursement authority for all funds totals $859 million.

The Business Volatility and Fuels Contingency includes an equity membership guarantee to The Energy Authority (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.

Use of the Future Power Supply Contingency for Electric power supply would be for potential tariff impacts or other significant cost increases.

Financial Results

Operating income for the Utility is projected at $49 million in 2026. Operating income, combined with interest income and expense, other non-operating expenses, net capital contributions, and miscellaneous income results in a projected net income of $51 million. 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 is projected to be $40 million in 2026. 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 is projected at $6 million for fiscal 2026. This is an increase from the 2025 reprojected operating income of $3 million due to warmer than normal weather in the heating season.

Water operating income is projected to be $18 million in 2026, a $2 million increase from the 2025 reprojected budget. This is primarily driven by the rate increase and will fund increased costs for capital expenditures.

While transit revenues are expected to increase in 2026, expenses increased and grant funding decreased. Transit's net loss after operating subsidies is expected to be $10 million in 2026, $1 million more than the 2025 reprojected budget. Transit is subsidized by electric, natural gas and water rates.

Electric Power Supply

To meet power supply capacity reserve requirements established by the Southwest Power Pool (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 dual fuel units 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, 2025 through September 30, 2026.

Reprojected revenues and receipts are included for the Fiscal Year beginning October 1, 2024 through September 30, 2025.

For comparison, actual receipts for the Fiscal Year beginning October 1, 2023 through September 30, 2024 are also presented.

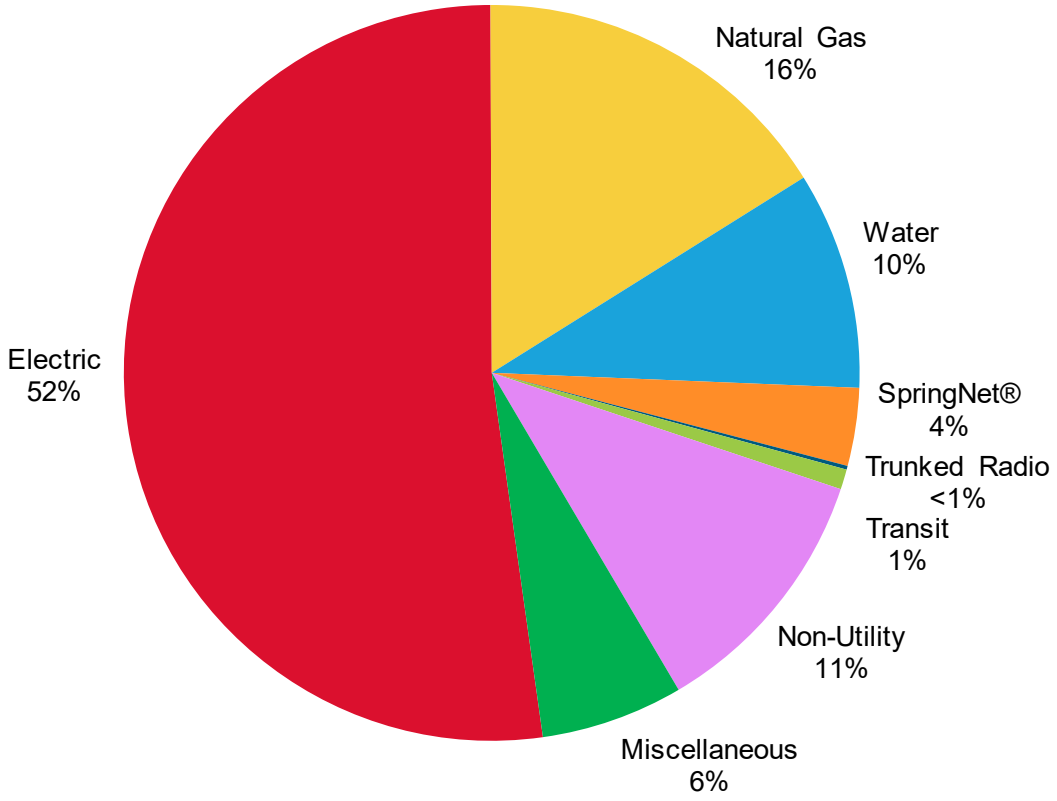
RECEIPTS HIGHLIGHTS

Summary of Receipts 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 of Receipts by Category

Receipts (000s)	Actual 2024	Reprojected 2025	Budget 2026
Electric Revenues and Receipts	$ 325,212	$ 331,572	$ 361,492
Natural Gas Revenues and Receipts	84,554	96,036	111,950
Water Revenues and Receipts	60,801	63,607	66,176
SpringNet® Revenues and Receipts	22,813	23,680	23,724
Trunked Radio Revenues and Receipts	1,058	1,037	1,139
Transit Revenues and Operating Subsidies	7,514	6,225	6,092
Non-Utility Receipts	66,747	81,479	79,015
Miscellaneous Billings and Receipts	39,848	338,147	43,350
Total Receipts	$ 608,547	$ 941,784	$ 692,938

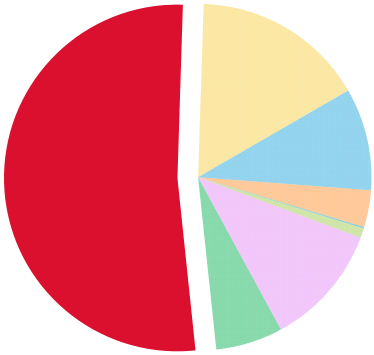
2026 Receipts by Category



Electric Revenues and Receipts

Receipts (000s)	Actual 2024	Reprojected 2025	Budget 2026
System Sales	$ 300,510	$ 318,470	$ 335,621
For Resale	23,516	20,600	21,231
Other Operating Revenues	8,127	7,642	7,451
Total Revenues	332,153	346,711	364,303
Non-Cash Adjustments	(6,941)	(15,139)	(2,810)
Total Receipts	$ 325,212	$ 331,572	$ 361,492
System Sales (MWh)	3,054,201	3,062,256	3,030,088
Off-System Sales (MWh)	1,058,626	804,720	844,600
Total Sales (MWh)*	4,112,827	3,866,976	3,874,688

*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. Electric 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).

Non-cash adjustments to sales revenues include unbilled revenues, interdepartmental sales, and recovery of electric fuel costs. These non-cash adjustments are included in sales revenues and are deducted to arrive at total receipts.

Reprojected Adjustment

- Fiscal 2025 reprojected electric system sales revenues and volumetric units sold are expected to increase slightly from budget projections, driven by the number of residential and nonresidential customers and increased nonresidential use per customer. The reprojected electric system sales volumes are expected to be 1% lower than fiscal 2024 system sales volumes.

- Off-system sales revenues for fiscal 2025 are reprojected at $21 million, an increase of $1 million compared to the budget projections. This revenue increase is driven by an increase in the off-system sales volumes.

Highlights

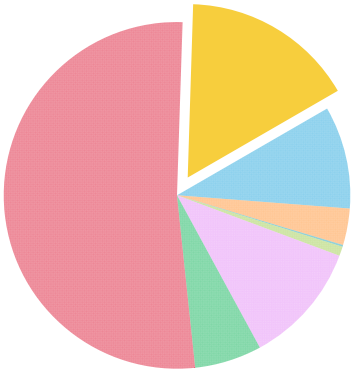
- Total residential electric customers are projected to increase 0.8% to 107,800 customers in fiscal 2026. Electric use per residential customer is projected to decrease approximately 1% with residential electric sales budgeted to remain around one million Megawatt-hours (MWh) in fiscal 2026.

- The average number of nonresidential electric customers is expected to increase by 0.7% to 16,000 customers. Nonresidential electric use per customer is projected to decrease 1% from fiscal 2025 levels. Nonresidential electric sales are projected to remain flat at nearly two million MWh in fiscal 2026.

- Off-system sales include energy sales through The Energy Authority (TEA) and the Southwest Power Pool (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 2026 are forecasted at 844,600 MWh.

- Non-cash adjustments include interdepartmental electric sales for electricity used by other Utility business units and under-recovered or over-recovered fuel costs. Electricity for interdepartmental use is budgeted at nearly $4 million in fiscal 2026.

Natural Gas Revenues and Receipts



Receipts (000s)	Actual 2024	Reprojected 2025	Budget 2026
Sales Revenues	$ 99,827	$ 112,411	$ 128,652
Other Operating Revenues	1,734	1,784	1,946
Total Revenues	101,561	114,195	130,598
Non-Cash Adjustments	(17,006)	(18,159)	(18,647)
Total Receipts	$ 84,554	$ 96,036	$ 111,950

Sales (DTh)*	10,687,647	10,887,374	11,521,250
Sales (DTh) to Power Generation	5,664,794	3,912,578	4,123,633

*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. Natural gas 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).

Non-cash adjustments to sales revenues include unbilled revenues, interdepartmental sales, and recovery of natural gas fuel costs. These non-cash adjustments are included in sales revenues and are deducted to arrive at total receipts.

Reprojected Adjustment

- Sales revenues for fiscal 2025 are expected to increase from budget projections by $4 million primarily due to an increase in the purchase price of natural gas. Reprojected sales volumes decreased by about 1.2 million Dth from budget projections, primarily driven by warmer-than-normal weather.

Highlights

- Residential natural gas customers are projected to increase 0.1% to 76,800 customers in fiscal 2026. Weather normalized natural gas use per residential customer is projected to remain flat in fiscal 2026 compared to fiscal 2025. Residential natural gas sales are budgeted at five million Dth in fiscal 2026.

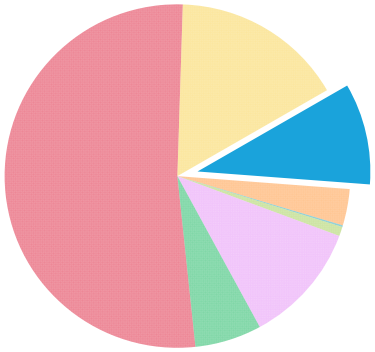
- Nonresidential natural gas customers are budgeted to increase 0.6% to 8,700 customers in fiscal 2026. Weather normalized nonresidential natural gas use per customer is budgeted to remain flat in fiscal 2026 compared to fiscal 2025, and sales are budgeted at six million Dth.

- Non-cash adjustments include interdepartmental natural gas sales for natural gas used in power generation charged to the Electric business unit, natural gas used by other Utility facilities and under-recovered or over-recovered fuel costs. Natural gas for power generation is budgeted at $19 million in fiscal 2026 for approximately four million Dth.

Water Revenues and Receipts

Receipts (000s)	Actual 2024	Reprojected 2025	Budget 2026
Sales Revenues	$ 59,947	$ 62,439	$ 64,891
Other Operating Revenues	1,512	1,540	1,537
Total Revenues	61,459	63,979	66,428
Non-Cash Adjustments	(658)	(372)	(252)
Total Receipts	$ 60,801	$ 63,607	$ 66,176
Sales (Thousand Gallons)*	8,724,885	8,520,810	8,474,825

*Excludes Interdepartmental Sales



Overview

Water sales revenues include the amounts billed to customers for the sale of water and the recognition of unbilled revenues. Water 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).

Non-cash adjustments to sales revenues include unbilled revenues and interdepartmental sales which are deducted from total revenues to arrive at total receipts.

Reprojected Adjustment

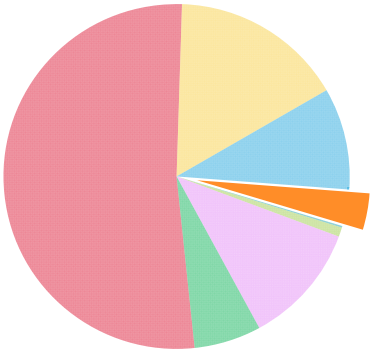
- Water sales revenues for fiscal 2025 are expected to increase 0.5% from budget projections due to an increase in number of customers and average use per customer. The reprojected water sales volumes are expected to be 2% lower than fiscal 2024 sales volumes.

Highlights

- Residential water customers are budgeted to increase 0.5% to 78,200 customers in fiscal 2026. Water use per residential customer is budgeted to decrease about 1.5% in fiscal 2026 with residential water sales decreasing slightly to four billion gallons in fiscal 2026.

- Nonresidential water customers are budgeted to increase 0.8% to 8,600 customers in fiscal 2026. Nonresidential use per customer is budgeted to decrease 1% during fiscal 2026 with nonresidential water sales budgeted to decrease slightly to four billion gallons.

SpringNet® Revenues



Receipts (000s)	Actual 2024	Reprojected 2025	Budget 2026
Sales Revenues	$ 22,975	$ 22,756	$ 23,004
Non-Cash Adjustments	(162)	924	720
Total Receipts	$ 22,813	$ 23,680	$ 23,724

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.

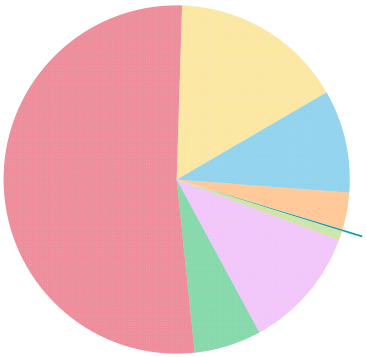
Non-cash adjustments represent interdepartmental sales and GASB87 Lease Revenue adjustments. These adjustments are included to calculate total receipts.

Highlights

- External sales of SpringNet® broadband services are estimated to remain around $23 million in fiscal 2026. 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 2024	Reprojected 2025	Budget 2026
Sales Revenues	$ 2,561	$ 2,044	$ 2,254
Non-Cash Adjustments	(1,503)	(1,007)	(1,116)
Total Receipts	$ 1,058	$ 1,037	$ 1,139



Overview

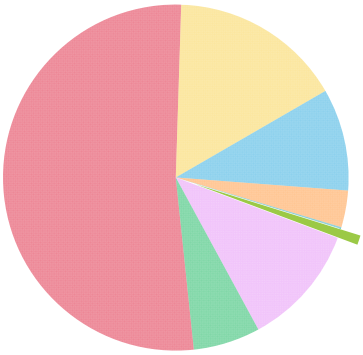
Trunked Radio System (TRS) revenues are generated primarily through reimbursements from the City of Springfield and Greene County for the costs associated with operation and maintenance of the TRS as well as system upgrades. Additional revenues are generated by providing radio services to other public safety agencies and leasing tower space.

Non-cash adjustments represent interdepartmental sales. These adjustments are included in sales revenues and are deducted to arrive at total receipts.

Highlights

- External revenues from the Trunked Radio System are projected to be approximately $1.1 million. Revenue for fiscal 2026 remains consistent with fiscal 2025 to support system maintenance.
- Internal Trunked Radio services provided to City Utilities' operations are projected to be $1.1 million.

Transit Revenues and Operating Subsidies



Receipts (000s)	Actual 2024	Reprojected 2025	Budget 2026
Sales Revenues	$ 1,104	$ 955	$ 967
Operating Subsidies	6,410	5,271	5,125
Total Receipts	$ 7,514	$ 6,225	$ 6,092
Total Revenue Passengers	1,061,001	1,121,752	1,166,622

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.

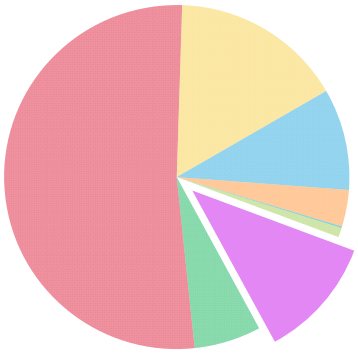
Operating subsidies from the Federal Transit Administration (FTA) and the State of Missouri provide partial funding for the operation of the transit system.

Highlights

- Fare revenues are expected to be consistent with fiscal 2025.
- Advertising sales are projected to be $180,000 in fiscal 2026, consistent with fiscal 2025.
- Rent revenues are projected to be $74,000 in fiscal 2026, an increase of 3% from 2025.
- 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 2026, City Utilities expects to receive $3 million for operating assistance and $2 million for preventive maintenance.

Non-Utility Receipts

Receipts (000s)	Actual 2024	Reprojected 2025	Budget 2026
Reimbursements	$ 2,206	$ 13,000	$ 8,000
Customer Meter Deposits	175	100	100
Project SHARE	71	89	89
Sales Tax Collections	12,153	13,119	15,089
Wastewater Revenue Billings	51,715	54,741	55,311
Missouri Drinking Water Primacy Fee	426	430	426
Total Receipts	$ 66,747	$ 81,479	$ 79,015



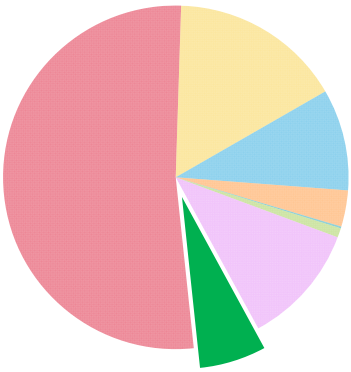
Overview

Non-Utility Receipts are funds City Utilities collects for third parties, including City wastewater revenue billings, sales tax, Missouri drinking water primacy fees and donations to the Project SHARE program. 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 $55 million in fiscal 2026 from customers for the Environmental Services Wastewater Management Division of the City of Springfield.
- Includes collection of $15 million during 2026 from customers for the State of Missouri for various state and local sales taxes.
- Collection of $426,000 from water customers for Missouri Drinking Water Primacy Fees to be remitted to the Missouri Department of Natural Resources (MoDNR). The Missouri drinking water primacy fee provides critical funding for laboratory services and activities the state must perform to maintain delegation of the federal drinking water program. This delegation is called “primacy.” The laboratory services and activities include testing for drinking water contaminants, inspections, compliance activities, complaint investigations, and technical assistance.
- Receipts from customers for the Project SHARE program are included in the 2026 Operating Budget at $89,000. 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 2026 Operating Budget includes $8 million for other miscellaneous reimbursable receipts.

Miscellaneous Billings and Receipts



Receipts (000s)	Actual 2024	Reprojected 2025	Budget 2026
Interest Income	$ 10,804	$ 11,000	$ 9,373
Financings	0	303,095	0
Capital Related Billings	8,172	8,418	20,345
Contributions in Aid of Construction	1,154	649	1,572
Other Receipts	19,719	14,984	12,060
Total Receipts	$ 39,848	$ 338,147	$ 43,350

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, congressionally directed spending, grants, and other miscellaneous billings.

Highlights

- Interest income earned on City Utilities' investment portfolio is projected to be $9 million in fiscal 2026. Investments are typically held to maturity and market value adjustments are not projected.
- Capital reimbursements for extensions are budgeted at $586,000 for the Electric system, $211,000 for the Natural Gas system, $1.3 million for the Water system, and $25,000 for SpringNet®.
- Capital reimbursements for municipal improvements are budgeted at $0 for the Electric system, $275,000 for the Natural Gas system, $635,000 for the Water system, and $25,000 for SpringNet®.
- Capital reimbursements include grant receipts budgeted at $6.9 million for Natural Gas from the Pipeline and Hazardous Materials Safety Administration (PHMSA) for replacement of aging infrastructure and $4.8 million for Water from FEMA for a backup power supply generator at BWTP.
- Contributions in Aid of Construction include transit capital grants of $1.5 million from the FTA in fiscal 2026. These funds are projected to cover 80% of eligible Transit capital expenditures.
- The 2026 Operating Budget includes $10 million to offset the potential purchase of financial instruments included in the expenditures budget to protect from natural gas price volatility.

The Capital Improvements section provides information by functional category related to utility capital expenditures for the Fiscal Year beginning October 1, 2025 through September 30, 2026.

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 2026.

CAPITAL IMPROVEMENTS

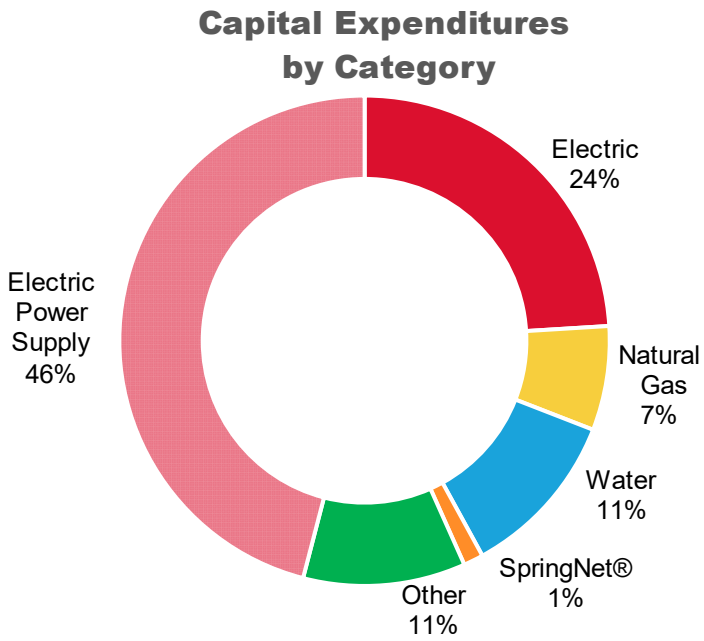
Capital Improvements Summary	1
Electric	2
Natural Gas	4
Water	5
Transit	7
SpringNet®	8
Information Technology	9
Facilities	10
Vehicles and Equipment	11

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 2026 Operating Budget. Capital Improvement projects are grouped by functional category and have a projected cost of $194 million in fiscal 2026.



Functional Category (000s)	Major Capital	Recurring Capital	2026 Capital Budget
Electric Power Supply	$ 90,393	$ 0	90,393
Electric Power Generation	12,358	206	12,564
Electric Transmission and Distribution	19,071	12,646	31,717
Natural Gas Transmission and Distribution	9,124	4,113	13,236
Water Supply and Treatment	7,102	178	7,280
Water Distribution	10,019	4,067	14,086
Transit	2,052	15	2,067
SpringNet®	1,957	495	2,452
Information Technology	2,726	30	2,756
Facilities	2,705	205	2,910
Vehicles and Equipment	2,908	77	2,985
Other Support	0	67	67
Contingencies	0	11,790	11,790
Totals	$ 160,414	$ 33,888	$ 194,303

Contingencies

A designated contingency fund has been created 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	$ 57,645
Battery Storage Project	32,748
Environmental Improvements - JTEC	10,200
Upgrade Combustion Control Systems	1,346
NOx Emission Reduction (SCR)	812
Recurring/Small Capital	
JTEC - Capital	156
JRPS - Capital	50
Totals	$ 102,957

McCartney Generating Station

ESYC01 Budget: $57.6 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 of the aging power generation fleet. (Strategies – Dependability and Responsibility)
Duration: To be completed in fiscal 2027.

Battery Energy Storage System (BESS)

ESOC58 Budget: $32.7 million
Description: Install 5 MW x 6 hour zinc batteries at Blackman Water Treatment Plant and 31 MW x 6 hour zinc batteries at James River Power Station. This will help the Utility to meet increasing SPP planning reserve requirements.
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: The BESS at Blackman Water Treatment Plant is expected to be operational by the end of calendar year 2025, with the BESS at James River Power Station to be operational in fiscal 2026.

Environmental Improvements

SWMC10 Budget: $10.2 million
Description: Includes the installation of a synthetic landfill liner and leachate collection and transport system for the JTEC landfill. Modifications will eliminate limitations to landfill final build out and improve stormwater and leachate management and collection. Modifications will be completed in cooperation with MoDNR to ensure compliance with current regulations.
Purpose: Comply with operating permits, environmental regulations, and promote safety while improving operations. (Strategy – Responsibility)
Duration: Ongoing.

Upgrade Combustion Control Systems

SWMC26 Budget: $1.3 million
Description: Upgrade McCartney Distributed Control System (DCS) for improved ramp rate to meet SPP market commitments. Replace the current system for work order tracking.
Purpose: Optimize availability, reliability, safety, and efficiency of the Utility's Power Generation fleet. (Strategy – Responsibility)
Duration: Ongoing.

NOx Emission Reduction (SCR)

SWMC81 Budget: $812,000
Description: Replace Selective Catalytic Reduction (SCR) module layers for JTEC Unit 2.
Purpose: SCR systems reduce Nitrogen Oxide (NOx) emissions to comply with environmental regulations. (Strategy – Responsibility)
Duration: Ongoing.

Electric Transmission and Distribution

(000s)	
Major Capital Projects	
Republic to PIC West 161kV	$ 5,832
Subs Switchgear Replacements	4,768
Pole Maintenance	3,999
Subs Transformer Replacements	1,751
Purch/Install Dist Transformrs	1,600
Substation Feeder Additions	1,122
Recurring/Small Capital	
Relocations and Municipal Improvements	4,550
Revenue Producing/Developer	4,267
Transmission and Distribution	2,335
Electric Measurement and Metering	551
Substations	915
Power Quality	28
Totals	$ 31,717

Republic to PIC West 161 kV

ELOC35 / ESOC52 / ESOC57 Budget: $5.8 million
Description: Design and build a new 161 kV transmission line from the Republic Substation to the Partnership Industrial Center (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 2026.

Substation Switchgear Replacements

ESMC39 Budget: $4.8 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.

Pole Maintenance

ELMC17 Budget: $4.0 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.

Substation Transformer Replacements

ESMC34 Budget: $1.8 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 and Install Distribution Transformers

ELOC05 Budget: $1.6 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. With lead-times of one to two years, it is important to maintain an adequate inventory of transformers to continue to meet the needs of City Utilities' system. At this time, the annual volume of units purchased, lead-times, and pricing have stabilized and are expected to remain at current levels. (Strategy – Dependability)
Duration: Ongoing.

Substation Feeder Additions

ELOC15 Budget: $1.1 million
Description: Add substation feeders to increase capacity.
Purpose: Substation feeder additions support growth in strategic areas of the system. For fiscal 2026 this includes PIC West. (Strategy – Grow)
Duration: Ongoing.

Natural Gas

(000s)	
Major Capital Projects	
PHMSA - Natural Gas Main and Service Renewals	$ 5,254
Natural Gas Main and Service Renewals	2,741
Natural Gas SCADA Upgrade	780
District Regulator Stations	294
Valve Replacement Program	55
Recurring/Small Capital	
Revenue Producing	2,630
Relocations and Municipal Improvements	934
Natural Gas Measurement	488
Transmission and Distribution	60
Totals	$ 13,236

PHMSA - Natural Gas Main and Service Renewals

GSDC32 / GSDC33 Budget: $5.3 million
Description: Grant funding from the Pipeline and Hazardous Materials Safety Administration (PHMSA) will provide additional support to the main renewal program in all years of the operating plan.
Purpose: To replace natural gas mains and services. (Strategy – Dependability)
Duration: To be completed in fiscal 2030.

Natural Gas Main and Service Renewals

GSDC04 / GSDC05 Budget: $2.7 million
Description: Proactively replace natural gas mains.
Purpose: The Distribution Integrity Management Program (DIMP) prioritizes the strategic replacement of aging and higher-risk natural gas pipelines. This ensures the continued safe and reliable delivery of natural gas by minimizing the potential for future leaks and unintentional releases. Where applicable, renewal projects are coordinated with water main renewals to achieve cost synergies through joint trenching. (Strategy – Dependability)
Duration: Ongoing.

Natural Gas SCADA Upgrade

GSMC09 Budget: $780,000
Description: Upgrade the natural gas SCADA system with new top-end 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 natural gas transmission and distribution system. The SCADA system currently has several single points of failure, including the main server and Human Machine Interface (HMI), data concentrator bank and Pressure Control Room. Additional constraints are limited capacity to add new curtailable customers and integrate advanced technology into the system. (Strategy – Dependability)
Duration: To be completed in fiscal 2029.

District Regulator Station Renewals

GSDC12 Budget: $294,000
Description: Install new natural gas district regulator stations and rebuild or upgrade the existing 165 district regulator stations. Quantity of regulator stations installed, rebuilt, or upgraded will vary based on scope of need but generally this project supports 2 – 4 per year.
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. (Strategies – Dependability and Growth)
Duration: Ongoing.

Valve Replacement Program

GSDC31 Budget: $55,000
Description: Proactively replace aging and higher-risk natural gas valves.
Purpose: Systematically replace higher-risk and aging transmission, feeder, and distribution natural gas valves identified by the valve inspection program. (Strategy – Dependability)
Duration: Ongoing.

Water Supply and Treatment

(000s)	
Major Capital Projects	
Blackman Water Treatment Plant Backup Generator	$ 6,375
Stockton Pumps	527
Water Treatment Renewals & Replacements	200
Recurring/Small Capital	
Water Treatment and Production	174
Water Supply	4
Totals	$ 7,280

Blackman Water Treatment Plant Backup Generator

WTBC15 Budget: $6.4 million
Description: Install a natural gas-powered backup generator at BWTP with planned partial funding of $9.4 million from the Building Resilient Infrastructure and Communities (BRIC) Grant through FEMA for the completion of the project. The total project cost is anticipated at $13 million.
Purpose: A backup generator will improve electric supply reliability at the BWTP. Electric service to the BWTP is currently supplied by dual feed from a single substation, the Blackman Substation. A failure of this substation would result in the BWTP being out of service. The BWTP provides two-thirds of City Utilities' customer's drinking water supply. A similar generator is in place at the Fulbright Water Treatment Plant. (Strategy – Dependability)
Duration: Project was scheduled to be completed in fiscal 2027, however design is presently paused due to uncertainty in FEMA funding for BRIC projects.

Stockton Pumps

ENGC12 Budget: $527,000
Description: Replace one of the existing pumps with a different manufacturer. There are four pumps at the Stockton Lake pump station. Three of the pumps have the same manufacturer, which have not performed optimally for the existing pump station design.
Purpose: The Stockton Lake water allocation is a critical component of our water supply. Replacing existing pumps with a different pump design will better enable the Utility to access the water from the Stockton Lake allocations. (Strategy – Dependability)
Duration: One pump will be purchased and installed in fiscal 2026 and become operational in fiscal 2027.

Water S&T Critical Asset Renewals & Replacements

WTRC07 Budget: $200,000
Description: Replace pumps, motors, valves, and other essential components of the water treatment system.
Purpose: Identify and refurbish or replace critical assets within the water supply and treatment system. A planned approach is being developed of inspecting two large pumps or other critical assets each year based on estimated service life remaining, and rebuilding or replacing these assets to maintain system reliability. (Strategies – Dependability and Responsibility)
Duration: Ongoing.

Water Distribution

(000s)	
Major Capital Projects	
Water Main and Service Renewals	$ 9,008
Water Main Tie-Ins	1,010
Recurring/Small Capital	
Municipal Improvements	1,551
Distribution System Improvements	1,510
Revenue Producing	1,005
Totals	$ 14,086

Water Main Renewal and Service Renewals

WSDC05 / WSDC06 Budget: $9.0 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: $1.0 million
Description: Install a redundant water main tie-in to the southeast portion of the system.
Purpose: Evaluations in the hydraulic model indicate that an interruption of the existing 12-inch water main would significantly limit the ability of the distribution system to maintain adequate water service and prevent the Southeast Tank from filling. The redundant main will provide an alternative path to the southeastern portion of the water system. The planned improvement will also provide additional capacity for the anticipated demands from the future Booster III Pressure Zone. (Strategy – Dependability)
Duration: Ongoing.

Transit

(000s)	
Major Capital Projects	
Fixed Route Fleet	1,170
Transit Enhancements	882
Recurring/Small Capital	
Transit Capital	15
Totals	$ 2,067

Fixed Route Fleet

BUSC02 Budget: $1.2 million
Description: Purchase two new 30-foot diesel buses in fiscal 2026.
Purpose: The replacement plan allows the Utility to maintain an appropriately aged fleet, in 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. (Strategies – Dependability and Responsibility)
Duration: Ongoing.

Transit Enhancements

BUSC20 Budget: $882,000
Description: Replace bus shelters and shelter pads to support Americans with Disabilities Act (ADA) accessibility and improve aging shelters. Planned sidewalk enhancements will provide an accessible pathway and increased connectivity to the transit system. Replace bus lift in the vehicle maintenance center.
Purpose: The Utility desires to maintain and improve the accessibility, functionality, and utility of the Transit System. City Utilities utilizes Section 5310 – Enhanced Mobility for Elderly Individuals and Individuals with Disabilities grant funding to support these initiatives. (Strategies – Responsibility and Dependability)
Duration: Ongoing.

SpringNet®

(000s)	
Major Capital Projects	
Revenue Generation	$ 1,357
Fiber/Outside Plant Infrastructure	300
Ethernet Infrastructure	300
Recurring/Small Capital	
Facility Relocations	495
Totals	$ 2,452

Revenue Generation

TELC05 Budget: $1.4 million
Description: Expand fiber territory to meet customer demand for broadband services and to generate additional revenue through growth.
Purpose: Generates revenue growth and supports economic development efforts. (Strategy – Grow)
Duration: Ongoing.

Fiber/Outside Plant Infrastructure

TELC19 Budget: $300,000
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.

Ethernet Infrastructure

TELC03 Budget: $300,000
Description: Supports and enhances 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: Ensures the core network infrastructure of SpringNet® maintains adequate capacity and reliability to support growth demands from the Springfield business community. (Strategy – Dependability)
Duration: Ongoing.

Information Technology

(000s)	
Major Capital Projects	
Maintenance and Support - Customer Systems	$ 1,143
Maintenance and Support - Operational Systems	710
Maintenance and Support - Enterprise Resource Planning Systems	528
IT Infrastructure	345
Recurring/Small Capital	
Cybersecutity and IT Resliency	30
Totals	$ 2,756

Maintenance and Support - Customer Systems

ITDC26 Budget: $1.1 million
Description: Upgrade billing and customer portal to include analytics for solar and landlord use as well as adding the framework to allow potential future time-of-use rate options.
Purpose: Increase customer engagement and improve customer experiences. (Strategy – Dependability)
Duration: Ongoing.

Maintenance and Support - Operational Systems

ITDC28 Budget: $710,000
Description: Migrate the current Geographic Information System (GIS) to a new data model. Expand the server farm to support the new data model 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.

Subscription, Maintenance, and Support - Enterprise Resource Planning Systems

ITDC27 Budget: $528,000
Description: Continued support and enhancement of Enterprise Resource Planning Systems.
Purpose: Support technology and processes with more efficient and secure solutions for Supply Chain Management (SCM), Financials, and Human Capital Management. (Strategy – Responsibility)
Duration: Ongoing.

IT Infrastructure

ITPC06 Budget: $345,000
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.

Facilities

(000s)		
Major Capital Projects		
Major Interior & Exterior Projects	$	920
Facilities System Improvements		605
Fire Sprinkler Sys Replacement		600
Facilities Security		300
Pavement Projects		280
Recurring/Small Capital		
Industrial Park Infrastructure		95
Trunked Radio and SCADA Systems		60
Other Facilities Improvements		50
Totals	$	2,910

Major Interior & Exterior Projects

PBMC03 Budget: $920,000
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. (Strategy – Dependability)
Duration: Ongoing.

Facilities System Improvements

PBMC18 Budget: $605,000
Description: Upgrade or replace various types of heating, ventilation, and air conditioning (HVAC) equipment, air compressors, uninterruptible power source (UPS) systems, stand-by generators, controls, and other facility mechanical equipment as they reach the end of their expected useful lives.
Purpose: Facilities System Improvements increase efficiency, promote reliability, and ensure an adequate environment for essential technology. (Strategy – Dependability)
Duration: Ongoing.

Fire Sprinkler System Replacement

PBMC44 Budget: $600,000
Description: Maintain and upgrade fire suppression and alarm systems in staffed facilities.
Purpose: Replace the fire alarm panel system controls and components, and evaluate the existing, aging fire suppression system for future replacement needs, as equipment reaches the end of its design life. (Strategy – Responsibility)
Duration: Ongoing.

Facilities Security

SECC01 Budget: $300,000
Description: Install intrusion detection systems, add and upgrade the physical electronic security system, and install security-rated barriers.
Purpose: To prevent harm to the utility's critical infrastructure assets, regulated assets, and people caused by adversarial or non-adversarial intrusions into these sites using deterrence, detection, and delay security controls. (Strategies – Responsibility and Excellence)
Duration: Ongoing.

Pavement Projects

PBMC01 Budget: $280,000
Description: Maintain and replace parking lots, material yards, and other concrete or asphalt facilities. Pavement projects for fiscal 2026 include substation driveway improvements and ADA sidewalk and entry improvements at the Main Office Complex.
Purpose: To ensure safe, accessible, and effective paved facilities for essential functions. (Strategy – Dependability)
Duration: Ongoing.

Vehicles and Equipment

(000s)	
Major Capital Projects	
Medium/Heavy-Duty Fleet Assets and Equipment Replacement	$ 1,762
Light-Duty Fleet Assets and Equipment Replacement	1,033
Electrified Fleet Assets	113
Recurring/Small Capital	
Fleet Additions	47
Vehicle Maintenance Shop Equipment	30
Totals	$ 2,985

Medium and Heavy-Duty Fleet Assets and Equipment Replacement

FLMC06 Budget: $1.8 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 18 years. (Strategies – Dependability and Responsibility)
Duration: Ongoing.

Light Duty Fleet Assets and Equipment Replacement

FLMC04 Budget: $1.0 million
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, in practice, more closely reflect a useful life of 12 to 14 years. (Strategies – Dependability and Responsibility)
Duration: Ongoing.

Electrified Fleet Assets

FLMC27 Budget: $113,000
Description: Purchase replacement fleet assets powered by an electrified powertrain.
Purpose: This is a strategic commitment due to the increasing affordability in the electrified vehicle (EV) segment and the benefits associated with electrified assets. By purchasing EVs, the Utility will be positioned to take steps to further minimize the emissions impact of our fleet and to comply with potential future regulations. (Strategies – Responsibility and Grow)
Duration: Ongoing.

City Utilities groups expenditures by functional category. Operating Expenditures are presented for the Fiscal Year beginning October 1, 2025 through September 30, 2026. Operating Expenditures encompass fuels, labor, operations, maintenance, customer, and administrative costs.

For comparative purposes, actual expenditures for the year ended September 30, 2024 and reprojected expenditures for the year ending September 30, 2025 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 2025.

Major Budget Initiatives encompass the major expenditures for large, nonrecurring, and new projects for Fiscal Year 2026.

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	7
Facilities	8
Vehicles and Equipment	9
SpringNet®	9
Information Technology	10
Human Resources	11
Finance	12
General Operations Support	13
Administrative Support	14
Customer Support	15
Debt Service	16
Non-Utility	16

Operating Expenditures by Category

Expenditures (000s)	Actual 2024	Reprojected 2025	Budget 2026
Power Generation	$ 36,285	$ 29,424	$ 35,422
Fuels and Purchased Energy	162,780	186,058	211,091
Electric Transmission and Distribution	28,131	30,731	32,668
Natural Gas Transmission and Distribution	6,520	8,639	8,369
Water Supply and Treatment	7,392	7,192	6,804
Water Distribution	4,575	5,765	5,938
Transit	5,811	6,152	6,270
Facilities	6,514	7,827	8,037
Vehicles and Equipment	3,113	3,350	3,448
SpringNet®	6,762	6,319	6,315
Information Technology	12,194	13,226	15,401
Human Resources	61,108	67,322	71,094
Finance	6,934	11,124	8,667
General Operations Support	5,485	5,855	5,950
Administrative Support	6,903	9,473	7,297
Customer Support	12,330	13,438	13,806
Debt Service	52,069	52,058	66,449
Non-Utility	84,623	100,743	99,977
Total Expenditures	$ 509,528	$ 564,697	$ 613,005

Power Generation

Functional Responsibility

Power Generation includes the local generation and control of electric power through the operation of John Twitty Energy Center (JTEC), James River Power Station (JRPS), and McCartney Generating Station (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 Southwest Power Pool (SPP), a Regional Transmission Operator (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 (IM) for SPP 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 The Energy Authority (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.

Reprojected Adjustment

- JTEC Maintenance costs increased compared to budget projections due to maintenance expenses found during the JTEC Unit 1 and 2 outages including repairs to the Unit 2 boiler walls, expansion joint, and boiler blow down line.

Expenditures (000s)	Actual 2024	Reprojected 2025	Budget 2026
JTEC Maintenance	$ 21,194	$ 17,149	$ 23,155
JTEC Operations	6,543	6,926	7,237
JTEC Materials	263	400	200
Sub-Total JTEC	28,000	24,475	30,592
JRPS Maintenance	4,448	734	480
JRPS Operations and Materials	207	202	209
Sub-Total JRPS	4,656	936	689
Power Generation – Other	3,629	4,013	4,141
Total Expenditures	$ 36,285	$ 29,424	$ 35,422

Major Budget Initiatives

- Planned outage work at John Twitty Energy Center consists of a major outage for Unit 1 and minor outages for Unit 2 and the Combustion Turbines. The Unit 1 outage includes valve and generator inspection and repair. The total cost of fiscal 2026 JTEC outage work will be approximately $4 million.
- Planned outage work at McCartney Generating Station consists of combustion turbine (MCCT) 1A engine and power turbine overhaul for $7 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 John Twitty Energy Center. Natural gas is the primary fuel for the combustion turbines. The combustion turbines located at James River Power Station can utilize fuel oil when limitations on natural gas occur.

City Utilities participates in the Southwest Power Pool (SPP) Integrated Marketplace. City Utilities provides generation to the market and purchases energy from the market when economical. City Utilities purchases supplemental hydroelectric energy from the Southwestern Power Administration (SWPA) when it is available. It is estimated that in fiscal 2026 the Utility will receive over 35% of its energy (as a percentage of system sales) from renewable 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. The Energy Authority (TEA), as an agent for City Utilities, purchases natural gas for City Utilities' customers. Although natural gas prices have returned to historic averages, the natural gas market continues to experience pricing volatility.

Expenditures (000s)	Actual 2024	Reprojected 2025	Budget 2026
Coal	$ 45,506	$ 47,286	$ 51,223
Natural Gas	56,289	83,276	92,907
Propane and Fuel Oil	1,843	693	2,488
Purchased Power	56,051	51,699	62,112
Emission Consumables	2,447	2,403	1,866
Other Electric-Fuel Handling	357	321	416
Other Natural Gas Supply	287	380	79
Total Expenditures	$ 162,780	$ 186,058	$ 211,091

Annual Initiatives

- The Operating Budget assumes that the John Twitty Energy Center will burn low-sulfur coal from the Powder River Basin in Wyoming. The 2026 Operating Budget includes the purchase of approximately 1 million tons of coal at a cost of around $51 million or $46.02 per ton. The budgeted coal inventory on September 30, 2026, is approximately 200,000 tons valued at $8 million.

- The 2026 budgeted cost of 16 million Dth of natural gas is $83 million. This includes $50 million for natural gas purchased for firm and curtailable customers, $17 million for transportation capacity, and $16 million for the purchase of four million Dth of natural gas used in power generation.

- The Operating Budget assumes a natural gas inventory of two million Dth valued at $8 million on September 30, 2025. The inventory will be withdrawn during the 2025-2026 heating season as needed to meet firm requirements for natural gas and will be replenished during the spring and summer of 2026. Natural gas inventory on September 30, 2026, is budgeted at $8 million for two million Dth.

- 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 142,300 MWh during fiscal 2026.

- 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 7,911 MWh in fiscal 2026.

- 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 585,900 MWh in fiscal 2026.

- 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 383,500 MWh in fiscal 2026.

- The Operating Budget assumes the purchase of two million MWh of energy in fiscal 2026. The budgeted cost of purchased power is $62 million. This includes $3 million for fixed capacity charges for 50 MW purchased from the Southwestern Power Administration (SWPA) and $5 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 43 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 124,000 customers are served.

Expenditures (000s)	Actual 2024	Reprojected 2025	Budget 2026
Electric T and D	$ 23,792	$ 24,799	$ 26,643
Electric T and D Storms	745	1,231	1,263
Measuring and Metering	669	698	752
Electric Substations	2,770	3,162	3,167
Power Quality	339	317	325
Electric Materials	(183)	524	519
Total Expenditures	$ 28,131	$ 30,731	$ 32,668

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 improve electric system reliability and are budgeted at $5 million in fiscal 2026.

- 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 (HPS) fixtures will be replaced with LEDs upon failure.

- 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 Public Service Commission safety regulations are strictly followed to ensure the safe and efficient supply of 16 million Dth of natural gas annually to approximately 86,000 customers.

Expenditures (000s)	Actual 2024	Reprojected 2025	Budget 2026
Nat Gas T and D Maint	$ 1,767	$ 2,272	$ 2,109
Natural Gas Measurement	2,491	2,628	2,461
Nat Gas T and D Ops	2,734	3,589	3,650
Natural Gas Materials	(473)	150	150
Total Expenditures	$ 6,520	$ 8,639	$ 8,369

Major Budget Initiatives

- The Natural Gas Transmission Integrity Management Plan (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 will be performed in fiscal year 2026.

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 Lake Springfield Natural Gas Peaking Station.

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 twenty-six years.

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 2024	Reprojected 2025	Budget 2026
Supply Operations	$ 990	$ 1,093	$ 1,090
Supply Maintenance	622	594	506
Treatment Operations	3,194	3,077	2,775
Production Operations	1,003	1,065	1,083
Production Maintenance	1,583	1,364	1,351
Total Expenditures	$ 7,392	$ 7,192	$ 6,804

Major Budget Initiatives

- Water Treatment Operations include assessment of City Utilities' water sources and treatment methods to determine compliance with new federal regulations for PFAS. With a compliance deadline of 2031, the Utility will be required to monitor, provide public notice, and reduce levels of regulated substances in drinking water if they exceed the maximum contaminant level.

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 the 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 (WCO). The WCO supports watershed protection, management, and education. City Utilities' portion is $230,000 for fiscal 2026.

- 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 1,280 miles of transmission and distribution water mains, eight elevated storage tanks, 8,770 fire hydrants, and 30,880 valves. The reliable delivery of safe drinking water to approximately 86,000 customers is performed in compliance with the rules and regulations of the Missouri Department of Natural Resources (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, water connects and disconnects.

Major Budget Initiatives

- Regulatory compliance with the new Lead & Copper Rule Revisions and upcoming improvements consist of identifying the water service line material of the remaining 50,000 unknown customer lines in our system and determining replacement requirements for some galvanized lines. The exact cost is unknown.

Expenditures (000s)	Actual 2024	Reprojected 2025	Budget 2026
Distrib. Maintenance	$ 2,754	$ 3,165	$ 3,211
Distrib. Operations	1,098	1,226	1,319
Measuring and Metering	998	1,173	1,209
Water Materials	(275)	200	200
Total Expenditures	$ 4,575	$ 5,765	$ 5,938

Annual Initiatives

- Water Distribution expenditures include the labor, equipment, and materials necessary to respond to main and service breaks, 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 Federal Transit Administration (FTA). Transit is responsible for compliance with regulations from FTA, Title VI, and the Americans with Disabilities Act (ADA).

Expenditures (000s)	Actual 2024	Reprojected 2025	Budget 2026
Transit Operations	$ 4,367	$ 4,572	$ 4,646
Transit Maintenance	1,444	1,580	1,625
Total Expenditures	$ 5,811	$ 6,152	$ 6,270

The remaining operational funding is sourced through fares and subsidized from 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.

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 (CIP). 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 (TRS) division operates and maintains a complex, 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 Missouri Statewide Wireless Interoperability Network (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 Supervisory Control and Data Acquisition (SCADA) sites.

Expenditures (000s)	Actual 2024	Reprojected 2025	Budget 2026
Facilities and Grounds Maintenance	$ 3,306	$ 4,278	$ 4,264
Office Services	127	142	148
Property Maintenance	22	5	10
Security	1,816	2,063	2,241
Trunked Radio System	1,242	1,339	1,374
Total Expenditures	$ 6,514	$ 7,827	$ 8,037

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, uninterruptible power 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 Missouri Statewide Interoperability Network (MOSWIN), a network of communications towers, 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, excluding Transit assets and vehicles, of approximately 680 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 2024	Reprojected 2025	Budget 2026
Vehicle Operations	$ 903	$ 982	$ 1,009
Vehicle Maintenance	2,273	2,318	2,390
Vehicle Materials	(63)	50	50
Total Expenditures	$ 3,113	$ 3,350	$ 3,448

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, excluding Transit assets and vehicles.

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 2024	Reprojected 2025	Budget 2026
SpringNet® Operations	$ 6,016	$ 6,319	$ 6,265
SpringNet® Materials	745	0	50
Total Expenditures	$ 6,762	$ 6,319	$ 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 (IT) 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 (CIS), Supply Chain Management System (SCM), Financial Management Information System (FMIS), Job Order Tracking System (JOTS), Workday Human Capital Management System (HCM), Energy Management System (EMS), Mobile Work Management, Outage Management System, Geographical Information System (GIS), Exchange (Email), Teams (phone), NICE InContact (Call Center), NERC Compliance tracking, and SharePoint.

Expenditures (000s)	Actual 2024	Reprojected 2025	Budget 2026
IT Administration	$ 6,118	$ 6,205	$ 7,491
IT Applications Maintenance	4,323	5,580	6,047
Desktop Support	605	378	379
IT Infrastructure	540	673	1,122
IT Maintenance and Support	608	390	363
Total Expenditures	$ 12,194	$ 13,226	$ 15,401

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 is included in the Information Technology budget. These funds are 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, servers, storage, storage area network equipment, 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 the Missouri Local Government Employees Retirement System (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 2024	Reprojected 2025	Budget 2026
Benefits	$ 58,068	$ 63,875	$ 67,382
Admin. and Operations	3,040	3,447	3,712
Total Expenditures	$ 61,108	$ 67,322	$ 71,094

Annual Initiatives

- Health, life, and long-term disability insurance are projected at $9 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.

- LAGERS defined benefit contributions are projected at $26 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 $17 million.

- The 2026 Operating Budget for City Utilities' workers' compensation program includes $1 million for medical treatment and indemnity payments that may be incurred as a result of workplace injuries and illnesses.

- City Utilities is committed to maintaining highly skilled and knowledgeable employees. In support of this goal, the 2026 Operating Budget includes $789,000 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 2026 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, and internal control policies. Financial Operations also includes Treasury, which is responsible for cash management, investment management, payments for bonded indebtedness and financing agreements, accounts payable, accounts receivable, and payroll processing. 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 2024	Reprojected 2025	Budget 2026
Financial Operations	$ 2,555	$ 2,928	$ 3,354
Risk Management and Insurance	4,205	4,780	4,984
External Technical Resources	175	3,417	329
Total Expenditures	$ 6,934	$ 11,124	$ 8,667

Reprojected Adjustment

- Fiscal 2025 includes an increase of $3 million due to outside financing fees for the Series 2025 Certificates of Participation.

Annual Initiatives

- For fiscal 2026, external technical resources are budgeted at $329,000. 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 2026, 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, Geographic Information System (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 2024	Reprojected 2025	Budget 2026
Contract Inspection	$ 181	$ 188	$ 157
Geographic Information System (GIS)	1,048	1,065	1,016
Damage Prevention	2,021	2,141	2,200
Purchasing and Inventory Control	2,235	2,460	2,578
Total Expenditures	$ 5,485	$ 5,855	$ 5,950

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 in the GIS. 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 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 administration of several City Utilities' areas including General Management, Legal and Government Relations, Internal Auditing, Records Governance, Environmental Affairs, Reliability Compliance, Economic Development, and Rates and Fuels.

Expenditures (000s)	Actual 2024	Reprojected 2025	Budget 2026
Total Expenditures	$ 6,903	$ 9,473	$ 7,297

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 Partnership Industrial Center-West industrial park. Economic Development works closely with the Springfield Business Development Corporation (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 2026. 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 and electric reliability policies.

- Records Governance ensures compliance with records retention policies, and 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's 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 The Energy Authority, 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, Field Services, Meter Reading, Customer Operations, AMI Operations, Metering for Electric, Natural Gas, and Water, Developer Support, and other services provided to the community.

Expenditures (000s)	Actual 2024	Reprojected 2025	Budget 2026
Communications and Community Relations	$ 1,127	$ 1,301	$ 1,382
Energy Services	1,511	1,931	1,986
Customer Services and Collections	7,359	7,791	7,935
Field Services and Developer Support	2,333	2,416	2,503
Total Expenditures	$ 12,330	$ 13,438	$ 13,806

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.

- 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 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; Electric, Natural Gas, and Water 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 timely debt service payments of principal and interest on City Utilities' outstanding revenue bonds and lease obligations.

Expenditures (000s)	Actual 2024	Reprojected 2025	Budget 2026
Total Expenditures	$ 52,069	$ 52,058	$ 66,449

Annual Initiatives

- Debt service for the Series 2014 Certificates of Participation will be $3 million in 2026. This debt provided funds for the Environmental Regulatory Compliance Project, Rail Unloading Improvements Project at the John Twitty Energy Center, and Blackman Water Treatment Plant Clearwell Project. Final payment date is September 2029.

- Debt service for the Series 2015 Public Utility Refunding Revenue Bonds will be $39 million in 2026. This debt was issued for the purpose of refunding the Series 2006 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 2026. 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 $14 million in 2026 (paid with financing proceeds). This debt provided funds for three 50 MW natural gas combustion turbines at McCartney Generating Station and 36 MW x 6 hour zinc batteries (5 MW at Blackman Water Treatment Plant and 31 MW at James River Power Station). Final payment date is November 2047.

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 Missouri Department of Natural Resources, 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 2024	Reprojected 2025	Budget 2026
Third Party Payments	$ 84,623	$ 99,943	$ 99,177
Non-Capital Contingencies	0	800	800
Total Expenditures	$ 84,623	$ 100,743	$ 99,977

Annual Initiatives

- On behalf of the City of Springfield, wastewater charges are billed and collected by City Utilities. These revenues, less an administrative fee, are remitted monthly to the City of Springfield. For fiscal 2026, wastewater remittances are estimated at $55 million.

- Missouri drinking water primacy fees are collected from water customers and remitted to the Missouri Department of Natural Resources less a processing fee. The primacy fee is expected to be $426,000 in fiscal 2026. The primacy fee provides funding for the State of Missouri to maintain delegated duties of the federal drinking water program.

- Sales taxes are collected from customers for utility usage and are remitted to the State of Missouri less a processing discount. This project is based on budgeted revenues and the various tax rates for each taxing jurisdiction served by City Utilities. For fiscal 2026, 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 2026 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	11
Summary of Fund Balances	12

STATEMENT OF NET POSITION

Fiscal Years Ending September 30

(000s)	Actual 2024	Reprojected 2025	Budget 2026
Utility Plant, At Cost			
Plant In Service	$ 2,710,913	$ 2,781,882	$ 2,928,834
Less Accumulated Depreciation	1,160,987	1,226,869	1,297,027
Net Plant In Service	1,549,926	1,555,013	1,631,807
Construction Work In Progress	65,914	256,017	307,247
Net Utility Plant	1,615,839	1,811,030	1,939,054
Leased and SBITA/SaaS Assets (GASB 87 & 96)			
Leased and SBITA/SaaS Assets	2,328	2,328	2,328
Less Accum Amort, Leased and SBITA/SaaS Assets	1,654	1,654	1,654
Net Leased and SBITA/SaaS Assets	675	675	675
Funds For Bonded Indebtedness	6,422	6,422	6,421
Construction Funds	0	149,922	42,157
Designated Improvement Account	199,035	199,672	183,344
Investments - Operating & Market Value Adjustment	(6,886)	65,875	75,153
Price Risk Management Assets	1,993	1,993	1,993
Equity Interest In Partnership Industrial Center	1,287	1,196	1,309
Equity Interest In The Energy Authority	11,554	11,449	11,386
Equity Interest In TEA Solutions	120	120	120
Regulatory Assets - Asset Retirement Obligations	1,405	1,464	1,524
Regulatory Assets - Property, Plant, and Equipment	13,259	10,562	7,865
Net Pension Asset	10,768	10,768	10,768
Lease Receivable	110,887	103,398	95,739
Other Noncurrent Assets	8,264	10,143	10,735
Total Noncurrent Assets	1,974,620	2,384,687	2,388,243
Current Assets			
Cash, Cash Equivalents And Short-term Investments	123,776	36,000	36,000
Accounts Receivable			
Customers, Less Allowance For Doubtful Accounts	31,787	29,431	30,289
Unbilled Revenues	14,727	14,727	14,727
Other	17,355	8,902	9,562
Lease and Interest Receivable	8,401	8,288	8,428
Recoverable Fuel Costs	0	3,861	2,121
Inventories			
Materials And Supplies	35,934	36,250	37,363
Coal	11,074	7,851	7,707
Natural Gas	4,958	7,644	8,091
Emissions Consumables	169	158	156
Prepayments	3,956	4,622	5,348
Total Current Assets	252,137	157,734	159,794
Total Assets	2,226,758	2,542,421	2,548,037
Deferred Outflows of Resources			
Unamortized Loss on Reacquired Debt	10,583	9,689	8,794
GASB 68 Expected Vs. Actual Experience	57,535	57,535	57,535
Total Deferred Outflows of Resources	68,118	67,224	66,330
Total Assets and Deferred Outflows	$ 2,294,876	$ 2,609,645	$ 2,614,366

STATEMENT OF NET POSITION

Fiscal Years Ending September 30

(000s)	Actual 2024	Reprojected 2025	Budget 2026
Net Position (Equity)	$ 1,508,996	$ 1,563,486	$ 1,614,555
Long-term Obligations			
Total Long-term Obligations Outstanding	457,490	704,780	667,075
Unamortized Premium (Discount)	23,273	40,197	37,188
Total Long-term Obligations	480,763	744,977	704,263
Asset Retirement Obligations	1,405	1,464	1,524
Price Risk Management Liabilities	1,849	1,849	1,849
Regulatory Liability - Deferred GASB 68 Pension Credit	49,678	49,678	49,678
Leases and SBITA/SaaS Payable	361	361	361
Other Noncurrent Liabilities	27,307	27,179	27,735
Total Noncurrent Liabilities	561,363	825,507	785,409
Current Liabilities			
Current Portion of Long-term Obligations	34,895	36,255	37,705
Accounts Payable			
Trade	23,103	23,103	24,987
Other Accounts Payable	6,833	7,323	7,613
Customer Deposits	5,199	5,280	5,344
Accruals			
Interest	3,387	10,185	8,189
Salaries And Wages	1,649	2,014	2,378
Payment In Lieu Of Taxes	1,441	1,363	1,492
Fuel Adjustments and Natural Gas Refunds	7,856	0	0
Purchased Power	2,172	3,712	4,661
Purchased Fuels	4,700	7,699	7,034
Leases, SBITA/SaaS, and Interest Payable	245	245	245
Vacation and Sick Leave	11,769	11,769	11,769
Other	2,428	2,067	2,244
Total Current Liabilities	105,678	111,017	113,661
Total Net Position and Liabilities	2,176,038	2,500,011	2,513,625
Deferred Inflows of Resources			
GASB 68 Expected Vs. Actual Experience	4,176	4,176	4,176
GASB 87 Leases	114,662	105,458	96,566
Total Deferred Inflows of Resources	118,838	109,634	100,742
Total Net Position, Liabilities, and Deferred Inflows	$ 2,294,876	$ 2,609,645	$ 2,614,366

STATEMENT OF REVENUES, EXPENSES AND CHANGES IN NET POSITION

Fiscal Years Ending September 30

(000s)	Actual 2024	Reprojected 2025	Budget 2026
Operating Revenue	$ 521,812	$ 550,640	$ 587,554
Operating Expense			
Production Fuel and Purchased Power	125,373	125,122	138,010
Natural Gas Purchased	58,924	70,107	82,572
Other Production	20,701	21,838	22,975
Distribution and Transmission	40,636	42,426	45,097
Bus and Garage Operations	7,450	7,864	8,188
Other Services	8,742	9,265	9,279
Customer Accounts	14,273	14,785	15,501
Administrative and General	46,924	50,603	50,572
Maintenance	63,726	59,551	66,104
Depreciation and Amortization	77,132	78,443	81,327
Payment In Lieu Of Taxes	16,126	16,371	18,008
Other Taxes	573	866	870
Total Operating Expense	480,580	497,242	538,503
Operating Income (Loss)	41,233	53,399	49,051
Other Income (Expense)			
Interest Income	15,289	15,112	13,216
Market Value Adjustment	15,542	0	0
Gain Or (Loss) On Investments	2,124	(1,580)	(1,580)
Interest Expense - Financings	(18,284)	(23,961)	(28,198)
Interest Expense - Leases and SBITA/SaaS	(31)	0	0
Allowance For Funds Used During Construction	784	3,208	10,633
Operation Of Recreational Facilities	(359)	(435)	(478)
Long-Term Obligations Related Amortization	1,002	1,451	1,810
Transit Contributions In Aid of Construction	1,154	649	1,572
Miscellaneous Income (Expense)	17,889	6,647	5,043
Total Other Income (Expense)	35,109	1,091	2,018
Change in Net Position (Equity)	76,342	54,490	51,068
Net Position (Equity) At Beginning Of Period	1,432,655	1,508,996	1,563,486
Net Position (Equity) At End Of Period	$ 1,508,996	$ 1,563,486	$ 1,614,555

STATEMENT OF OPERATIONS - ELECTRIC

Fiscal Years Ending September 30

(000s)	Actual 2024	Reprojected 2025	Budget 2026
Operating Revenue			
Sales			
Customer	$ 297,688	$ 303,331	$ 332,811
For Resale	23,516	20,600	21,231
Interdepartmental	3,677	3,751	4,138
Under (Over) Recovered Fuel Cost	(856)	11,388	(1,327)
Total Sales	324,026	339,070	356,852
Other Operating Revenue			
Other Electric Revenues	3,001	2,326	2,040
Rent and Lease Revenue	363	394	396
Sales Tax Discount	165	0	0
Sewer Billing Charges	710	715	716
Service Fees	461	478	470
Temporary Connection Fees	53	152	65
Late Payment Charges	3,374	3,576	3,764
Total Other Operating Revenue	8,127	7,642	7,451
Total Operating Revenue	332,153	346,711	364,303
Operating Expense			
Production Fuel and Purchased Power	125,373	125,122	138,010
Other Production	12,046	13,175	13,975
Distribution and Transmission	25,813	26,109	28,401
Customer Accounts	6,260	6,428	6,813
Administrative and General	27,591	29,282	29,341
Maintenance	46,268	40,054	46,901
Depreciation and Amortization	47,015	47,658	50,471
Payment In Lieu Of Taxes	10,087	9,947	10,845
Total Operating Expense	300,453	297,774	324,756
Operating Income (Loss)	$ 31,700	$ 48,937	$ 39,547

STATEMENT OF OPERATIONS - NATURAL GAS

Fiscal Years Ending September 30

(000s)	Actual 2024	Reprojected 2025	Budget 2026
Operating Revenue			
Sales			
Customer	$ 82,718	$ 94,252	$ 110,004
Interdepartmental	16,877	17,830	19,060
Under (Over) Recovered Fuel Cost	233	329	(413)
Total Sales	99,827	112,411	128,652
Other Operating Revenue			
Sales Tax Discount	51	0	0
Sewer Billing Charges	491	494	495
Service Fees	238	256	245
Late Payment Charges	955	1,034	1,206
Total Other Operating Revenue	1,734	1,784	1,946
Total Operating Revenue	101,561	114,195	130,598
Operating Expense			
Natural Gas Purchased	58,924	70,107	82,572
Distribution and Transmission	9,455	9,943	10,098
Customer Accounts	3,826	4,168	4,327
Administrative and General	5,897	6,604	6,517
Maintenance	5,732	7,629	7,385
Depreciation and Amortization	8,642	9,049	9,049
Payment In Lieu Of Taxes	3,555	3,841	4,478
Other Taxes	23	12	20
Total Operating Expense	96,055	111,354	124,445
Operating Income (Loss)	$ 5,506	$ 2,842	$ 6,152

STATEMENT OF OPERATIONS - TRANSIT

Fiscal Years Ending September 30

(000s)	Actual 2024	Reprojected 2025	Budget 2026
Operating Revenue			
Sales			
Passenger Fare	$ 858	$ 702	$ 712
Advertising	175	181	181
Total Sales	1,032	883	894
Other Operating Revenue			
Rent	72	72	74
Total Other Operating Revenue	72	72	74
Total Operating Revenue	1,104	955	967
Operating Expense			
Bus and Garage Operation	7,450	7,864	8,188
Administrative and General	2,521	2,902	2,940
Maintenance	2,185	2,427	2,517
Depreciation and Amortization	1,781	2,172	2,279
Payment In Lieu Of Taxes	44	38	39
Total Operating Expense	13,982	15,404	15,963
Operating Income (Loss)	$ (12,877)	$ (14,449)	$ (14,996)
Transit Subsidies *	6,410	5,271	5,125
Net Amount Funded by			
Electric, Natural Gas, and Water Customers	$ (6,468)	$ (9,178)	$ (9,872)
Transit Capital Grants (CIAC)	$ 1,154	$ 649	$ 1,572

* Includes nonrecurring grants from ARPA in fiscal 2024 and 2025

STATEMENT OF OPERATIONS - SPRINGNET®

Fiscal Years Ending September 30

(000s)	Actual 2024	Reprojected 2025	Budget 2026
Operating Revenue			
Customer	$ 21,451	$ 21,170	$ 21,255
Interdepartmental	1,523	1,586	1,749
Total Operating Revenue	22,975	22,756	23,004
Operating Expense			
Other Services	7,107	7,373	7,332
Customer Accounts	132	151	133
Administrative and General	3,449	3,606	3,544
Depreciation and Amortization	10,447	10,057	10,057
Other Taxes	550	855	850
Total Operating Expense	21,685	22,042	21,915
Operating Income (Loss)	$ 1,289	$ 714	$ 1,090

STATEMENT OF OPERATIONS - TRUNKED RADIO

Fiscal Years Ending September 30

(000s)	Actual 2024	Reprojected 2025	Budget 2026
Operating Revenue			
Customer	$ 1,058	$ 1,037	$ 1,139
Interdepartmental	1,503	1,007	1,116
Total Operating Revenue	2,561	2,044	2,254
Operating Expense			
Other Services	1,635	1,892	1,947
Administrative and General	357	447	450
Depreciation and Amortization	361	436	401
Total Operating Expense	2,353	2,775	2,798
Operating Income (Loss)	$ 208	$ (731)	$ (543)

STATEMENT OF OPERATIONS - WATER

Fiscal Years Ending September 30

(000s)	Actual 2024	Reprojected 2025	Budget 2026
Operating Revenue			
Sales			
Customer	$ 59,805	$ 62,067	$ 64,639
Interdepartmental	143	372	252
Total Sales	59,947	62,439	64,891
Other Operating Revenue			
Rent and Lease Revenue	37	34	35
Sales Tax Discount/Primacy Fee	41	9	9
Sewer Billing Charges	493	500	503
Service Fees	270	276	257
Late Payment Charges	670	722	733
Total Other Operating Revenue	1,512	1,540	1,537
Total Operating Revenue	61,459	63,979	66,428
Operating Expense			
Production	8,655	8,663	9,000
Distribution and Transmission	5,367	6,374	6,598
Customer Accounts	4,056	4,038	4,229
Administrative and General	7,109	7,761	7,780
Maintenance	9,540	9,441	9,301
Depreciation and Amortization	8,885	9,072	9,072
Payment In Lieu Of Taxes	2,440	2,544	2,647
Total Operating Expense	46,052	47,894	48,626
Operating Income (Loss)	$ 15,406	$ 16,086	$ 17,802

STATEMENT OF CASH FLOWS

Fiscal Years Ending September 30 (000s)	Actual 2024	Reprojected 2025	Budget 2026
Reconciliation of Net Operating Income to Net Cash Provided by Operating Activities			
Net Operating Income (Loss)	$ 41,233	$ 53,399	$ 49,051
Adj to Reconcile Net Opr Inc to Net Cash Provided by Opr Activities			
Depreciation expense and amortization	77,132	78,443	81,327
Auto depreciation included in vehicle expense	2,216	1,977	1,977
Miscellaneous Income (Expense)	(2,492)	1,376	(81)
Operation of Recreational Facilities	(359)	(435)	(478)
Change in Assets and Liabilities			
Accounts Receivable	(8,057)	10,809	(1,519)
Unbilled Revenues	(728)	0	0
Price Risk Management Assets	710	0	0
Recoverable Fuel Costs	372	(11,718)	1,740
Inventories	9,755	233	(1,415)
Prepayments	(1,528)	(667)	(726)
Other Noncurrent Assets	(4,460)	(2,183)	(921)
Accounts Payable	(279)	490	2,173
Customer Deposits	(340)	82	63
Accrued Liabilities	(117)	4,465	954
Other Noncurrent Liabilities	7,842	(128)	556
Net Cash Provided From (Used for) Operating Activities	120,899	136,144	132,701
Cash Flows from Noncapital Financing Activities			
Receipts from Federal and State Grants	6,392	5,271	5,125
Cash Flows from Capital Financing Activities			
Change in GASB87 Leases	2,645	2,510	2,469
Proceeds from the sale of SpringNet Wireless Site Leases	13,949	0	0
Proceeds from issuance of capital obligations	0	303,095	0
Transfer of financing proceeds to Construction Funds	0	(303,095)	0
Debt Issuance Costs	0	1,246	0
Transfer of financing proceeds from Construction Funds	0	156,227	110,681
Capital Grants and Contributions	9,325	9,068	21,917
Additions to Utility Plant, net of removal	(78,773)	(278,101)	(218,320)
Repayment of Long-term Obligations	(33,560)	(34,895)	(36,255)
Interest Paid	(18,509)	(17,163)	(30,194)
Net Cash Provided from (Used for) Capital Financing Activities	(104,923)	(161,108)	(149,703)
Cash Flows from Investing Activities			
Sale and maturities of investment securities	946,966	2,278	7,050
Transfer of interest earnings from Construction Funds	0	(4,300)	(2,916)
Purchase of investment securities	(965,280)	0	0
Interest Received	7,078	11,000	9,373
Equity interest in The Energy Authority	(163)	(1,475)	(1,517)
Equity interest in TEA Solutions	81	0	0
Equity interest in Prepaid Gas Services	90	0	0
Equity interest in Partnership Industrial Centers	(19)	(72)	(113)
Distribution from Partnership Industrial Centers	537	162	0
Net Cash Provided from (Used for) Investing Activities	(10,710)	7,594	11,877
Net Increase (Decrease) in Cash and Equivalents	11,659	(12,100)	0
Cash and Cash Equivalents at Beginning of Period	36,440	48,100	36,000
Cash and Cash Equivalents at End of Period	$ 48,100	$ 36,000	$ 36,000

ALL FUNDS SUMMARY OF CASH RECEIPTS AND DISBURSEMENTS

Fiscal Years Ending September 30

(000s)	Actual 2024	Reprojected 2025	Budget 2026
Receipts			
Total Revenues and Other Billings	$ 608,547	$ 930,985	$ 682,938
Natural Gas Hedging Receipts	0	10,799	10,000
Total Revenues and Other Receipts	608,547	941,784	692,938
Receivable and Other Balance Sheet Accounts			
Change In Accounts Receivable	11,145	8,678	(3,794)
Business Volatility and Fuels Contingency	0	71,890	55,000
Future Power Supply	0	33,338	0
Total Receipts	619,692	1,055,689	744,144
Disbursements			
Non-capital and Capital Project Expenditures	412,409	634,726	596,713
Fuels and Purchased Power	162,136	185,357	210,596
Total Project Expenditures	574,545	820,084	807,308
Business Volatility and Fuels Contingency	0	71,890	55,000
Future Power Supply	0	33,338	0
Change In Payables Balances	(4,093)	(5,166)	(3,350)
Total Disbursements	570,451	920,145	858,958
Receipts Net Of Disbursements	49,241	135,544	(114,814)
Beginning Balance All Funds	273,105	322,346	457,890
Ending Balance All Funds	$ 322,346	$ 457,890	$ 343,076

SUMMARY OF FUND BALANCES

Fiscal Years Ending September 30

(000s)	Actual 2024	Reprojected 2025	Budget 2026
Cash and Short-term Investments	$ 123,776	$ 36,000	$ 36,000
Working Capital/Rate Stabilization*	(6,886)	65,875	75,153
Funds For Bonded Indebtedness	6,422	6,422	6,421
Construction Funds	0	149,922	42,157
Designated Improvement Accounts			
Disaster Recovery Fund	32,465	34,179	36,205
Contingency Fund	31,902	33,604	35,612
Pollution Reserve Fund	37,495	37,495	27,295
Fuel Over Recovery	10,867	(0)	806
Trunked Radio System Capital Reserve	3,821	1,000	1,000
Trunked Radio Operations and Maintenance Reserve	75	75	75
Trunked Radio VB Site Lease Sale	0	1,952	1,560
Capital Reserves - Electric	31,956	31,956	23,312
Capital Reserves - Electric Future Generation	1,889	10,000	10,000
Capital Reserves - Natural Gas	663	663	663
Capital Reserves - SpringNet®	11,639	11,541	11,096
Capital Reserves - Water	3,547	4,491	3,006
Capital Reserves - Common	32,714	32,714	32,714
Total Designated Improvement Account	199,035	199,672	183,344
Total Fund Balances**	$ 322,346	$ 457,890	$ 343,076
* Market Value Adjustment Balance	(20,417)	(20,417)	(20,417)
** Total Fund Balances Excluding Construction Funds	322,346	307,968	300,918

City Utilities

Connecting Our Community

EXPLANATION TO COUNCIL BILL 2025-__ (SPONSOR)

FILED: MM/DD/2025

ORIGINATING DEPARTMENT: City Utilities

TITLE: A general ordinance approving City Utilities' Fiscal Year 2026 Operating Budget for its Fiscal Year ending September 30, 2026.

PURPOSE: Approval of City Utilities' Fiscal Year 2026 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 Tuesday, September 30, 2025. The period included in City Utilities' Fiscal Year 2026 Operating Budget is October 1, 2025, through September 30, 2026.

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/2025

Attachments:
1. [Ordinance]
2. [CU Res / Budget]

EXPLANATION TO COUNCIL BILL 2025-__ (SPONSOR)

FILED: MM/DD/2025

ORIGINATING DEPARTMENT: City Utilities

TITLE: A general ordinance approving City Utilities' Fiscal Year 2026 Operating Budget for its Fiscal Year ending September 30, 2026.

PURPOSE: Approval of City Utilities' Fiscal Year 2026 Operating Budget.

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REMARKS: The end of City Utilities' current fiscal year and budget is Tuesday, September 30, 2025. The period included in City Utilities' Fiscal Year 2026 Operating Budget is October 1, 2025, through September 30, 2026.

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/2025

Attachments:
1. [Ordinance]
2. [CU Res / Budget]

EXPLANATION TO COUNCIL BILL 2025-209 (CARROLL)

FILED: 09/10/2025

ORIGINATING DEPARTMENT: City Utilities

TITLE: A general ordinance authorizing revisions to electric rates charged by City Utilities and related terms and conditions.

PURPOSE: To establish revised electric rates charged by City Utilities and related terms and condi-tions.

BACKGROUND INFORMATION:
Summary of Change

The electric rates proposed in this Ordinance consist of two annual rate increases to be implemented in April of City Utilities' fiscal years 2027 and 2028. Revenue percentage increases are 3.0% and 3.6%, respectively. Rate increases are staged over two years to minimize immediate customer impact. The proposed rate increases are necessary to support City Utilities' financial obligations related to the March 2025 lease-purchase financing used to fund critical and required (as noted below) investments in power supply infrastructure. Proposed rates retain the existing electric rate structure.

Changes are proposed for the following rate schedules:

- *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*
- Optional Riders

  - *Dual Electric Feed*
  - *Automatic Source Transfer*

Proposed changes to the *Residential Electric Service Rate* and the *General Lighting Service Rate* include renaming the "Demand Charge" to "Supply and Delivery Charge" to align with common terminology and more accurately represent the operational functions and associated costs that this charge is designed to recover.

Proposed changes to the *Optional Rider A-Dual Electric Feed* and the *Optional Rider B-Automatic Source* Transfer contain updates to the "Availability" section to allow for the President-CEO to approve this optional rider for services with monthly demands of less

than 300 kilowatts. In addition, to accommodate any such approved exceptions, the "Billing Demand" section of the *Optional Rider A-Dual Electric Feed* was updated to specify that the billing demand for each month shall be determined in accordance with the applicable rate schedule for the service to which the rider is applied.

Reason for Change

In September 2024, the Board of Public Utilities authorized an intent to finance the construction of three 50-megawatt natural gas combustion turbine units and 36 megawatts of utility scale zinc battery storage systems. The Board of Public Utilities approved lease-purchase financing for these projects in January 2025, and in March 2025, City Utilities issued $283.5 million of Certificates of Participation to complete the lease financing. The proposed rate increases are designed to generate revenues to cover the annual debt service payments of approximately $21.5 million. Existing utility funds will be used to cover a portion of the first year's lease payments, and the projects are planned to be in service before the proposed increases are effective. These adjustments are prudent and necessary to fund the debt payments for CU's March 2025 lease-purchase financing, which funds long-term investments in CU's power supply resources.

These investments allow City Utilities to meet power supply capacity needs and are essential for near and long-term electric system reliability. Adequate power supply capacity also supports continued growth and development within the community.

The need for additional power supply was accelerated by a significant change in regulatory requirements from the Southwest Power Pool (SPP), the regional transmission organization (RTO) that manages electric system reliability across 14 U.S. states including CU's service territory. In 2024, SPP increased the winter Planning Reserve Margin (PRM) requirement from 15% to 36%, effective Winter 2026/2027. The PRM is the required percentage of power supply capacity that load-serving entities must maintain above their expected peak demand to ensure system reliability during peak periods, planned maintenance, and unexpected outages in the SPP footprint. Increasing electric demand, aging power generation units, and extreme weather events have led to the increased PRM requirement.

These proposed electric rate adjustments are consistent with CU's financial and operational objectives and play a critical role in supporting and preserving CU's ability to fund debt service and thereby maintain strong credit ratings.

REMARKS:

Bill impacts for residential customers will vary based on usage. The estimated average monthly bill impact shown below was calculated using an average monthly usage of 900 kWh per month.

Customer Impact - Residential

Impact depends upon usage

Fiscal Year	Monthly Bill	Increase
2026	$ 113.52	
2027	$ 117.44	$ 3.92
2028	$ 122.27	$ 4.83

Nonresidential bill impacts will vary based upon usage, demand, and rate class. Generally, higher load factors are associated with lower impacts. These impacts will vary greatly due to the diversity of size and load characteristics of nonresidential customers. Due to implementation of cost-based changes throughout the rate schedules, some customer classes sustain slightly higher percentage increases than others. For example, after the second rate increase, customers served by the *General Power Service Rate* are estimated to average a total impact of 6.5%, while customers on the *Large Power Service Rate* are estimated to experience an average increase of 4.0%.

Customers outside the city limits of Springfield pay 5% more for all electric charges.

If this ordinance is passed, the *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, Optional Rider A-Dual Electric Feed,* and *Optional Rider B-Automatic Source Transfer* will become effective April 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 April 2027 and April 2028.

Submitted By:

Authorized for inclusion on the agenda pursuant to City Code section 2-33:

Attachments:
1. Ordinance for City - Electric Rate Adjustments JLP 8-13-25 1
2. Final Submission of Electric Rate Adjustments

One-rdg. _____
P. Hrngs. _____
Pgs. 25
Filed: 09/05/2025

Sponsored By: Carroll

First Reading: _____ Second Reading: _____

COUNCIL BILL 2025-209 GENERAL ORDINANCE _____

AN ORDINANCE

AUTHORIZING revisions to electric rates charged by City Utilities and related terms and conditions.

WHEREAS, the Board of Public Utilities of the City of Springfield, Missouri (the "Board") did, on the 21st day of August, 2025, by resolution approve 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," "Interruptible Power Service Rate," "Optional Rider A-Dual Electric Feed," and "Optional Rider B-Automatic Source Transfer," 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 and related terms and conditions set out in the resolution passed by the Board on the 21st day of August, 2025 as "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," "Optional Rider A-Dual Electric Feed," and "Optional Rider B-Automatic Source Transfer," 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 Electric Service Rate," "General Lighting Service Rate," "General Power Service Rate," "Large General Power Service

Rate," "Large Power Service Rate," "Interruptible Power Service Rate," "Optional Rider A-Dual Electric Feed," and "Optional Rider B-Automatic Source Transfer" are effective for bills prepared with the first regular billing cycle for April 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 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, 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 City Utilities' electric system requires continuing and current investment in infrastructure to secure the enduring ability to safely and reliably provide electric service 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 recognizes that City Utilities is obligated to maintain sufficient electric generation and supply capacity to provide reliable electric service to the community and to comply with the Planning Reserve Margin requirements established by Southwest Power Pool (SPP);

WHEREAS, on September 26, 2024, the Board authorized an intent to finance investments in power supply resources, including additional generation units and related equipment at McCartney Generating Station and one or more battery storage project(s);

WHEREAS, the Board, through thoughtful contemplation of all applicable factors, has carefully chosen to adjust electric rates to levels intended to enable City Utilities to meet its debt service obligations associated with the power supply resources;

WHEREAS, the Board has requested the development of an electric rate proposal designed to generate additional electric system revenue sufficient to fund these debt service requirements;

WHEREAS, the Board requested the review of the resulting rate proposal by the City Utilities Citizens Advisory Council (the "CAC");

WHEREAS, on August 13, 2025, 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 17, 2023, 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," "Interruptible Power Service Rate," "Optional Rider A-Dual Electric Feed," and "Optional Rider B-Automatic Source Transfer," 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, 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, A-7, and A-8, , titled respectively as "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," "Optional Rider A-Dual Electric Feed," and "Optional Rider B-Automatic Source Transfer";

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 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, Optional Rider A-Dual Electric Feed, and Optional Rider B-Automatic Source Transfer shall become effective for all City Utilities bills prepared with the first regular billing cycle for April 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 21st day of August, 2025.

Alina Lehnert

Alina Lehnert, Secretary

BOARD OF PUBLIC UTILITIES
TELECOMMUNICATIONS
ELECTRIC
NATURAL GAS
WATER
TRANSIT
CITY OF SPRINGFIELD

Council Bill No. _____
General Ordinance No. _____

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.

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 $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.

APPROVED BY CITY COUNCIL _____
EFFECTIVE Cycle 1, April 2027

APPROVED BY BOARD OF PUBLIC UTILITIES
OF SPRINGFIELD, MO _____

Supersedes rate schedule effective Cycle 1, April 2024.

Council Bill No. _____ ELECTRIC RATES
General Ordinance No. _____ Sheet No. 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.

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.

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.

APPROVED BY CITY COUNCIL _____ APPROVED BY BOARD OF PUBLIC UTILITIES
EFFECTIVE Cycle 1, April 2027 OF SPRINGFIELD, MO _____

Supersedes rate schedule effective Cycle 1, April 2024.

Council Bill No. _____
General Ordinance No. _____

ELECTRIC RATES
Sheet No. 3
(Page 1 of 2)

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 For all kW of billing demand	$11.07 per kW	$11.73 per kW
Transmission For all kW of billing demand	$3.05 per kW	$3.20 per kW
Distribution 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, April 2027

APPROVED BY BOARD OF PUBLIC UTILITIES
OF SPRINGFIELD, MO _____

Supersedes rate schedule effective Cycle 1, April 2024.

Fuel Adjustment

This Electric Rate is subject to the Fuel Adjustment Clause contained in Electric Rates Sheet No. 10.

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. _____
General Ordinance No. _____

ELECTRIC RATES
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 For all kW of billing demand	$11.83 per kW	$12.63 per kW
Transmission For all kW of billing demand	$3.05 per kW	$3.20 per kW
Distribution 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, April 2027

APPROVED BY BOARD OF PUBLIC UTILITIES
OF SPRINGFIELD, MO _____

Supersedes rate schedule effective Cycle 1, April 2024.

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.

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.

Council Bill No. _____
General Ordinance No. _____

ELECTRIC RATES
Sheet No. 5
(Page 1 of 3)

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 For all kW of billing demand	$10.62 per kW	$10.98 per kW
Transmission For all kW of billing demand	$3.05 per kW	$3.20 per kW
Distribution (not applicable to transmission service) 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, April 2027

APPROVED BY BOARD OF PUBLIC UTILITIES
OF SPRINGFIELD, MO _____

Supersedes rate schedule effective Cycle 1, April 2024.

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.

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 For all kW of billing demand	$6.71 per kW	$6.94 per kW
Transmission For all kW of billing demand	$3.05 per kW	$3.20 per kW
Distribution (not applicable to transmission service) 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, April 2027

APPROVED BY BOARD OF PUBLIC UTILITIES
OF SPRINGFIELD, MO _____

Supersedes rate schedule effective Cycle 1, April 2024.

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.

CITY UTILITIES OF SPRINGFIELD MISSOURI
OPTIONAL RIDER A
DUAL ELECTRIC FEED

Applicability

Under this Rider A, City Utilities will provide the customer with electric service from a second independent source. The second source can be either from a second feeder of the same substation transformer or from a feeder of a different substation transformer; however, the first and second source must have a common metering point with one meter. Line construction, if any, is subject to the Extension Policy.

Availability

Service under this rider 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. The President-CEO may approve such service for facilities with demands less than 300 kilowatts if the President-CEO finds the facility is required to continue utility operations that are essential to the safety, health, or for the good of the community. Charges for service under this rider shall be in addition to charges for service under other applicable electric service rates. 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
Second Electrical Source from same Substation Transformer: For all kW of billing demand	$2.45 per kW	$2.54 per kW
Second Electrical Source from Different Substation Transformer: For all kW of billing demand	$5.50 per kW	$5.74 per kW

Billing Demand

The billing demand for each month shall be determined in accordance with the applicable rate schedule for the service to which this rider is applied.

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, April 2027 OF SPRINGFIELD, MO _____

Supersedes rate schedule effective Cycle 1, April 2024.

CITY UTILITIES OF SPRINGFIELD MISSOURI
OPTIONAL RIDER B
AUTOMATIC SOURCE TRANSFER

Applicability

Under this Rider B, City Utilities will install an automatic transfer switch which can automatically change a customer's source of electric supply. Customers electing to receive service under this rider will remain on this rider for a minimum period of five (5) years. Customers requesting a disconnect will be required to pay $575.00 per month for each month less than 60 the customer has received service under this rider.

Availability

Service under this rider 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. The President-CEO may approve such service for facilities with demands less than 300 kilowatts if the President-CEO finds the facility is required to continue utility operations that are essential to the safety, health, or for the good of the community. Charges for service under this rider shall be in addition to charges for service under other applicable electric service rates. Availability is subject to the General Terms and Conditions Governing Electric Service and the Utility Service Rules and Regulations.

Monthly Charge

Per month……..$575.00

Outside City Charge

All charges shall be five (5) percent more per service outside the corporate limits of the City of Springfield, Missouri.

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

Sponsored By: _____

First Reading: _____ Second Reading: _____

COUNCIL BILL_____ GENERAL ORDINANCE _____

AN ORDINANCE

AUTHORIZING revisions to electric rates charged by City Utilities and related terms and conditions.

_____

WHEREAS, the Board of Public Utilities of the City of Springfield, Missouri (the "Board") did, on the 21st day of August, 2025, by resolution approve 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," "Interruptible Power Service Rate," "Optional Rider A-Dual Electric Feed," and "Optional Rider B-Automatic Source Transfer," 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 and related terms and conditions set out in the resolution passed by the Board on the 21st day of August, 2025 as "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," "Optional Rider A-Dual Electric Feed," and "Optional Rider B-Automatic Source Transfer," 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 Electric Service Rate," "General Lighting Service Rate," "General Power Service Rate," "Large General Power Service

Rate," "Large Power Service Rate," "Interruptible Power Service Rate," "Optional Rider A-Dual Electric Feed," and "Optional Rider B-Automatic Source Transfer" are effective for bills prepared with the first regular billing cycle for April 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 2025-___ (SPONSOR)

FILED: MM/DD/2025

ORIGINATING DEPARTMENT: City Utilities

TITLE: A general ordinance authorizing revisions to electric rates charged by City Utilities and related terms and conditions.

PURPOSE: To establish revised electric rates charged by City Utilities and related terms and conditions.

BACKGROUND INFORMATION:

Summary of Change

The electric rates proposed in this Ordinance consist of two annual rate increases to be implemented in April of City Utilities' fiscal years 2027 and 2028. Revenue percentage increases are 3.0% and 3.6%, respectively. Rate increases are staged over two years to minimize immediate customer impact. The proposed rate increases are necessary to support City Utilities' financial obligations related to the March 2025 lease-purchase financing used to fund critical and required (as noted below) investments in power supply infrastructure. Proposed rates retain the existing electric rate structure.

Changes are proposed for the following rate schedules:

- *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*
- Optional Riders
  - *Dual Electric Feed*
  - *Automatic Source Transfer*

Proposed changes to the *Residential Electric Service Rate* and the *General Lighting Service Rate* include renaming the "Demand Charge" to "Supply and Delivery Charge" to align with common terminology and more accurately represent the operational functions and associated costs that this charge is designed to recover.

Proposed changes to the *Optional Rider A-Dual Electric Feed* and the *Optional Rider B-Automatic Source* Transfer contain updates to the "Availability" section to allow for the President-CEO to approve this optional rider for services with monthly demands of less than 300 kilowatts. In addition, to accommodate any such approved exceptions, the "Billing Demand" section of the *Optional Rider A-Dual Electric Feed* was updated to

specify that the billing demand for each month shall be determined in accordance with the applicable rate schedule for the service to which the rider is applied.

Reason for Change

In September 2024, the Board of Public Utilities authorized an intent to finance the construction of three 50-megawatt natural gas combustion turbine units and 36 megawatts of utility scale zinc battery storage systems. The Board of Public Utilities approved lease-purchase financing for these projects in January 2025, and in March 2025, City Utilities issued $283.5 million of Certificates of Participation to complete the lease financing. The proposed rate increases are designed to generate revenues to cover the annual debt service payments of approximately $21.5 million. Existing utility funds will be used to cover a portion of the first year's lease payments, and the projects are planned to be in service before the proposed increases are effective. These adjustments are prudent and necessary to fund the debt payments for CU's March 2025 lease-purchase financing, which funds long-term investments in CU's power supply resources.

These investments allow City Utilities to meet power supply capacity needs and are essential for near and long-term electric system reliability. Adequate power supply capacity also supports continued growth and development within the community.

The need for additional power supply was accelerated by a significant change in regulatory requirements from the Southwest Power Pool (SPP), the regional transmission organization (RTO) that manages electric system reliability across 14 U.S. states including CU's service territory. In 2024, SPP increased the winter Planning Reserve Margin (PRM) requirement from 15% to 36%, effective Winter 2026/2027. The PRM is the required percentage of power supply capacity that load-serving entities must maintain above their expected peak demand to ensure system reliability during peak periods, planned maintenance, and unexpected outages in the SPP footprint. Increasing electric demand, aging power generation units, and extreme weather events have led to the increased PRM requirement.

These proposed electric rate adjustments are consistent with CU's financial and operational objectives and play a critical role in supporting and preserving CU's ability to fund debt service and thereby maintain strong credit ratings.

REMARKS:

Bill impacts for residential customers will vary based on usage. The estimated average monthly bill impact shown below was calculated using an average monthly usage of 900 kWh per month.

Customer Impact - Residential

Impact depends upon usage

Fiscal Year	Monthly Bill	Increase
2026	$ 113.52	
2027	$ 117.44	$ 3.92
2028	$ 122.27	$ 4.83

Nonresidential bill impacts will vary based upon usage, demand, and rate class. Generally, higher load factors are associated with lower impacts. These impacts will vary greatly due to the diversity of size and load characteristics of nonresidential customers. Due to implementation of cost-based changes throughout the rate schedules, some customer classes sustain slightly higher percentage increases than others. For example, after the second rate increase, customers served by the *General Power Service Rate* are estimated to average a total impact of 6.5%, while customers on the *Large Power Service Rate* are estimated to experience an average increase of 4.0%.

Customers outside the city limits of Springfield pay 5% more for all electric charges.

If this ordinance is passed, the *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, Optional Rider A-Dual Electric Feed,* and *Optional Rider B-Automatic Source Transfer* will become effective April 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 April 2027 and April 2028.

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/2025

Attachments:
1. [Ordinance]
2. [CU Res / Electric Rates]

EXPLANATION TO COUNCIL BILL 2025-205 (ADIB-YAZDI)

FILED: 09/10/2025

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 Chimney Rock Subdivision - Revised, generally located at 3040 South Arcadia Avenue, upon the applicant filing and recording a final plat that substantially conforms to the preliminary plat; authorizing the City Clerk to sign the final plat upon compliance with all the terms of this Ordinance; and repealing Special Ordinance 28100. (By: JCRS Development, LLC; 3040 South Arcadia Avenue; Preliminary Plat of Chimney Rock Subdivision – Revised.)

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 Chimney Rock Subdivision - Revised, generally located at 3040 South Arcadia Avenue 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 Chimney Rock Subdivision - Revised dated July 31st, 2025, 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 14th, 2025, and approved the Preliminary Plat by a vote of 6 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 36-233 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 36-226 of the Subdivision Regulations 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:

Attachments:
1. Preliminary Plat of Chimney Rock Subdivision - Revised - 3040 South Arcadia Avenue LV (1)
2. PPlat Chimney Rock Revised_exhA
3. PPlat Chimney Rock Revised_exhB

One-rdg. _____
P. Hrngs. _____
Pgs. 48
Filed: 09-02-25

Sponsored by: Adib-Yazdi

First Reading: _____ Second Reading: _____

COUNCIL BILL 2025-205 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 Chimney Rock Subdivision - Revised, generally located at 3040 South Arcadia Avenue, upon the applicant filing and recording a final plat that substantially conforms to the preliminary plat; authorizing the City Clerk to sign the final plat upon compliance with all the terms of this Ordinance; and repealing Special Ordinance 28100.

WHEREAS, an original Preliminary Plat of Chimney Rock Subdivision - Revised, dated July 31, 2025, 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 Chimney Rock Subdivision - Revised on August 14, 2025, by a vote of 6 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"; and

WHEREAS, the approval of the Preliminary Plat of Chimney Rock Subdivision – Revised necessarily invalidates the previously approved Preliminary Plat of Chimney Rock Subdivision, which was approved by the City Council by Special Ordinance 28100 on February 10, 2025.

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 Chimney Rock Subdivision - Revised, which is generally located at 3040 South Arcadia Avenue, as

approved by the Planning and Zoning Commission. The original Preliminary Plat of Chimney Rock Subdivision – Revised 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 – The City Council hereby repeals Special Ordinance 28100, passed on February 10, 2025.

Section 6 – 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: _____, Assistant City Attorney

Approved for Council action: _____, City Manager

EXHIBIT A
RECORD OF PROCEEDINGS
Planning and Zoning Commission – August 14, 2025

Preliminary Plat of Chimney Rock Subdivision - Revised
3040 South Arcadia Avenue
Applicant: JCRS Development, LLC

Mr. Menke states that this is a request to approve a preliminary plat for a 29-lot residential subdivision and went over the notable differences, i.e., the number of lots have decreased from 40 lots to 29 lots and the connection between Carson Avenue. and Arcadia Avenue no longer exists, and that Lot 1 is now located between the western edge of Carson Avenue and the end of Arcadia Avenue.

Commissioner Knuckles asked about the easement from Lot 1 to Arcadia Avenue, Mr. Menke stated that the easement will need to be relinquished prior to the recording of the final plat.

Mr. Menke states that the temporary driveway easement gives access to the parcel just east of the subdivision. Further discussion on the recorded easement and that it expires when new access is provided to Lot 1.

Commission Knuckles asked about a traffic study and Mr. Chad Zickefoose, Public Works stated that in the peak hour it is approximately 3030 cars, and it does not meet the threshold for a complete traffic impact analysis. Further discussion on other traffic counts on Luster Avenue and Mimosa Avenue.

Mr. Doennig opened the public hearing.

Mr. Dan Shannon, 8689 Gourley Road, Mountain Grove, stated that the changes were from the neighborhood concerns and here to answer any questions.

Ms. Pat Scott, 3252 S. Ridgeway Court and voiced her concerns regarding the traffic and noted that there are 7 different streets with 8 cul-de-sacs and asks for a full traffic study and believes traffic will cut through her subdivision and that it cannot handle two-way traffic.

Commissioner Knuckles asked about school buses servicing the location and Ms. Scott pointed out examples of traffic issues.

Ms. Sonja Shaw, 2771 E. Ridgewood Street, stated that she is glad for the revised plat, but is concerned about the entrance to the subdivision on Mimosa Avenue and noted that the city has made amendments to the zoning codes and is implementing tree preservation. She commented on design standards and traditional neighborhoods and that Chimney Rock is very dissimilar to the existing neighborhoods. She also noted that requiring larger setbacks would allow for tree preservation, stormwater management and further alignment with Forward SGF.

Ms. Tammy Fulk, 3134 S. Aradia stating that it has been difficult the last several months and gave some history of the property noting the times the area has been rezoned and replatted, asking for the revised plat to include protection from future development to Carson, Arcadia and Mimosa as she believes the hammerhead may only be temporary and can easily be extended. She stated they need something more permanent such as a cul-de-sac at the north end of Carson with no right of access to prevent future development and not allow construction vehicles to access Arcadia.

She also stated that after the last City Council meeting, the city put a solid yellow line down the middle of Mimosa between Patterson and Ventura and it did not fix any of their concerns.

Mr. Doennig closed the public hearing.

Commissioner Knuckles stated, “From what I understand from staff, the subdivision meets the subdivision requirements and from traffic the way the current status of Mimosa and the additional traffic from these 29 lots that it doesn't generate a traffic study and that there's adequate flow based on the city's traffic department to Mimosa, so I don't see a reason to not approve the Preliminary Plat.”

Commissioner Pauly stated, “The last speaker brought up a very interesting point about the hammerhead versus a cul-de-sac. And if a cul-de-sac were to be put at the end of Carson Avenue as opposed to a hammerhead, what type of guarantees would that give this speaker and the rest of the neighborhood that there would not be the ability to go ahead and attach Carson to Mimosa Street?”

Mr. Hosmer responded that a hammerhead or cul-de-sac is allowable and either one could allow future access, noting the difference is that the subdivision is labeled with no access along the entire north line, and they would have to apply again to remove the no access note on the plat.

Commissioner Pauly stated, “That that is a concern that I have looking at this and I wanted to make sure that the neighbors felt more comfortable going forward that there would be a level of protection that they do expect out of this.” He asked for Ms. Fulk to come back to the podium, and she stated that she does not want to go through this process again.

Ms. Vales, City Attorney stated that from a legal standpoint that nothing could be done to completely prohibit any action or development on a piece of property in the future. The only safeguard the city can provide is that one would have to come back through the public hearing process to further develop. The assurance that is provided on this plat, that there can be no development on this piece of property without that process, is the most that the City can provide.

Commissioner Ridge stated, “Mimosa is not a street that a lot of us are very familiar with. If we don't live in that area and you all drive it every day. I don't, so, when I first was coming down that way, I thought this street is awkward because part of it is a divided street and part of it isn't and if it's the first or second time you come down there you can get kind of confused. Secondly, I also would like to see preservation for many of those trees as possible and I'm very concerned about the quality of life that these trees help provide.”

Commissioner Scott stated, “I would say to call your Councilman and see if you can encourage them to make this a priority on the list of improvements for the neighborhood.”

Commissioner Doennig stated, “From the previous look at this development and preliminary plat and tonight's meeting I'm encouraged by the changes that were made from my background in the title universe, I can tell you that a plat is a plat and it's going to be very difficult to overcome that. I feel confident that there is a neighbor in this subdivision that it's going to make a lot of noise for you guys and the opportunity for you to come back to Commission and to City Council if they want to connect those streets and I hope that the developer’s representative is listening to the comments about the trees because we would love to see as many old growth trees as possible preserved in this area.”

COMMISSION ACTION:
Planning and Zoning Commissioner Knuckles moved to approve Preliminary Plat of Chimney Rock Subdivision - Revised; Commissioner Hunton seconded the motion. It **Passed** with the following vote: Ayes: Commissioner Doennig, Commissioner Ridge, Commissioner Scott, Commissioner Hunton, Commissioner Pauly, and Commissioner Knuckles. Nays: None. Absent: Commissioner Lebeck, Commissioner Gunther, and Commissioner Colony. Abstain: None.

Bob Hosmer, AICP
Planning Manager

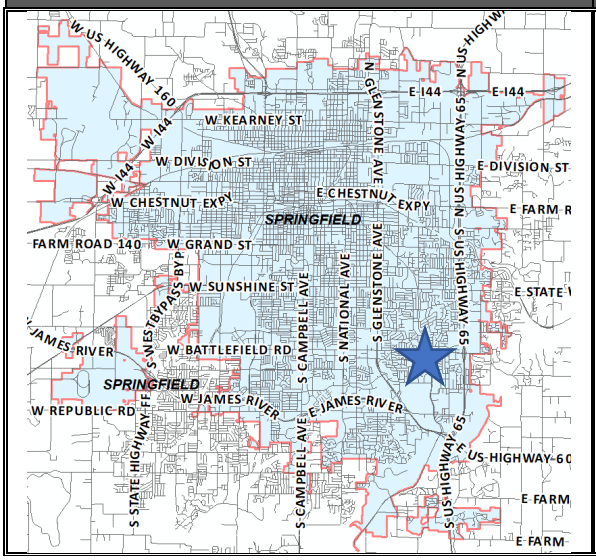
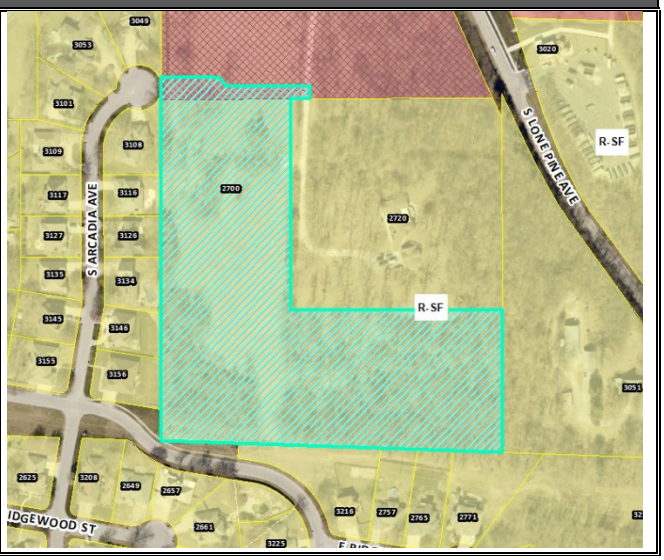
Exhibit B

DEVELOPMENT REVIEW STAFF REPORT

PROJECT INFORMATION	
Case Number:	Preliminary Plat of Chimney Rock Subdivision - Revised
Location:	3040 South Arcadia Avenue
Total Acres:	8.69 acres
Applicant:	JCRS Development, LLC
Existing Land Use:	Undeveloped
Neighborhood Meeting:	N/A
Planning and Zoning Commission:	August 14, 2025
City Council:	September 8, 2025
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 Chimney Rock Subdivision - Revised 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).

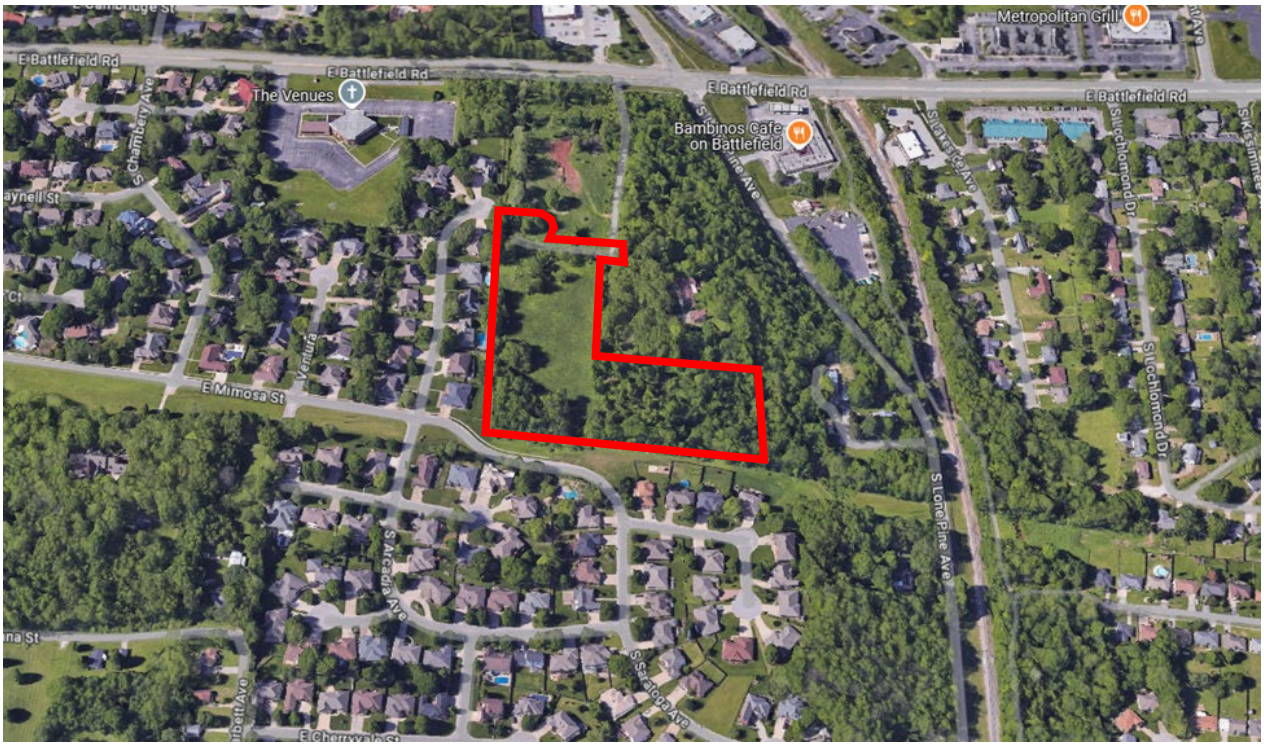
PROJECT SUMMARY:

Request to subdivide approximately 8.69 acres of property generally located at 3040 South Arcadia Avenue into twenty-nine (29) residential lots to facilitate the development of the site.

LOCATION MAP	ZONING MAP
	

DEVELOPMENT REVIEW STAFF REPORT

GOOGLE AERIAL OF LANDMARKS, BUSINESSES, AND ATTRACTIONS:



GOOGLE MAPS STREET VIEW:

View from Arcadia Ave

DEVELOPMENT REVIEW STAFF REPORT

View from Mimosa St

PROPERTY HISTORY:

The subject property was annexed into the city in 1964. At the time of the 1995 citywide remapping, the property was rezoned to R-SF, Single-Family Residential. The property was platted as part of Briarcliff Subdivision in 2015. The property was further subdivided in 2024 via a replat. A different version of this preliminary plat, which contained more lots, was reviewed by the Planning & Zoning Commission within the last year and approved by City Council, but has not been final platted.

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. 36-226. - Major subdivision review procedure.

(3) Preliminary plat.
- (a) After participating in the pre-subdivision review with city staff, the subdivider may prepare a preliminary plat, together with supplementary material as prescribed in section 36-263.
- (b) Copies of the preliminary plat and supplementary materials specified, together with a fee for administrative handling and processing in the amount prescribed by ordinance, shall be submitted to the director of planning and development with written application for approval. Upon determination that the application is complete, the director shall place the application on the agenda of the commission at a regular meeting not later than the second such meeting following the date of the filing of the application.
- (c) The commission shall hold a public hearing on the preliminary plat. Notice of the public hearing shall be made in accordance with city ordinance and the rules of the commission.
- (d) The commission shall review the preliminary plat and supporting material, recommendations from agencies or officials, and testimony and exhibits submitted at the public hearing. The commission shall approve, conditionally approve or disapprove the preliminary plat and if approved, the commission shall express its approval and state the conditions of such approval, if any, or if disapproved, shall express its disapproval and its reasons, therefore. In any case, a notation of the action taken, and the reasons, therefore, shall be entered in the records of the commission.
- (e) If approved by the commission or approved with conditions acceptable to the applicant, then the director of planning and development shall forward the preliminary plat to the city council for its approval. Council shall determine if the land or easement proposed to be dedicated by the applicant for public use or if the public improvements shall be accepted by the city. If the city council determines that the location of the land to be dedicated for public use or the location of public improvements is appropriate and complies with applicable ordinances then the city council shall authorize the acceptance of the dedication of the land or easements upon the applicant filing and recording a final plat which substantially conforms to the preliminary plat and shall authorize the acceptance of the public improvements 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.

(f) If approved with modifications which are not acceptable to the applicant or if disapproved, the director of planning and development shall attach to the plat a statement of reasons for such action and return it to the subdivider.

(g) Actions by the commission regarding the preliminary plat are final unless such action is appealed by the subdivider to the city council within 90 days of the action by the commission.

(h) Effective period of preliminary approval.

1. The approval of a preliminary plat shall be effective for a period of two years. The application for final plat approval must be submitted to the department of planning and development within the two-year period. Any plat not submitted within the two-year limit shall be null and void except as provided in subparagraph 2. below.
2. The planning and zoning commission may at its discretion and upon application by the subdivider extend the effective period of preliminary approval by two years, one time. All other submittals shall be considered a new preliminary plat and subject to applicable reviews.

DEVELOPMENT REVIEW STAFF REPORT

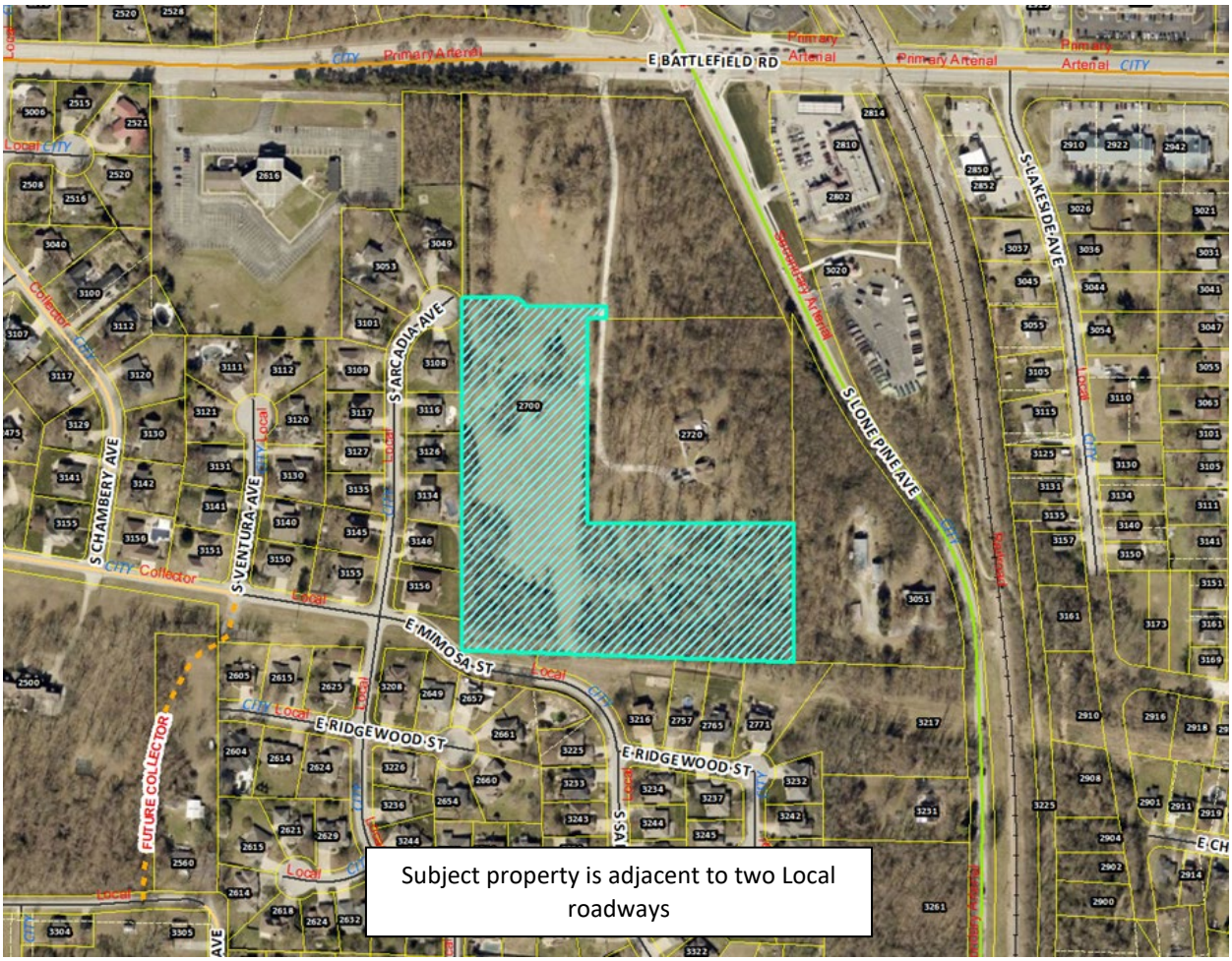
ZONING ORDINANCE REQUIREMENTS:

CODE ITEM	REQUIREMENTS FOR SINGLE-FAMILY RESIDENTIAL
Minimum lot dimension requirements	Lot Area: 6,000 square feet Lot Width: 50 feet Lot Depth: 80 feet
Maximum structure height	- When side yards are less than 15 feet in width: 35 feet or two and one-half stories above the finished grade. - When side yards are 15 feet in width or greater: 45 feet or three stories above the finished grade.
Front yard setback	15 feet along local streets 25 feet along collector streets or higher
Side yard setback	Five feet or as required by section 36-453, supplemental open space and yard regulations.
Rear yard setback	Ten percent of the lot depth but may not be less than ten feet nor shall more than 20 feet be required.
Street Classification	E Mimosa Street – Local S Carson Avenue – Local E Watson Street – Local
Sidewalks	Sidewalks are required along E Mimosa Street, S Carson Avenue, and E Watson Street. Sidewalk exists along the frontage of E Mimosa Street.
Open Space Requirements	The minimum open space ratio on each buildable lot shall be at least 30 percent.

CODE ITEM	REQUIREMENTS FOR GENERAL RETAIL
Minimum lot dimension requirements	36 feet of frontage along a public street
Maximum structure height	None, except that all structures shall remain below a 30-degree bulk plane as measured from the boundary of any R-SF or R-TH district.
Front yard setback	15 feet along local streets 25 feet along Collector streets or higher
Side and rear yard setback	None, except as required by section 36-453, supplemental open space and yard regulations, and the bufferyard requirements in subsection 36-421(8)
Street Classification	E Mimosa Street – Local S Carson Avenue – Local E Watson Street – Local
Sidewalks	Sidewalks are required along E Mimosa Street, S Carson Avenue, and E Watson Street. Sidewalk exists along the frontage of E Mimosa Street.
Open Space Requirements	The minimum open space ratio on each buildable lot shall be at least 20 percent.

DEVELOPMENT REVIEW STAFF REPORT

MAJOR THOROUGHFARE MAP:



DEVELOPMENT REVIEW STAFF REPORT

STAFF ANALYSIS AND RECOMMENDATION:

1. The applicant is proposing to subdivide approximately 8.69 acres into a twenty-nine (29) lot subdivision named “Chimney Rock Subdivision - Revised”.

2. The property is zoned GR, General Retail with Conditional Overlay District #151 and R-SF, Single-Family Residential District.

3. A portion of the area zoned General Retail with Conditional Overlay District #151 is to be dedicated as right-of-way to serve as a hammerhead turnaround at the end of Carson Avenue. The western portion of this area is to be incorporated into Lot 1, with the plat prohibiting access to Arcadia Avenue. The east portion of this area is incorporated into Lot 9 and used as an access easement to an existing, adjacent residential property.

4. The most substantial changes from the preliminary plat that was submitted for this property in 2024 are the decrease in lot numbers from forty (40) to twenty-nine (29) and removing the connection of Carson Avenue to Arcadia Avenue.

5. All lots meet the minimum dimension requirements of the City’s subdivision regulations, the Single-Family Residential District, and the General Retail District.

6. If Planning and Zoning Commission approves the preliminary plat, then the plat will be forwarded to City Council for acceptance of public streets and easements. An approved preliminary plat is active for two (2) years.

7. The Land Development Code requires that each lot have adequate public facilities including but not limited to water, sanitary sewer, electricity, gas, open space, storm drainage, access to the public transportation system, and that any existing natural features such as floodplains, stream buffers and sinkholes have been identified on the preliminary plat.

8. The proposed preliminary plat was reviewed by City departments and comments are contained in ***Attachment 1.*** Conditions of Approval are provided in ***Attachment 2.*** The Preliminary Plat drawing can be found in ***Attachment 3.***

<u>STAFF RECOMMENDATION:</u>

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 GR, General Retail 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 have been received by citizens for this case and have been included as ***Attachment 4***.

DEVELOPMENT REVIEW STAFF REPORT

DEPARTMENT COMMENTS:

ATTACHMENT 1

1. AT&T:

   AT&T has no conflicts. Please contact Cody Butler at cb670v@att.com for any questions for AT&T.

2. CITY UTILITIES:

   No issues generally with preliminary plat. Easements as shown appear to be acceptable for public streets. Electric/gas/water will need to be extended to serve all lots per CU's extension policy and city code before the final plat can be approved.

3. DEPARTMENT OF PUBLIC WORKS TRANSPORTATION ENGINEERING SURVEY DIVISION:

   Approved.

4. DEPARTMENT OF ENVIRONMENTAL SERVICES WASTEWATER MANAGEMENT DIVISION:

   Revised preliminary plat is acceptable. Each lot will be served by public sewer once the public improvements are completed and accepted. The final plat will not be able to be approved until the public improvements have been accepted or escrowed. This includes the offsite sewer extension.

5. FIRE DEPARTMENT:

   Approved.

6. PARKS & GREENWAYS:

   Approved.

7. DEPARTMENT OF PUBLIC WORKS TRANSPORTATION ENGINEERING RIGHT-OF-WAY DIVISION:

   Approved.

8. DEPARTMENT OF PUBLIC WORKS STORMWATER ENGINEERING DIVISION:

   Site Description and Drainage Pattern

	Drainage Basin	Fee in Lieu Flood Control	Fee in Lieu Water Quality	Stream Buffer	Sinkhole or Watershed	Floodplain/ Floodway
3040 S Arcadia Ave	Galloway 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. 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. The site drains to the adjacent properties (3051 S Lone Pine Ave and 3217S Ridgewood Ct). The subdivision is required to provide flood control to prevent downstream flooding.

Water Quality Requirements

1. Water Quality is required for new development projects or redevelopment projects, with new or increased impervious surfacing, within the city limits of Springfield that disturb 1 acre or greater. Including projects less than 1 acre that are part of a larger common plan of development or sale that will disturb 1 or more acres over the life of the project. Chapter 10 Sec. 2.0.

2. A land disturbance permit will be required with disturbing 1 acre or greater per Chapter 4 Section 5 of the City's Flood Control and Water Quality Protection Manual.

3. Water Quality Credits are available to use in design for preserved trees and new planted trees. Landscaping and Bufferyards trees required by planning cannot be used for the water quality credits unless it is part of a SCM. Chapter 10, Section 3.1.

Floodplain

N/A

Natural Channels and Stream Buffers

N/A

Sinkholes and Karst Features

N/A

9. 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. Mimosa Street	Local	City	25	25	NA	Yes	Yes	Yes
Street 2	S. Carson Avenue	Local	City	25	**0**	NA	Yes	Yes	**No**
Street 3	E. Watson Street	Local	City	25	**0**	NA	Yes	Yes	**No**

Access

All access to the development shall be per current City of Springfield standards for the street classification.

Trails, Bus Stops, And Additional Information

There is one (1) Greenway Trail near the property. There are two (2) bus stops on Battlefield Road near the property.

Improvements

No improvements are required for this preliminary plat. A traffic study may be required at the time of development.

DEVELOPMENT REVIEW STAFF REPORT

CONDITIONS FOR APPROVAL:

ATTACHMENT 2

Staff recommends the Planning and Zoning Commission approve the Preliminary Plat, with the conditions listed below:

1. All improvements shall be constructed in accordance with the “Design Standards for Public Improvements” of the Public Works Department and the maintenance and operation of such improvements shall be the responsibility of the developers unless approved by the Director of Public Works. All required sanitary sewer, street, sidewalk, and drainage plans shall be prepared in accordance with City standards and specifications and approved by the Director of Public Works.

2. All required street rights-of-way, drainage and utility easements and limitations of access shall be dedicated on the final plat.

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.

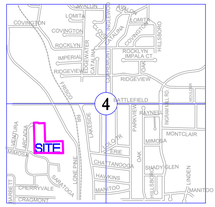
ATTACHMENT 3

PRELIMINARY PLAT OF

CHIMNEY ROCK - REVISED

AN ADMINISTRATIVE REPLAT OF LOT 2 OF THE BRIARCLIFF TERRACE ALSO LYING IN THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 4, T-28-N, R-21-W CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI

RECORDER'S SPACE



LOCATION SKETCH

SEC. 4, T-28-N, R-21-W

SCALE: 1"=2000'

STATE PLANE COORDINATE TIE MISSOURI COORDINATE SYSTEM 1983		
CONTROL STATION:		
GR-11	NORTHING - 147,252.986 (M)	
	EASTING - 435,435.653 (M)	
	GRID FACTOR - 0.99998467	

COORDINATES EXPRESSED IN METERS.

NOTES

#1 TOTAL AREA OF DEVELOPMENT = 378,439± SQ. FT. (8.69± ACRES)

#2 TOTAL NUMBER OF LOTS =29

#3 SMALLEST - LOT 18 = 7,500± SQ. FT. (0.17± ACRES)
LARGEST - LOT 23 = 18,899± SQ. FT. (0.43± ACRES)

#4 THREE FIRE HYDRANTS SHALL BE INSTALLED: ONE ON THE CORNER OF CARSON AND MIMOSA, ONE AT LOT 15 OR LOT 6 AND ONE AT LOT 18 OR LOT 27.

#5 SOURCE OF TITLE = BOOK 2024 AT PAGE 038639-24 (JCRS DEVELOPMENT LLC).

#6 MAINTENANCE OF ANY AREA REFERRED TO AS DRAINAGE EASEMENT OR DRAINAGE DETENTION IS THE RESPONSIBILITY OF THE PROPERTY OWNER.

#7 THE CORNER MONUMENTS AND LOT CORNER PINS WERE PLACED OR WILL BE PLACED WITHIN 12 MONTHS AFTER RECORDING PLAT.

#8 THE AREA SHOWN HEREON IS NOT LOCATED IN A STORM SEWER DISTRICT AS OF THE DATE OF RECORDING AND MAY BE SUBJECT TO FUTURE ASSESSMENT COST IF INCLUDED IN FUTURE STORM WATER BENEFIT DISTRICT DEEMED NECESSARY RESULTING FROM PROBLEMS CREATED BY SURFACE WATER RUNOFF. THIS IS DUE TO THE FACT THAT THE SURFACE WATER RUNOFF IS PRESENTLY BEING ACCOMMODATED BY STREET AND OPEN DRAINAGE FACILITIES.

#9 ALL COMMON AREAS SHALL BE CONSIDERED DRAINAGE EASEMENTS. ALL COMMON AREAS ARE TO BE MAINTAINED BY THE PROPERTY OWNERS ASSOCIATION. ALL DRAINAGE EASEMENTS ARE TO BE MAINTAINED BY THE PROPERTY OWNER.

#10 NO ACCESS PERMITTED OVER THE LOT LINE SHARED BETWEEN LOT 1 OF THE BRIARCLIFF TERRACE AND THE WHOLE OF CHIMNEY ROCK SUBDIVISION, PER CONDITIONAL OVERLAY DISTRICT #151.

#11 NO FENCES, PLANTINGS, OR OBSTRUCTIONS OTHER THAN MAILBOXES ARE PERMITTED WITHIN THE LIMITS OF ANY DRAINAGE EASEMENT, UNLESS THE DRAINAGE IS ENCLOSED IN A BELOW GRADE CONDUIT. AT NO TIME SHALL PERMANENT STRUCTURES BE ALLOWED IN THE EASEMENT.

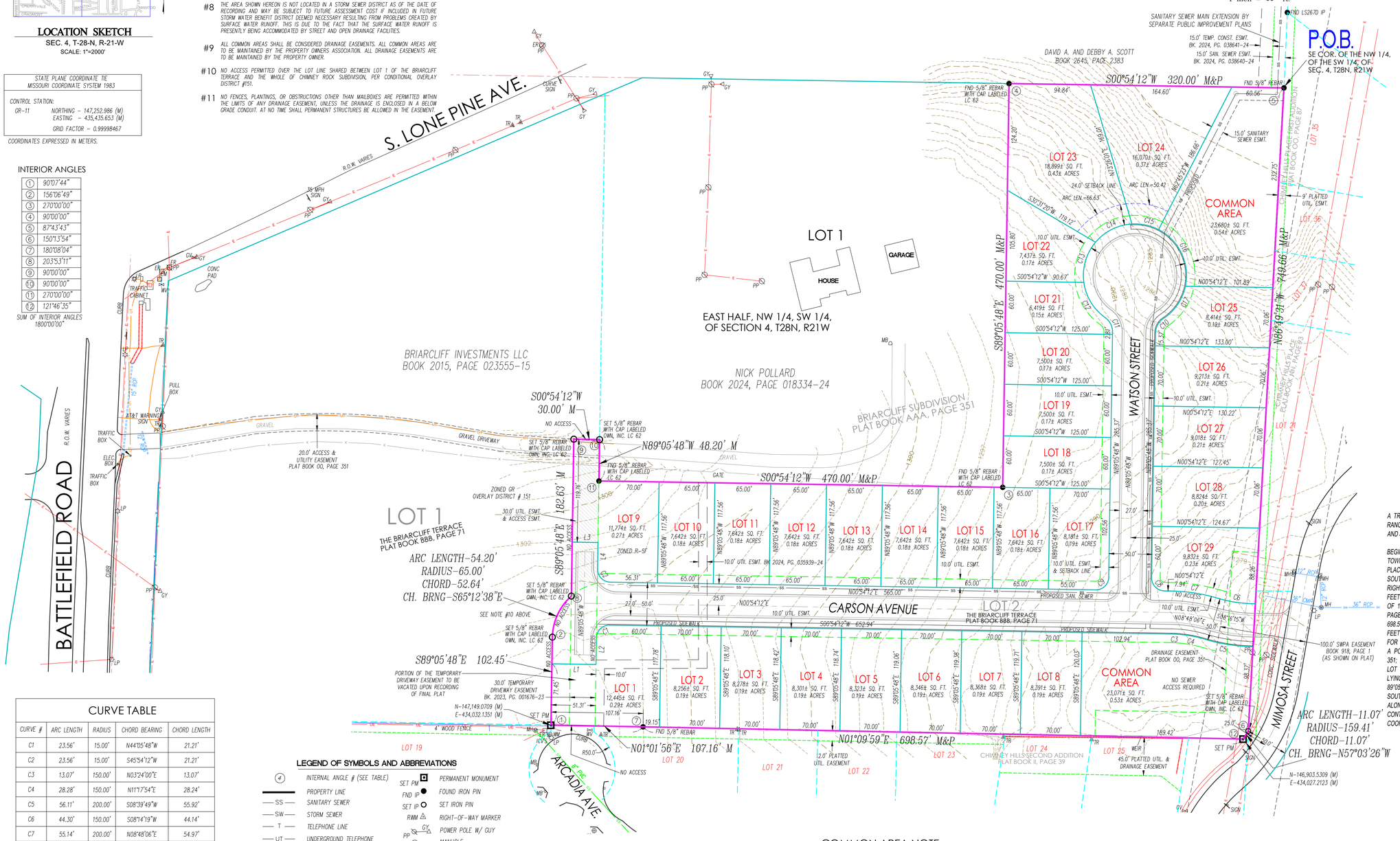
GRID

BEARINGS BASED ON GRID NORTH OF THE MISSOURI COORDINATE SYSTEM OF 1983, CENTRAL ZONE. DATE OF ADJUSTMENT 2000.

GRAPHIC SCALE

60 0 30 60 120 240

(IN FEET)
1 inch = 60 ft.



INTERIOR ANGLES

1	90°07'44"
2	156°06'49"
3	270°00'00"
4	90°00'00"
5	87°43'43"
6	150°13'54"
7	180°08'04"
8	203°53'11"
9	90°00'00"
10	90°00'00"
11	270°00'00"
12	121°46'35"

SUM OF INTERIOR ANGLES 1800°00'00"

CURVE TABLE

CURVE #	ARC LENGTH	RADIUS	CHORD BEARING	CHORD LENGTH
C1	23.56'	15.00'	N44°05'48"W	21.21'
C2	23.56'	15.00'	S45°54'12"W	21.21'
C3	13.07'	150.00'	N03°24'00"E	13.07'
C4	28.28'	150.00'	N11°17'54"E	28.24'
C5	56.11'	200.00'	S08°39'49"W	55.92'
C6	44.30'	150.00'	S08°14'19"W	44.14'
C7	55.14'	200.00'	N08°48'06"E	54.97'
C8	23.56'	15.00'	S45°54'12"W	21.21'
C9	23.56'	15.00'	S44°05'48"E	21.21'
C10	19.47'	20.00'	N61°12'40"W	18.71'
C11	19.47'	20.00'	N63°01'04"E	18.71'
C12	49.42'	60.00'	S58°43'39"W	48.03'
C13	50.11'	60.00'	N73°45'02"W	48.67'
C14	48.70'	60.00'	N26°34'23"W	47.37'
C15	32.01'	60.00'	N11°57'40"E	31.63'
C16	78.25'	60.00'	N64°36'19"E	72.82'
C17	46.82'	60.00'	S55°40'45"E	45.64'

LEGEND OF SYMBOLS AND ABBREVIATIONS

(4)	INTERNAL ANGLE # (SEE TABLE)
	PROPERTY LINE
SS	SANITARY SEWER
SW	STORM SEWER
T	TELEPHONE LINE
UT	UNDERGROUND TELEPHONE
G	GAS LINE
W	WATER LINE
E	OVERHEAD ELECTRIC LINE
UE	UNDERGROUND ELECTRIC
X	FENCE LINE
	TREELINE
	RETAINING WALL
	GROUND LIGHT
P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING
	MEASURED 100' M
LINE LABELS	DEED 100' D
	RECORD 100' R
SET PM	PERMANENT MONUMENT
FND IP	FOUND IRON PIN
SET IP	SET IRON PIN
RWM	RIGHT-OF-WAY MARKER
PP GY	POWER POLE W/ GUY
MH	MANHOLE
SCO	SEWER CLEANOUT
GM	GAS METER
LP	LIGHT POLE
	SIGN
WM	WATER METER
WV	WATER VALVE
GV	GAS VALVE
FH	FIRE HYDRANT
TR	TELEPHONE RISER
BP	BUMPER POST
IG	GRATE INLET
EM	ELECTRIC METER
ER	ELECTRICAL RISER
MB	MAIL BOX

PARCEL LINE TABLE

LINE #	LENGTH	DIRECTION
L1	51.31	N00°54'12"E
L2	31.00	S89°05'48"E
L3	30.00	S00°54'12"W
L4	31.00	S89°05'48"E

COMMON AREA NOTE

ALL COMMON AREAS SHALL BE CONSIDERED DRAINAGE EASEMENTS. ALL COMMON AREAS ARE TO BE MAINTAINED BY THE PROPERTY OWNERS ASSOCIATION. ALL DRAINAGE EASEMENTS ARE TO BE MAINTAINED BY THE PROPERTY OWNER.

ZONING DATA

SUBJECT PROPERTY IS ZONED R-SF (SINGLE-FAMILY RESIDENTIAL DISTRICT), EXCEPT THE NORTH 51.31 FEET OF THIS SUBDIVISION, WHICH IS ZONED GR (GENERAL RETAIL DISTRICT) WITH A CONDITIONAL OVERLAY DISTRICT # 151

SETBACKS ARE DETERMINED BY THE ZONING AT THE TIME OF DEVELOPMENT.

HOWEVER, IN NO EVENT MAY A STRUCTURE BE ERECTED CLOSER TO THE CENTERLINE OF AN EXISTING OR PLANNED STREET THAN AS PRESCRIBED BELOW.

STREET CLASSIFICATION	REQUIRED SETBACK FROM RIGHT-OF-WAY CENTER LINE
RESIDENTIAL LOCAL (MIMOSA ST. & ARCADIA AVE.)	25 FEET PLUS THE REQUIRED YARD SETBACK

UTILITY NOTE

THIS SURVEY REFLECTS ABOVE GROUND INDICATIONS OF UTILITIES AND INFORMATION AVAILABLE FROM UTILITY COMPANIES. THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANTY THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED, ALTHOUGH HE DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES.

FLOOD NOTE

BY GRAPHIC PLOTTING ONLY, THIS PROPERTY IS IN ZONE X OF THE FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 29077C0133G, WHICH BEARS AN EFFECTIVE DATE OF DECEMBER 12, 2010 AND IS NOT IN A SPECIAL FLOOD HAZARD AREA. NO FIELD SURVEYING WAS PERFORMED TO DETERMINE THIS.

PERIMETER DESCRIPTION

A TRACT OF LAND LYING IN THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 4, TOWNSHIP 28 NORTH, RANGE 21 WEST AS DESCRIBED IN THE GREENE COUNTY, MISSOURI, RECORDER'S OFFICE IN BOOK 2015 AT PAGE 023555-15 AND SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 4, TOWNSHIP 28 NORTH, RANGE 21 WEST, SAID POINT ALSO LYING ON THE NORTH LINE OF THE FINAL PLAT OF CHIMNEY HILLS PLACE FIRST ADDITION, PLAT BOOK OO, PAGE 87; THENCE ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 4, NORTH 86°49'31" WEST, 749.66 FEET TO A POINT LYING ON THE NORTHERLY RIGHT-OF-WAY OF MIMOSA STREET; THENCE LEAVING SAID SOUTH LINE AND ALONG SAID NORTHERLY RIGHT-OF-WAY 11.07 FEET ALONG A 159.41 FOOT RADIUS CURVE TO THE RIGHT WHOSE CHORD BEARS NORTH 57°03'26" WEST FOR A DISTANCE OF 11.07 FEET TO A POINT LYING ON THE EAST LINE OF CHIMNEY HILLS SECOND ADDITION AS DESCRIBED IN PLAT BOOK II, PAGE 39; THENCE LEAVING SAID SOUTH LINE AND ALONG SAID EAST LINE THE FOLLOWING COURSES, NORTH 01°09'59" EAST, 698.57 FEET; THENCE NORTH 01°01'56" EAST, 107.16 FEET; THENCE LEAVING SAID EAST LINE, SOUTH 89°05'48" EAST, 102.45 FEET; THENCE 54.20 FEET ALONG A 65.00 FOOT RADIUS CURVE TO THE RIGHT WHOSE CHORD BEARS SOUTH 65°12'38" EAST FOR A DISTANCE OF 52.64 FEET; THENCE SOUTH 89°05'48" EAST, 182.63 FEET; THENCE SOUTH 00°54'12" WEST, 30.00 FEET TO A POINT LYING ON THE NORTH LINE OF LOT 1 OF THE FINAL PLAT OF BRIARCLIFF SUBDIVISION, PLAT BOOK AAA AT PAGE 351; THENCE ALONG SAID NORTH LINE, NORTH 89°05'48" WEST, 48.20 FEET TO A POINT LYING ON THE WEST LINE OF SAID LOT 1; THENCE LEAVING SAID NORTH LINE AND ALONG SAID WEST LINE, SOUTH 00°54'12" WEST, 470.00 FEET TO A POINT LYING ON THE SOUTH LINE OF SAID LOT 1; THENCE LEAVING SAID WEST LINE AND ALONG SAID SOUTH LINE, SOUTH 89°05'48" EAST, 470.00 FEET TO A POINT LYING ON THE EAST LINE OF THE AFOREMENTIONED NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 4, TOWNSHIP 28 NORTH, RANGE 21 WEST; THENCE LEAVING SAID SOUTH LINE AND ALONG SAID EAST LINE, SOUTH 00°54'12" WEST, 320.00 FEET TO THE POINT OF BEGINNING. THE ABOVE DESCRIBED TRACT CONTAINS 378,439 SQUARE FEET OR 8.69 ACRES, MORE OR LESS. BEARINGS BASED ON GRID NORTH OF THE MISSOURI COORDINATE SYSTEM OF 1983, CENTRAL ZONE.

SURVEYOR'S CERTIFICATE

KNOWN ALL MEN BY THESE PRESENTS:

THAT I, SAMUEL J. DEPRIEST, DO HEREBY CERTIFY THAT THIS PLAT WAS PREPARED UNDER MY SUPERVISION FROM AN ACTUAL SURVEY OF THE LAND HEREIN DESCRIBED, PREPARED BY OWN, INC. DATED AUGUST 2024 AND SIGNED BY SAMUEL J. DEPRIEST, PLS NO. 2013000041 AND THAT THE CORNER MONUMENTS AND LOT CORNER PINS WERE PLACED OR WILL BE PLACED WITHIN 12 MONTHS AFTER RECORDING PLAT UNDER THE SUPERVISION OF SAMUEL J. DEPRIEST, PLS NO. 2013000041 IN ACCORDANCE WITH THE MISSOURI STANDARDS FOR PROPERTY BOUNDARY SURVEYS. DRAWIN

OWN, INC. LC62
BY:

STATE OF MISSOURI
SAMUEL J. DEPRIEST
NUMBER PLS-2013000041
07/31/2025
PROFESSIONAL LAND SURVEYOR

SAMUEL J. DEPRIEST, PLS NO. 2013000041

7-31-2025
DATE PREPARED

PREPARED BY
SAM DEPRIEST, PLS
OWN, INC.
8455 COLLEGE BOULEVARD
OVERLAND, KS. 66210

OWNER AND DEVELOPER
JCRS DEVELOPMENT LLC
2808 S. INGRAM MILL ROAD A100
SPRINGFIELD, MO. 65804

COA #000062

OWN
Engineering beyond.
3213 S. West Bypass
Springfield, MO 65807
417.866.2741
weareown.com
FORMERLY ANDERSON ENGINEERING

FIELD: CB	DATE: 8-06-2024	111992.DWG
DRAWN: BAC	FIELD BK: N/A	SHEET 1 OF 1
CHECKED: SJD	JOB NO: 24SP10169	

ATTACHMENT 4

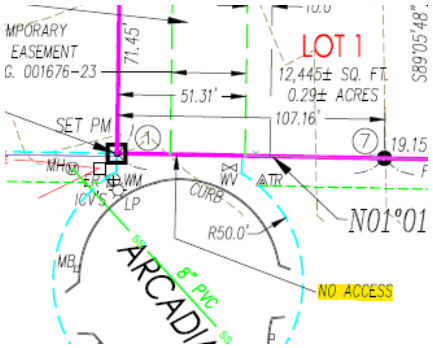
From: Tammy Fulk
To: Menke, Andrew
Subject: Re: Chimney Rock
Date: Wednesday, August 6, 2025 11:48:49 AM

Mr. Menke,

I completely understand the proposed platform states no access to Arcadia; however, also in 2018 the rezoning stated the same no access to Arcadia and we had to sue the City of Springfield to enforce this. We need reassurance for the future development to the north. The property to the north of this new development is currently for sale and there are no guarantees as to what will happen with this property as well. Putting a culdesac at the end of Carson Ave provide certainty to our neighborhood.

Thank you,

Tammy Fulk
Sent from my iPhone

> On Aug 6, 2025, at 8:45 AM, Menke, Andrew <amenke@springfieldmo.gov> wrote:
>
> Tammy,
>
> Thanks for your comments, I will include them in the staff report. Please note that the new plat includes a label that prohibits access to Arcadia Avenue.
>
> 
>
>
> Best,
>
> Andrew Menke
> Senior Planner
> City of Springfield
> Department of Planning & Development
> Phone: (417) 864-1613
>
> ---
>
> **From:** Tammy Fulk <tammyfulk@hotmail.com>
> **Sent:** Wednesday, August 6, 2025 10:07 AM
> **To:** Menke, Andrew <amenke@springfieldmo.gov>
> **Subject:** Re: Chimney Rock
>
> Mr. Menke,

Thank you for sending this proposed plat.

As you are aware, Chimney Hills and Chimney Hills Place neighborhoods have been concerned about this new development, especially considering the developers moved the property line to include part of the COD 151 property. I would like to see a culdesac on the end of Carson Ave to prevent any future development to the north. We have spent $45,000 in legal fees trying to enforce COD 151 and I would greatly appreciate the city providing us reassurance this could not happen again. With a hammerhead at the end of Carson, this could easily be changed in the future, allowing access through Carson Ave and onto Mimosa. Mimosa traffic is a challenge already so we want to ensure it will only be this new neighborhood accessing and not additional traffic in the future. Also, with the developer using the "Chimney" in this new development, they are trying to add to our neighborhoods, so for it to be conforming, a culdasac would do that as there are many street in both neighborhoods with culdasac streets and not one with fire turn arounds. This small change would help everyone be in agreement. Please take this into consideration while you are reviewing this proposal.

Thank you,

Tammy Fulk
Sent from my iPhone

On Aug 6, 2025, at 6:21 AM, Menke, Andrew <amenke@springfieldmo.gov> wrote:

Good Morning Tammy,

Attached is a copy of the plat. The staff report is not complete and will be posted Thursday at 5pm. Here is a link to the agenda, where it will be posted. For copies of all other supporting documents you will want to submit a Sunshine Request through the City Clerk's Office.

Best,

Andrew Menke
Senior Planner

City of Springfield
Department of Planning & Development
Phone: (417) 864-1613

-----Original Message-----
From: Tammy Fulk <tammyfulk@hotmail.com>
Sent: Tuesday, August 5, 2025 12:36 PM
To: Menke, Andrew <amenke@springfieldmo.gov>
Subject: Chimney Rock

Hello Mr. Menke,

Can you please forward any and all information to me regarding the new proposed plat of Chimney Rock, especially the drawing of the plat? There is a new notice in our neighborhood and I would like to know more about it.

Thank you!

Tammy Fulk
Sent from my iPhone
<Chimney Rock Revised- Plat.pdf>

Menke, Andrew

From: M.J. Grinstead <mjgrins@hotmail.com>
Sent: Sunday, August 10, 2025 6:55 PM
To: Zoning@springfieldmo.gov
Subject: Chimney Rock Proposal

Dear Planning and Zoning Commission Members,

Below I am copying and pasting an email I sent to City Council Members. I am aware the Planning and Zoning Commission will consider the new plat of Chimney Rock before it is sent to Council.

Please take my neighborhood's concerns for additional traffic into consideration.

Thank You!

Mary Jane Grinstead

Dear Mayor and City Council,

In a previous email, I have asked that you consider roads leading into the area of the proposed Chimney Rock Subdivision when you look at the new plat. It is IMPERATIVE that you consider the dangerous blending of the traffic along Mimosa from divided lanes into a single lane. I am especially concerned about the intersection of eastbound traffic along Mimosa from Luster - the ONLY way to safely exit onto Battlefield at a traffic light - to the proposed Chimney Rock subdivision.

Currently eastbound traffic from Luster has to make a right-angle left turn from Mimosa to Patterson, then make an immediate right-angle right turn from Patterson to the **one-lane wide** Mimosa (highlighted by the bold green line). I have navigated that turn for the 40+ years I have lived in the neighborhood! It is especially dangerous in the winter, when snow melts and ice forms down in that valley.

I am pasting a picture of a map of the intersection so you can have a visual representation of the sharp turns one has to make to continue on the same street.

E Raynell St
S Chambery Ave
S Patterson Ave
E Montclair Ct
E Mimosa St
Proposed Chimney Rock

PLEASE take this dangerous curve into consideration when you look at adding the traffic from the additional 29 houses to the mix. There will that many more trash trucks, lawn mowing trailers, school buses, building materials trucks, concrete trucks, UPS and Fed Ex trucks, as well as the additional cars, to make that curve and meet along the narrow stretch of Mimosa from Patterson to Ventura.

PLEASE do something to correct this dangerous situation.

Thank you,
Mary Jane Grinstead

From:	LLF
To:	Zoning@springfieldmo.gov
Subject:	Chimney Rock Subdivision Concerns
Date:	Monday, August 11, 2025 2:08:13 PM
Attachments:	Chimney Rock Subdivision.pdf

Dear Members of the Planning & Zoning Committee,

I am writing as a resident of Chimney Hills Place to voice my concerns of the proposed development of the Chimney Rock subdivision. Please see the attached document. Thank you for your time.

Regards,

Leo and Mary Lou LaFauce
2624 E Shady Glen Ct
Springfield, MO 65804

Members of the Planning and Zoning Committee
Subject: Chimney Rock-Planning & Zoning hearing this Thursday, August 14

Areas of concern

As a resident of Chimney Hills Place, I would like to address a few areas of concern about the proposed development of Chimney Rock subdivision.

1. Access from E Mimosa street. Does this entrance infringe upon the Chimney Hills Lot located at 3216 E Ridgewood?
2. There are utility power lines that would be very close to the entrance from E Mimosa.
3. There was an ordinance from 2018 that prohibited access from Arcadia Avenue and E Mimosa street. By allowing access from E Mimosa, does this not violate the 2018 ordinance?
4. There was concern of a sink hole located at the proposed entrance from E Mimosa. Has this concern been addressed?
5. There was speed/volume radar detection equipment temporarily placed on E Mimosa St. What were the results of the data that was obtained from this equipment?
6. It seems like a traffic impact study or traffic volume study should be performed in order to see how this new development will affect our current traffic issues.
7. Although our home is not located on E Mimosa, there will be an increase in traffic in our neighborhood. This is a safety concern. We do not have sidewalks in Chimney Hills Place. This becomes a safety hazard for not only the increase in auto traffic, but also to pedestrians and bicyclists as well. With the recent Galloway project, we have seen a significant increase in traffic through our neighborhood.

From:	Darlene Waggoner
To:	Zoning@springfieldmo.gov
Subject:	Proposed Chimney Rock Development
Date:	Wednesday, August 13, 2025 11:43:30 AM
Attachments:	san sewer and access esmt docs.pdf 2700-2720 san sewer and access esmt docs.pdf

---

With regard to the access from 2720 E Battlefield Rd to Arcadia. On December 5th 2022 Both the Pollards and their Realtor Ms West attended a meeting at the office of SVN on Ingram Mill.
Present at this meeting were Marty Carson and her son Chris as well as Messrs Shantz and Childs. Jim Bolin was also present.
At this meeting Marty Carson talked about an easement she had from 2720 to Arcadia which she would use and we continue use in extreme weather. Icing of the gravel driveway to Battlefield Rd is treacherous in freezing temperatures.
When we left that day we were lead to believe this easement would be transferred to us, the buyer of 2720.
On the 28th of December we received this email.
We purchased the property in January 2023 and from the attached email we were led to believe we would have access to Arcadia.
Respectfully
Nick and Darlene Pollard

Begin forwarded message:

From: Sabrina West <sabrinawest@kw.com>
Subject: Fwd: Easements on E Battlefield
Date: December 28, 2022 at 2:40:59 PM CST
To: Darlene Pollard <farmerpete25@yahoo.com>, Nick Pollard <Npollard8@sbcglobal.net>

Here is the proposal they are working on. I forwarded all info that I have just now.
Thank you,

---------- Forwarded message ---------
From: **Jim Bolin** <jbolin@kw.com>
Date: Wed, Dec 28, 2022 at 1:48 PM
Subject: Fwd: Easements on E Battlefield
To: Jim Carson <jim@carson-mitchell.com>, Sabrina West <sabrinawest@kw.com>, Chris Carson <chris@carson-mitchell.com>, Doug Carson <AggieGar@gmail.com>, Tanya Goldsmith

<tanya.goldsmith.1617@gmail.com>, Robert Carson <Carson3182@gmail.com>

To all, see the email and the attached documents. Sabrina, Chris, and I attended a meeting with the buyer's on Marty's home and the buyers on the commercial/residential property 2 weeks ago. We discussed the easements. This appears to be exactly what we discussed.

Jim

Jim Bolin 417-224-7445 Broker, CRS, ABR, CRM
JBolin@KW.com

Website: www.bolinteam.com
Mobile App: http://app.kw.com/KW1WUPUZZ

Keller Williams Realty 1619 E Independence, Springfield, MO 65804

---------- Forwarded message ---------
From: **Riley Shantz** <crshantz@me.com>
Date: Wed, Dec 28, 2022 at 9:38 AM
Subject: Re: Easements on E Battlefield
To: Jim Bolin <jbolin@kw.com>
Cc: Jeff Childs <jeffery.childs@svn.com>

Jim, Here are the easement exhibits. Our attorney is drafting the easement documents to be recorded and will share those later in the week.

What we are doing is granting an easement to Arcadia for the SF Home Buyer. We will get the vacation documents to vacate the current easement. That way, they will have their future access provided and we do not have to worry about a future path. I think this is the simplest approach.

The other easements are the temp construction and sanitary easements we discussed in our meeting.

Riley

On Dec 27, 2022, at 11:34 AM, Jim Bolin <jbolin@kw.com> wrote:

Thanks, Riley.
jim

Jim Bolin 417-224-7445 Broker, CRS, ABR, CRM
JBolin@KW.com

Website: www.bolinteam.com
Mobile App: http://app.kw.com/KW1WUPUZZ

Keller Williams Realty 1619 E Independence, Springfield, MO 65804

On Tue, Dec 27, 2022 at 12:30 PM Riley Shantz <crshantz@me.com> wrote:

> We are getting the exhibits prepared today. We will forward the exhibits when complete. Our attorney will draft the easement that will be recorded along with the exhibits. We will send you the exhibits when we have them and fill easement documents for approval prior to recording with our attorney finishes drafting them.
>
> Riley
>
>> On Dec 27, 2022, at 11:23 AM, Jim Bolin <jbolin@kw.com> wrote:
>>
>> Good afternoon.
>> Just checking in to see if the easement documents have been prepared and if we could have a copy for review and recording if possible. Sabrina had called and asked

and I made a bad assumption that they were completed and had been delivered to her for her client's review.

Let me know.

Jim

Jim Bolin 417-224-7445 Broker, CRS, ABR, CRM
JBolin@KW.com

Website: www.bolinteam.com
Mobile App: http://app.kw.com/KW1WUPUZZ

Keller Williams Realty 1619 E Independence, Springfield, MO 65804

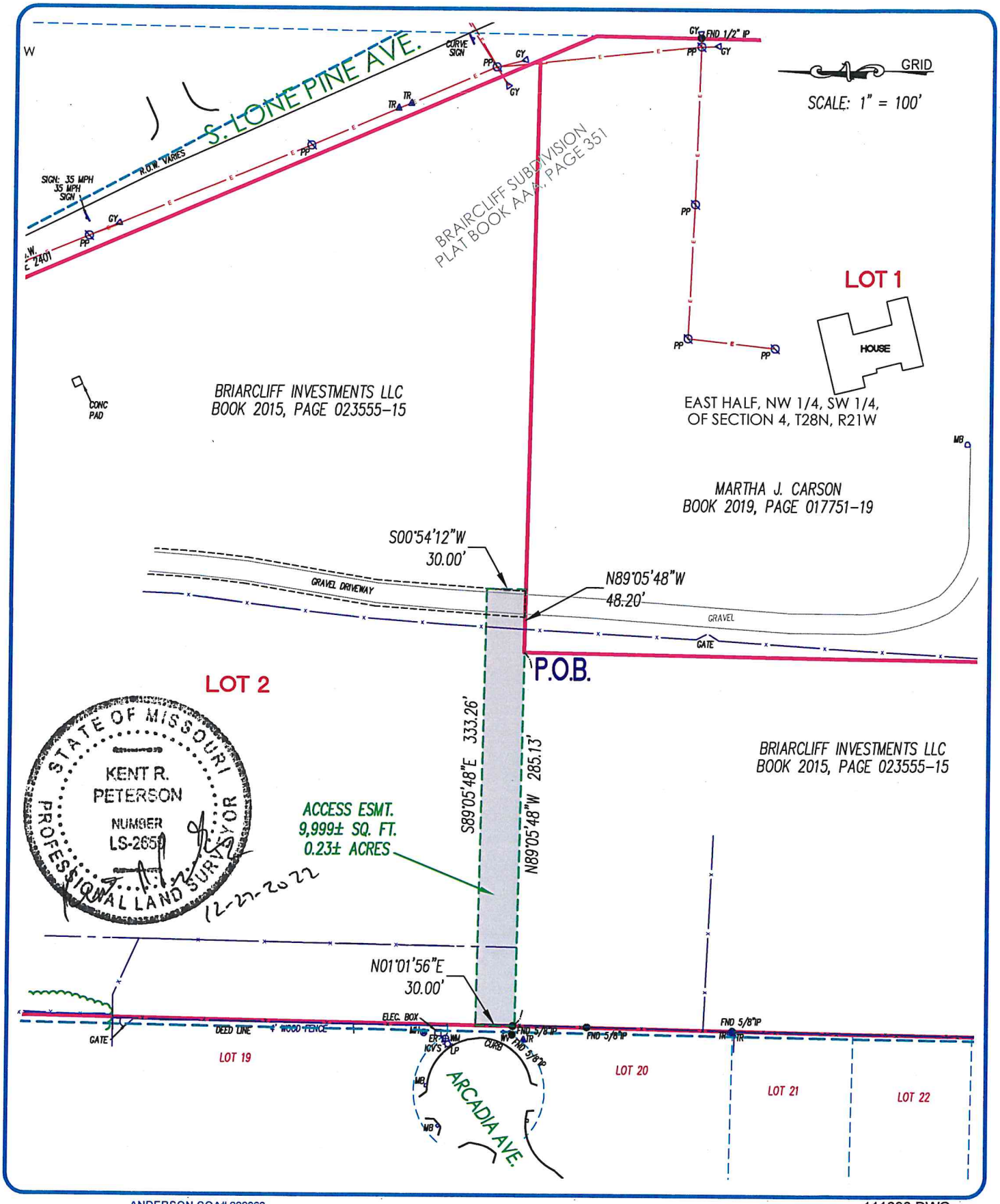
ACCESS EASEMENT

A 30.00 FOOT WIDE ACCESS EASEMENT LYING IN LOT 2 OF THE FINAL PLAT OF BRIARCLIFF SUBDIVISION AS DESCRIBED IN THE GREENE COUNTY, MISSOURI RECORDER'S OFFICE IN BOOK 2015, PAGE 003127-15 AND SAID ACCESS EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 1 OF THE AFOREMENTIONED BRIARCLIFF SUBDIVISION; THENCE NORTH 89°05'48" WEST, 285.13 FEET TO A POINT LYING ON THE WEST LINE OF SAID LOT 2; THENCE ALONG SAID WEST LINE, NORTH 01°01'56" EAST, 30.00 FEET; THENCE LEAVING SAID WEST LINE, SOUTH 89°05'48" EAST, 333.26 FEET; THENCE SOUTH 00°54'12" WEST, 30.00 FEET TO A POINT LYING ON THE NORTH LINE OF SAID LOT 1; THENCE ALONG SAID NORTH LINE, NORTH 89°05'48" WEST, 48.20 FEET TO THE POINT OF BEGINNING. CONTAINING 9,999 SQUARE FEET OR 0.23 ACRES, MORE OR LESS. ALL LYING IN LOT 2 OF BRIARCLIFF SUBDIVISION IN THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 4, TOWNSHIP 28 NORTH, RANGE 21 WEST, CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI.

STATE OF MISSOURI
KENT R.
PETERSON
NUMBER
LS-2659
PROFESSIONAL LAND SURVEYOR

12-27-2022



ANDERSON COA# 000062

111690.DWG

ANDERSON ENGINEERING
EMPLOYEE OWNED
ENGINEERS • SURVEYORS • LABORATORIES • DRILLING
3213 S. WEST BYPASS • SPRINGFIELD, MISSOURI 65807 • PHONE (417) 866-2741

RILEY SHANTZ

ACCESS EASEMENT SKETCH

BATTLEFIELD ROAD, SPRINGFIELD, MO

DRAWN BY: BAC
DATE: 12-26-2022
CLIENT NO: 22SP10326

SANITARY SEWER EASEMENT

A 20.00 FOOT WIDE SANITARY SEWER EASEMENT LYING IN LOT 1 OF THE FINAL PLAT OF BRIARCLIFF SUBDIVISION AS DESCRIBED IN THE GREENE COUNTY, MISSOURI RECORDER'S OFFICE IN BOOK 2015, PAGE 003127-15 AND SAID SANITARY SEWER EASMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

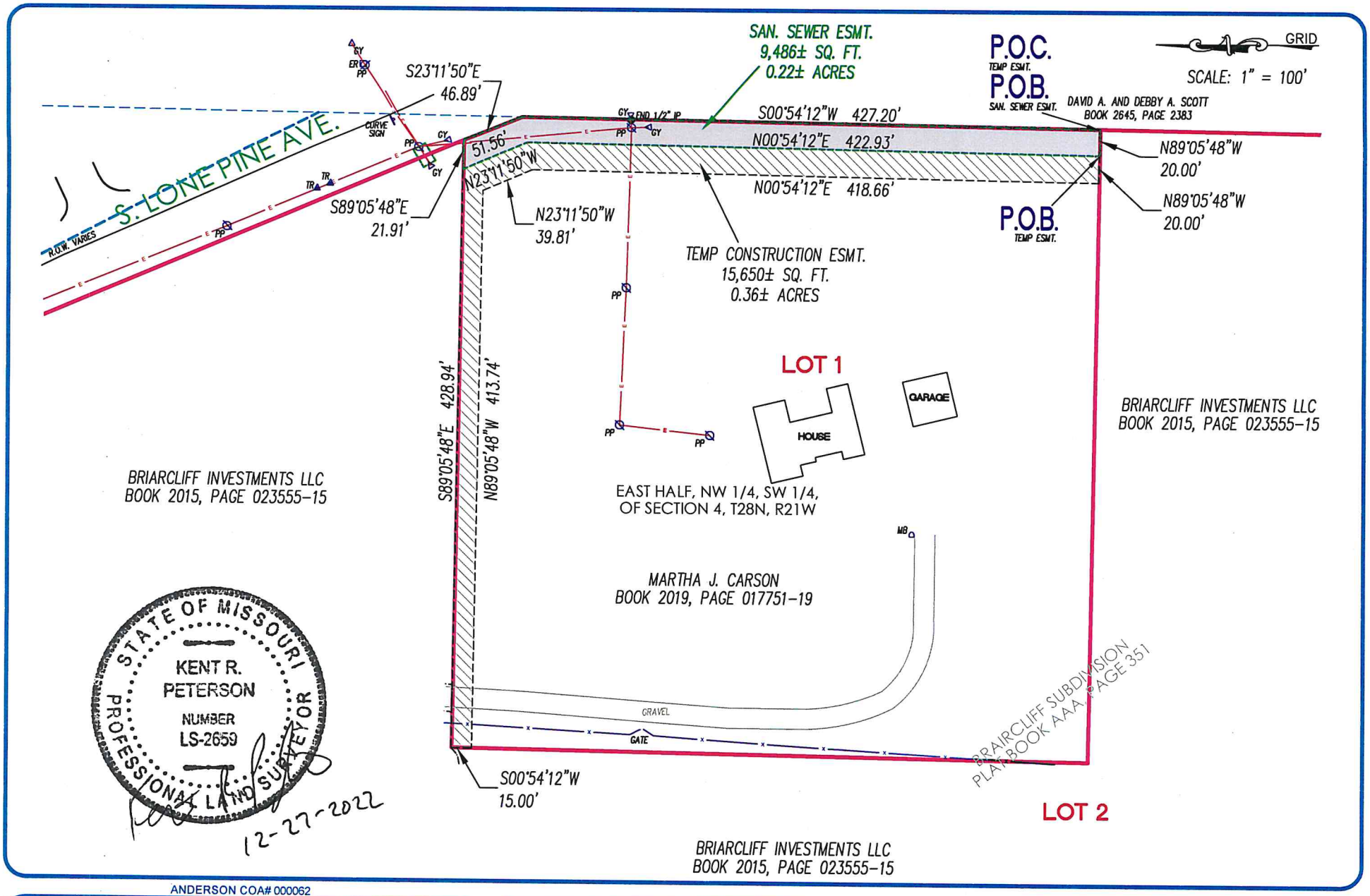
BEGINNING AT THE SOUTHEAST CORNER OF LOT 1 OF THE AFOREMENTIONED BRIARCLIFF SUBDIVISION; THENCE ALONG THE SOUTH LINE OF SAID LOT 1 NORTH 89°05'48" WEST, 20.00 FEET; THENCE LEAVING SAID SOUTH LINE NORTH 00°54'12" EAST, 422.93 FEET; THENCE NORTH 23°11'50" WEST, 51.56 FEET TO A POINT ON THE NORTH LINE OF THE AFOREMENTIONED LOT 1; THENCE ALONG SAID NORTH LINE SOUTH 89°05'48" EAST, 21.91 FEET TO A POINT ON THE EAST LINE OF SAID LOT 1, SAID POINT ALSO BEING ON THE WESTERLY RIGHT-OF-WAY OF LONE PINE STREET; THENCE ALONG SAID RIGHT-OF-WAY SOUTH 23°11'50" EAST, 46.89 FEET; THENCE LEAVING SAID RIGHT-OF-WAY AND ALONG SAID EAST LINE SOUTH 00°54'12" WEST, 427.20 FEET TO THE POINT OF BEGINNING. CONTAINING 9,486 SQUARE FEET OR 0.22 ACRES, MORE OR LESS. ALL LYING IN LOT 1 OF BRIARCLIFF SUBDIVISION IN THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 4, TOWNSHIP 28 NORTH, RANGE 21 WEST, CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI.

ALONG WITH A TEMPORARY CONSTRUCTION EASEMENT MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE AFOREMENTIONED LOT 1; THENCE ALONG THE SOUTH LINE OF SAID LOT 1, NORTH 89°05'48" WEST, 20.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID SOUTH LINE NORTH 89°05'48" WEST, 20.00 FEET; THENCE LEAVING SAID SOUTH LINE NORTH 00°54'12" EAST, 418.66 FEET; THENCE NORTH 23°11'50" WEST, 39.81 FEET; THENCE NORTH 89°05'48" WEST, 413.74 FEET TO A POINT ON THE WEST LINE OF SAID LOT 1; THENCE ALONG SAID WEST LINE NORTH 00°54'12" EAST, 15.00 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 1; THENCE ALONG SAID NORTH LINE SOUTH 89°05'48" EAST, 428.94 FEET TO A POINT LYING ON THE WESTERLY LINE OF THE ABOVE DESCRIBED SANITARY SEWER EASEMENT; THENCE ALONG SAID WESTERLY LINE THE FOLLOWING COURSES, SOUTH 23°11'50" EAST, 51.56 FEET; THENCE SOUTH 00°54'12" WEST, 422.93 FEET TO THE POINT OF BEGINNING. CONTAINING 15,650 SQUARE FEET OR 0.36 ACRES, MORE OR LESS.

STATE OF MISSOURI
KENT R. PETERSON
NUMBER LS-2659
PROFESSIONAL LAND SURVEYOR

12-27-2022



ANDERSON COA# 000062

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RILEY SHANTZ

SANITARY SEWER EASEMENT SKETCH

BATTLEFIELD ROAD, SPRINGFIELD, MO

DRAWN BY: BAC	FIELD BY: CB
DATE: 12-26-2022	FIELD BK: -
CLIENT NO: 22SP10326	DRAWING NO: 111690.DWG

From: lorie moore
To: Zoning@springfieldmo.gov
Subject: Chimney Rock Plat
Date: Wednesday, August 13, 2025 1:33:11 PM

Planning and Zoning,

I live at 3117 South Arcadia Avenue and, while I support the proposed replat for meeting requirements and avoiding access to Arcadia, I have serious concerns about the inclusion of a hammerhead turnaround, which is not required for fewer than 30 lots.
Given the history of the last plat—approved despite zoning statements that Arcadia Ave. could not be accessed, followed by the city attorney's claim that the city holds the right-of-way—this feature feels like a potential backdoor to future access. That past decision has eroded trust in the assurances given to residents. I urge the Commission to make clear, binding protections that the hammerhead will never be used to establish access to Arcadia Ave, preserving the original zoning intent and restoring public confidence.

Sincerely,
Mrs. Lorie Bruce

From:	Sonja Shaw
To:	Zoning@springfieldmo.gov
Subject:	Urgent Review Requested-Chimney Rock Revised Preliminary Plat
Date:	Wednesday, August 13, 2025 11:41:15 PM
Attachments:	forwardSGFCompPlan.pgs34-37.pdf

My name is Sonja Shaw and my family and I have lived in Chimney Hills Place for 19 years.

The Revised plat for Chimney Rock is an improvement in that the number of lots have decreased by 11. I am still concerned about the entrance to this subdivision on Mimosa Street; this street is not designed to safely accommodate the additional traffic this development would generate.
Also, 29 houses on 8.69 acres is still very dense and is vastly different from the adjoining Chimney Hills and Chimney Hills Place neighborhoods.

City staff has noted that it uses the Subdivision Code as well as Forward SGF Comprehensive Plan in making determinations of approval. I've attached pages 34-37 of the Forward SGF Comprehensive Plan which details specific guidelines for Transitions, Residential Neighborhoods, and specific guidelines for Placetype-Traditional Neighborhood which is what our neighborhood is classified as.

Page 34: Transition

The friction that sometimes exists within and along the edges of neighborhoods, commercial areas, or roadways can be mitigated through a variety of planning strategies and regulatory tools. Design standards appropriate for transition areas **should** include the following:

- **Preservation** of mature canopy and understory **trees**
- Utilizing **greater rear and side-yard setbacks** and/or a reduction in structure height of more intense uses

Page 36: Traditional Neighborhoods are comprised of post-war residential neighborhoods that contain predominantly single-family detached dwellings with **uniform setbacks**, building designs, and parcel sizes, that are **separated from dissimilar uses by distinct zoning boundaries and buffer yards**.

Page 37: 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.**

I respectfully request that a condition be made to the Revised Preliminary Plat to include the following:

Bufferyard Requirement:
A tree bufferyard should be provided along *all* portions of the plat that adjoin existing homes. Fortunately, this site already contains a significant number of mature canopy and understory trees in these areas. By incorporating these trees into the bufferyard, the development would meet the intent of the Forward SGF Comprehensive Plan, which emphasizes preservation of mature tree canopy as part of site design.

Preserving these trees will:

- **Enhance compatibility** with neighboring properties by maintaining privacy, visual screening, and neighborhood character.
- **Reduce stormwater runoff** and protect soil stability.
- **Support environmental sustainability** and the City's quality of place goals.
- **Save the developer money** by minimizing costly tree removal and reducing the need for new plantings. As mentioned by a representative for the developer in a previous meeting, construction costs have skyrocketed, so reducing costs for tree removal would be beneficial.

In short, this approach not only meets city planning objectives, it achieves them *more economically* while protecting one of the most valued features of this neighborhood, the established tree canopy.

I respectfully request a condition to establish greater rear setbacks.
Increasing the rear setbacks will provide a smoother transition between the proposed development and the adjoining neighborhoods, protect privacy for existing homeowners, and maintain the open character that defines this area. Larger setbacks also allow space for landscaping, tree preservation, and stormwater management features, further aligning with the Forward SGF Comprehensive Plan's goals for neighborhood compatibility and quality of place.

With respect and appreciation,

Sonja Shaw

LAND USE MIX

Primary land uses within a placetype are those that are most prominent and play a pivotal role in characterizing the placetype. Supporting land uses are less prevalent and serve an ancillary function that complements the primary land use. For example, the Residential Neighborhood placetype primarily consists of single-family detached homes; however, the neighborhood can also contain supporting uses such as low-intensity multifamily, institutional uses (such as schools or libraries), parks, or local-serving neighborhood commercial businesses and shops. The Land Use Matrix summarizes which land use fits into each placetype as a primary or supporting use as defined in each placetype description in the following pages.

Forward SGF provides a flexible guide for future land use decisions that allows the City to consider proposals for innovative development that are in line with overarching policies included in the Comprehensive Plan. The place-based plan is not necessarily concerned with the specific use of individual properties, but rather how those properties function together to create the desirable character and collective mix of uses that establish a "place" within Springfield.

The nine different placetypes in the City together accommodate a full range of land uses, from residential neighborhoods and commercial districts to industrial areas and regional open space. *Forward SGF* centers on the concept of establishing and maintaining unique and quality places that will be essential to the Springfield community's long term health and prosperity.

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 environmental.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, liveable 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.

The friction that sometimes exists within and along the edges of neighborhoods, commercial areas, or roadways can be mitigated through a variety of planning strategies and regulatory tools. Design standards appropriate for transition areas should include the following:

- Preservation of mature canopy and understory trees
- Burying and consolidating utilities in areas that do not conflict with tree preservation, landscaping or other bufferyard elements
- Utilizing greater rear and side-yard setbacks and/or a reduction in structure height of more intense uses
- Scaling-down or minimizing the height of exterior lighting, signage, and other building and site elements
- Increasing the intensity or massing of tree plantings, landscaping, fences, and bufferyard features
- Placement of impactful site elements such as access drives, building entrances, windows, refuse, and grease bins
- Utilization of berms, preservation of natural elevation changes, or screening to block headlights, mechanical equipment, or trash receptacles
- Acquisition of additional right of way or easements to screen and separate uses from intense public infrastructure and improvements
- Designing building and site elements to be architecturally compatible with surrounding area

PLACETYPES DIAGRAMS

Each placetype section includes a diagram that showcases an example of the placetype's development pattern. It is not intended to depict the only way a placetype can develop, rather showing an example of how the identified mix of uses could be accommodated within the placetype.

LAND USES

PLACETYPES	Single-Family Detached	Single-Family Attached	Multi-family	Parks & Open Space	Sports Complexes & Recreational Facilities	Urban Agriculture	Office, Hospitality, Retail Sales & Service	Neighborhood Commercial	Maker, Artisan & Innovation Spaces	Public & Private Schools & Places of Worship	Universities, Colleges & Vocational Schools	Government, Healthcare & Institutional Facilities	Personal Storage, Outdoor Sales & Service	Light Industry	Warehousing & Distribution Facilities	Heavy Industry & Manufacturing	Airport, Railroad & Freight Facilities
Residential Neighborhood	●	○	◇	○		◇		◇		○							
Mixed Residential	●	●	●	○		◇		◇		○							
Downtown			●	○	○	○	●		●	○	○	○					
Mixed-Use	○	○	●	○	○	○	●		●	○							
City Corridor			●	○	●	○	●		●	○	○	●	○				
Institutional & Employment Center			○	○	○	○	○		○	○	●	●					
Business Flex				○	○	○	○		●		○	○	●	●	●		○
Industry & Logistics				○		○	○		○		○		○	●	●	●	●
Urban Green Space & Recreation				●	●	○											

● **Primary Land Use:** More prominent and play a pivotal role in characterizing that placetype

○ **Supporting Land Use:** Less prevalent and serve to support the primary land use.

◇ **Low Intensity Supporting Land Use:** Less prevalent and serve to support the primary use at neighborhood scale

Forward SGF Top 10

COMPREHENSIVE CITY CODE UPDATE

The Comprehensive Plan establishes and assigns placetypes to all areas within the City and surrounding planning area. Each placetype assignment should be used to guide future land development and redevelopment, as well as more detailed or strategic planning at the district, corridor, or neighborhood level. Zoning and other related regulatory codes are used to implement the planning vision, at the parcel level. Multiple zoning districts can be present in the placetypes as long as they complement one another and support the general character of the placetype. The placetypes should serve as an essential tool in identifying needed updates to the City's zoning regulations and development standards. **Chapter 15: Implementation**, provides additional detailed guidance on how the City should use placetypes when updating development codes.

FUTURE PLACETYPES

Residential Neighborhood: Center City
Typically characterized by a diverse range of single-family homes with varying architectural styles, setbacks, and parcel sizes.

Residential Neighborhood: Traditional
Post-war residential neighborhoods that contain predominantly single-family detached dwellings with uniform setbacks, building designs, and parcel sizes.

Mixed Residential
Primarily higher density single-family attached and multifamily residential dwellings. This includes townhomes, rowhomes, duplexes, apartments, student housing, and single-family detached homes that have been converted into multiunit dwellings.

Downtown
Serves as the primary activity center of Springfield, containing a wide variety of uses, such as retail, entertainment, office, hospitality, institutional, multifamily residential, and public gathering spaces.

Mixed Use
Functions as small-scale activity centers that provide a mix of residential, shopping, service, office, entertainment, and dining options. They can include vertically stacked or horizontally laid out mixed of uses.

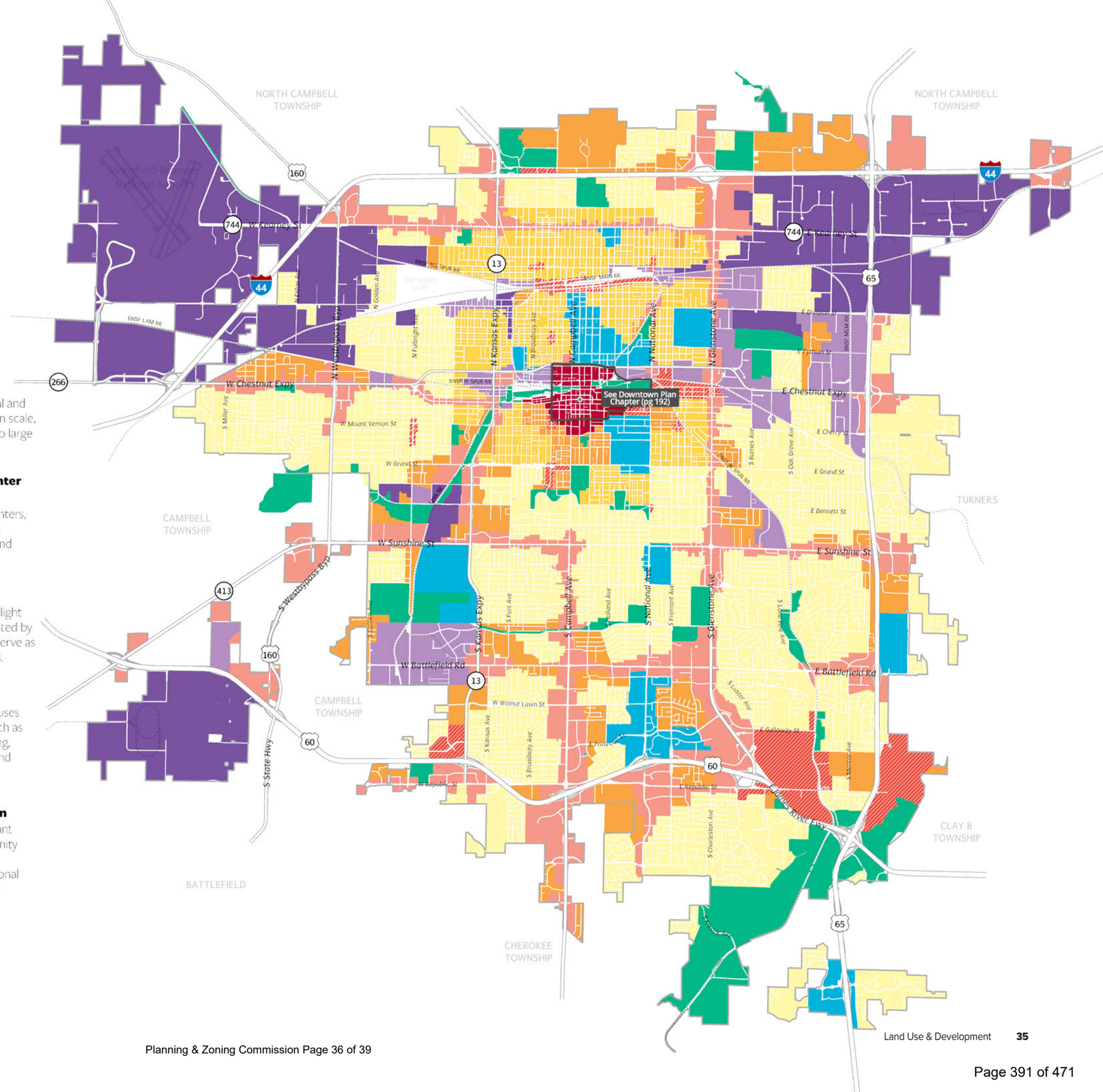
City Corridor
Predominantly consists of commercial and service-related development varying in scale, ranging from standalone businesses to large retail centers.

Institutional & Employment Center
Contains institutional uses, such as universities, museums, community centers, municipal facilities, and large religious complexes, as well as major medical and office parks.

Business Flex
Includes areas with an eclectic mix of light industrial and office uses, complemented by the occasional commercial use, that serve as centers of employment opportunities.

Industry & Logistics
Consists of light and heavy industrial uses dedicated to a range of industries, such as manufacturing, packaging, warehousing, storage, transportation, commerce, and distribution.

Urban Green Space & Recreation
Consists of Springfield's most significant natural areas as well as major community parks, sports complexes, recreational facilities, and community and educational centers that draw both residents and regional visitors.



RESIDENTIAL NEIGHBORHOODS

DESCRIPTION

Springfield's Residential Neighborhoods are among the community's greatest assets and one of the best opportunities to characterize a sense of place. Springfield has a variety of neighborhoods that were established over the City's history. Two distinct residential character areas have been identified for future planning purposes: the **Center City Neighborhood** and **Traditional Neighborhood** character areas.

New residential development, infill guidelines, and residential zoning will be guided by the character descriptions outlined below. These character areas should also be used to inform and guide the development of more focused and detailed planning conducted at the corridor, district, and neighborhood level. Center City Neighborhood design characteristics could be incorporated in either area, but Traditional Neighborhood design characteristics should be discouraged in the Center City area, where the prevailing neighborhood fabric and housing forms should be preserved and protected. It is critical that future development in both Residential Neighborhood placetypes complement the existing architecture and built form.

CENTER CITY NEIGHBORHOODS

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.

TRADITIONAL NEIGHBORHOODS

Traditional Neighborhoods are comprised of post-war residential neighborhoods that contain predominantly single-family detached dwellings with uniform setbacks, building designs, and parcel sizes, that are separated from dissimilar uses by distinct zoning boundaries and buffer yards. Housing in Traditional Neighborhoods range from bungalows to expansive ranch-style homes constructed with a variety of materials and methods. Neighborhood parks, schools, and churches are dispersed throughout to serve nearby residents. These neighborhoods can follow a gridded block pattern or curvilinear streets and are well connected internally with sidewalks and trails. Traditional Neighborhoods tend to be expansive, isolating residents from services and resources on the edges, often beyond walking distance.

Planning for Traditional Neighborhoods should strive to increase and integrate quality of place and complete neighborhood characteristics. These characteristics could include beautification efforts such as planting street trees, expanding connections and access to the greenway and trail system, and support for low-intensity multi-family, low-intensity neighborhood commercial, or a mix of uses to serve area residents. Multi-family, neighborhood commercial, or mixed use should be located on the edges of the greenway system, on higher classification roadways, or areas identified by residents during the neighborhood planning process. Preservation of residential housing and housing patterns should be prioritized where lots are predominately accessed from side or internal local streets.

Redevelopment of traditional single-family residential housing for higher-density housing or commercial should be limited to areas adjacent to identified activity centers, where circulation and access will not negatively affect the adjoining neighborhood.

LAND USES

PRIMARY USES

- Single-family detached

SUPPORTING USES

- Single-family attached
- Low-intensity multifamily
- Low-intensity, neighborhood commercial
- Parks, greenways, and open space
- Public and private schools and places of worship
- Low-intensity urban agriculture

CHARACTERISTICS

TRANSPORTATION & INFRASTRUCTURE

- 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.
- 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.
- 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.
- Alleys provide pedestrian connections, alternative access to rear yards, detached garages, and other approved accessory uses.
- 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.
- 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.
- 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:

- The main entrances of new residential developments are oriented towards the primary street.
- Preservation and adaptive reuse of neighborhood schools and surplus buildings are encouraged.
- 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.
- 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.
- New and infill buildings maintain the proportions and architectural features common in the existing block.
- 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:

- Residential subdivisions are designed and platted in more conventional layouts with shorter blocks.
- Lots have a variety of widths, depths, and setbacks creating unique identity from neighborhood to neighborhood.
- While not as common, attached and detached garages provide limited parking options and create a greater demand for on-street parking.
- Garages reflect the architectural style and scale of the primary buildings and are often setback well behind the front facade.
- 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.
- Properties and neighborhoods eligible for local historic designation are continually identified and preserved.
- 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.
- 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.
- Neighborhood parks, community centers, greenway or trailheads, museums, gardens, schools, and churches can serve as anchors for neighborhood commercial hubs.

Traditional Neighborhood

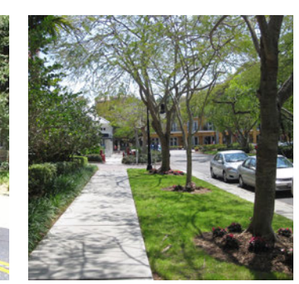
Urban design characteristics unique to Traditional Neighborhood character area include:

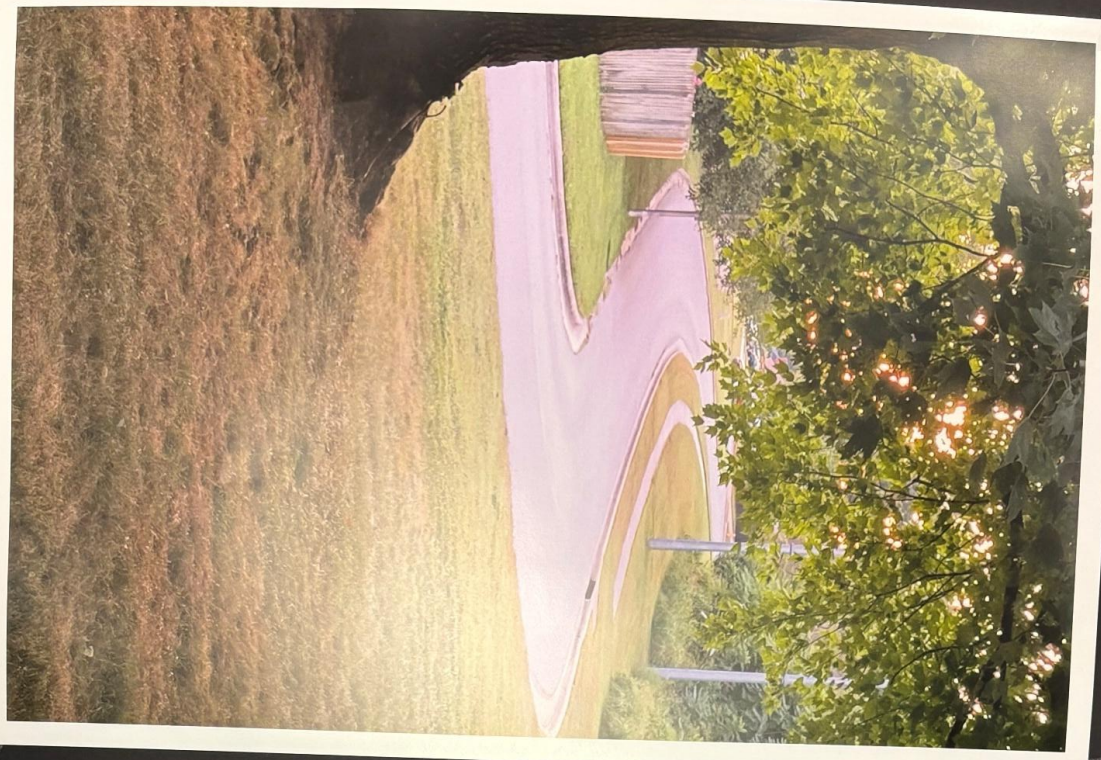
- Residential subdivisions are designed and platted with curvilinear streets in structured layouts that maximize use of land.
- Lots have uniform widths, depths, and setbacks that align with home sizes and densities.
- Attached garages are a standard element, typically integrated into the design of the home and make up a dominant part of the front elevation, reducing the on-street parking demands.
- Vehicular driveways are provided for each home and are accessed almost exclusively from the front or side street, limiting on-street parking opportunities.
- Neighborhoods are often self-regulated by covenants that limit use, size, and design of structures, as well as care and use of private amenities and common areas.

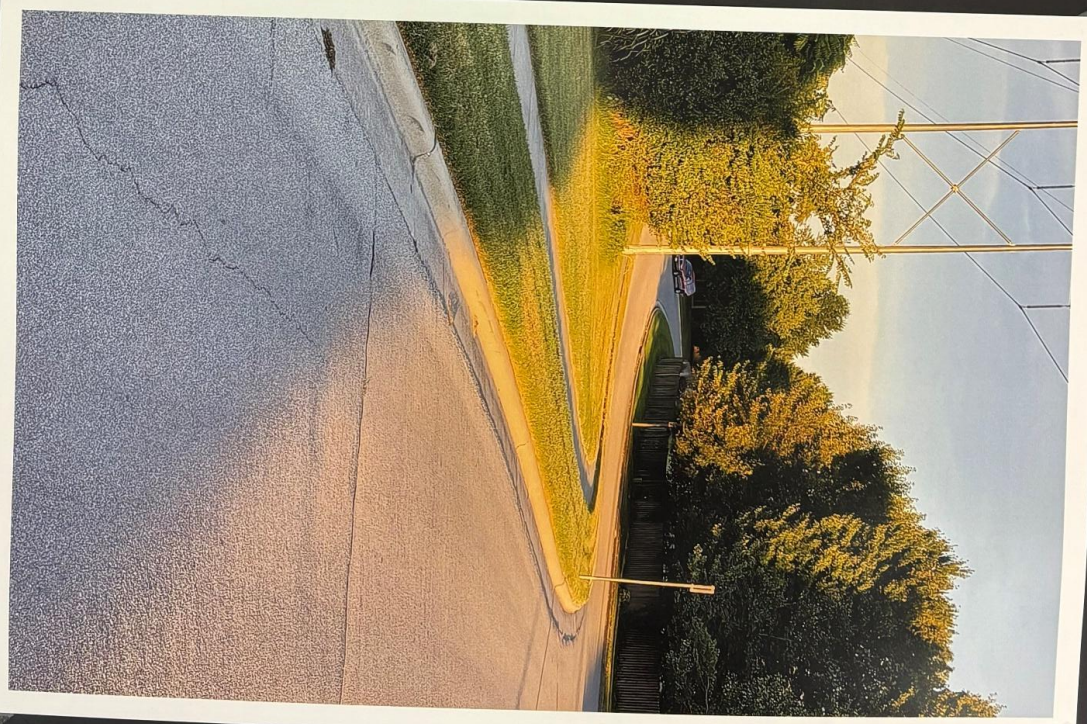
Transitions

- 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.
- Lower density residential uses are sufficiently screened and buffered between higher density housing and non-residential uses.
- 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 EXAMPLES







EXPLANATION TO COUNCIL BILL 2025-210 (HARDINGER)

FILED: 09/04/2025

ORIGINATING DEPARTMENT: Law

TITLE: A resolution approving the revised investment policy statement for the Police Officers' and Fire Fighters' Retirement Fund.

PURPOSE: To approve and adopt the revised master statement of investment policy for the Police Officers' and Fire Fighters' Retirement Fund.

BACKGROUND INFORMATION: Under Section 2-458 of the City Code, the Board of Trustees for the Police Officers' and Fire Fighters' Retirement Fund is tasked with developing a master statement of investment policy. Funds are then invested pursuant to the objectives, goals, and categories set forth in that investment policy statement. Any change to the investment policy statement is to be approved by City Council and the last time the Board submitted and Council approved a revised investment policy statement was in January of 2024 through Resolution 10741.

The Board of Trustee's investment consultant has recommended changes to the current investment policy statement to decrease the percentage of Fund assets that may be invested in alternative investments; increase the minimum percentage of the Fund that must be invested in public fixed income; increase the maximum percentage of the Fund that may be invested in public fixed income; and decrease the minimum percentage of the Fund that must be invested in public equity. The Board of Trustees for the Police Officers' and Fire Fighters' Retirement Fund has approved these recommendations and recommends that City Council approve these changes as well. Approval of the revised investment policy statement will allow the Board of Trustees to begin implementing the investment recommendations of the investment consultant.

The new, revised master statement of investment policy is attached to the Resolution as "Exhibit 1." Upon approval by City Council, it will replace the previous master statement of investment policy.

Submitted By: Lance Roskens, Springfield Police Officers' and Fire Fighters' Retirement System Board

Authorized for inclusion on the agenda pursuant to City Code section 2-33:
David Cameron, City Manager 09/16/2025

Attachments:
1. Resolution Approving New Pension Board IPS (1)
2. Ex. 1 New Investment Policy Statement 9-8-25

One-rdg. X
P. Hrngs. _____
Pgs. 14
Filed 09-16-25

Sponsored by Hardinger

COUNCIL BILL 2025-210 RESOLUTION _____

A RESOLUTION

APPROVING the revised investment policy statement for the Police Officers' and Fire Fighters' Retirement Fund.

WHEREAS, Section 2-458 of the City's Code grants the Board of Trustees of the Police Officers' and Fire Fighters' Retirement Fund ("Board") the authority to make investments of the fund's assets per the most recently approved investment policy statement approved by City Council; and

WHEREAS, the investment policy statement has not been revised since Resolution 10741 passed in January of 2024 and the Board seeks to update the investment policy to provide clarity of expectations and to adopt new allowed asset class ranges; and

WHEREAS, the Board approved changes to the new, revised investment policy statement at its meetings on August 14 and September 11, 2025, and recommended submission to City Council for Council's approval.

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

Section 1 – Having reviewed and considered the revised, master statement of investment policy dated August 14, 2025, which is attached hereto as "Exhibit 1," City Council hereby approves and adopts the revised investment policy statement.

Section 2 – The previous investment policy statement is repealed and replaced by the attached "Exhibit 1," the Investment Policy Statement dated August 14, 2025.

Section 3 – This Resolution shall be effective immediately upon adoption.

Passed at meeting: _____

_____
Mayor

Attest: _____, City Clerk

Filed as Resolution _____

Approved as to form: _____, Assistant City Attorney

Approved for Council action: _____, City Manager

Exhibit 1

CITY OF SPRINGFIELD POLICE OFFICERS' AND FIRE FIGHTERS' RETIREMENT SYSTEM

INVESTMENT POLICY STATEMENT

August 14, 2025

I. INTRODUCTION & PURPOSE

This Investment Policy Statement ("IPS") is established by the Board of Trustees of the City of Springfield Police Officers' and Fire Fighters' Retirement System ("Board") to set forth the investment policy and guidelines for the management of the investable assets of the City of Springfield Police Officers' and Fire Fighters' Retirement Fund ("Fund"), a defined benefit pension fund. The Fund was established to provide retirement benefits to the Police Officers and Fire Fighters employed by the City of Springfield ("City") and their beneficiaries. The City of Springfield has delegated the authority to supervise, manage and monitor the Fund to the Board.

This IPS serves to:

A. Define the purpose of the Fund including the broad investment philosophy, goals, policies, and specific objectives that govern the management of all assets;
B. Outline the duties and responsibilities of all involved parties;
C. Articulate guidelines, limitations, and strategies for diversification, acceptable levels of risk, expectations concerning return and liquidity, and the procedures for monitoring and control;
D. Provide criteria against which investment results will be measured;
E. Serve as a reference document to guide ongoing oversight.

The Board is responsible for the establishing the IPS and may amend it from time to time with approval of the City's City Council. The IPS is intended to allow sufficient flexibility to address changes in capital market conditions and objectives of the Fund.

II. STATEMENT OF RESPONSIBILITIES

The following parties associated with the oversight of the Fund shall discharge their respective responsibilities in accordance with all applicable laws, regulations, and fiduciary standards, including: (1) acting in the sole interest of the Fund; (2) using the care, skill, prudence and diligence under the circumstances then prevailing that a prudent person acting in like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and of like aims; and (3) diversifying the Fund's investments, taking into account risk of loss and opportunity for gain, changing market conditions, the Fund's liquidity needs, projected short- and long-term returns, and the overall objectives of the Fund. The responsibilities below are not meant to be

exhaustive as each party is bound by the City of Springfield Code and/or the specific guidelines laid out in their respective service contracts.

A. Board of Trustees

1. Establish and periodically review this IPS to ensure compliance and appropriateness, and as necessary, making appropriate changes.
2. Review Fund objectives and approving strategic asset allocation ("SAA") target(s) and allowable ranges.
3. Establish appropriate benchmarks and review and monitor the performance of the Fund and investment strategies through analysis, written reports and periodic meetings.
4. Provide final approval for manager selections.
5. Select and monitor the performance of external service providers.
6. Establish ad-hoc committees, as needed, and monitor their activities.

B. Fund Administrator

1. Support the Board, with the assistance of the investment consultant, in the approval of the SAA.
2. Facilitate meetings between the Board and any external service providers.
3. Evaluate and manage the relationships with external service providers to the Fund to ensure that they are providing all the necessary assistance as set forth in their service contracts.
4. Assist internal parties in the administration of the Fund, as needed.

C. Investment Consultant

1. Assist the Board in the development and periodic review of the IPS, including providing consultative advice on the SAA and allowable ranges.
2. Conduct due diligence on Managers (as defined below) and make hiring and firing recommendations to the Board with respect to Managers.
3. Monitor the performance of the Fund and all Managers for compliance with this IPS.
4. Provide a written report of Fund performance, Fund activity and Fund fees to the Board at least quarterly.
5. Communicate matters of investment policy, asset allocation, and Manager selection and performance to the Board in a timely manner.
6. Provide the Board with investment education as needed.
7. Attend meetings of the Board quarterly and ad-hoc meetings as needed.

D. Investment Manager ("Manager")

1. Per 2-459(b) of City Code, the Board will ensure that each Manager is registered as investment advisors with the United States Securities and Exchange Commission.

2. Pursuant to 2-459 of the Code the Board may delegate investment decisions to investment managers, provided that any investments made by the managers are consistent with and in accordance with the current IPS that has been approved by the Board and City Council.
3. Abide by the terms of any contract entered between the Board and the Manager.

E. Custodian

1. The City's Director of Finance shall be the treasurer and custodian of all money, securities, and other property of the Fund, subject to the control and direction of the Board. As prescribed by the Board, the Director shall keep separate books and complete accounts of the Fund.
2. The Director of Finance shall assist the Board in developing an investment policy statement and approve investments made pursuant to the IPS.
3. The Director of Finance shall recommend to the Board one or more third party custodian for the possession and custody of some or all of the retirement fund which is not in the possession and custody of any other investment or Manager.
4. Third party Custodians shall act in accordance with relevant custody agreements.

III. INVESTMENT OBJECTIVES AND RISK TOLERANCE

The Board is committed to: (1) preserving the capital of the Fund; (2) attaining an investment return that meets and/or exceeds the actuarial determined rate over the long-term; (3) maintaining sufficient diversification; and (4) complying with applicable law.

The Fund shall be managed in a prudent manner recognizing risk and return trade-offs. Accordingly, consistent with safety of principal over complete business/investment cycles, investments shall be chosen to maximize the return on invested assets based on the defined level of risk, which has been established based on an acceptable level of investment return volatility. The level of absolute risk is a result of the weights to asset classes as defined in Appendix A and the Managers selected to implement those mandates.

The Investment Objectives will be for the Fund, exclusive of contributions or withdrawals, to meet the actuarial determined rate over the long run and earn, through a combination of investment income and capital appreciation, a rate of return (time-weighted total return) that meets and/or exceeds the benchmarks established. Total percentage of overall Fund investments into the asset classes of Equities, Fixed Income, and Alternative Investments (as defined in Part V below) shall fall within the allowed ranges in Appendix A. Over the long-term, the Fund is expected to meet or exceed a custom index made up of the indices corresponding to the Target Allocations defined in Appendix A.

Fund cash flows will be monitored on a regular basis by the Board and sufficient liquidity shall be maintained to fund benefit payments and other Fund expenses.

IV. STRATEGIC ASSET ALLOCATION AND REBALANCING

The Board retains ultimate responsibility and authority to establish the SAA and allowable ranges for the Fund. The SAA, reflected in Appendix A, is purposely set at a broad level with respect to the asset classes, to allow the Board, with the assistance of the Investment Consultant, to seek relative opportunities within each category. Asset classes and included categories are defined in the subsequent section.

The Board will revisit the SAA periodically to ensure appropriateness. The Board, with advice from the Investment Consultant and Managers, will be responsible for rebalancing the asset allocation periodically to remain within the allowable ranges. If market fluctuations cause the Fund's asset allocations to fall outside the ranges set forth in Appendix A, the Investment Consultant will notify the Board of the variance and make a recommendation to bring the assets back within policy ranges within a reasonable time. The Board acknowledges that given the less liquid nature of the alternative assets, such variances may occur naturally and may require a period for remedy. Furthermore, there is recognition that implementation of a new policy immediately is impossible especially for alternative assets, as such implementation grace periods are anticipated.

V. ASSET CLASS DEFINITIONS

A. **Equities** include publicly traded securities issued across all markets, including (but not limited to) the United States and other developed countries, as well as emerging and frontier countries. Sub-allocations may include country- or sector-specific strategies, as well as those identified by specific style or market capitalization factors. Allowable securities include common stocks, structured notes on market indices, convertible notes and bonds, convertible and non-convertible preferred stocks, American Depository Receipts (ADRS), and covered calls.

B. **Alternative Investments** generally includes, but is not limited to:

1. Hedge Funds – active management strategies that serve as a diversifier to traditional long-only investments (e.g., public equities and fixed income) as well as private markets investments (e.g., private equity and credit, etc.);
2. Private Markets –limited partnership interests in funds investing in the equity or debt structure of non-publicly traded companies. These interests are typically of an illiquid nature, requiring multi-year lock-ups of capital;

3. Real Assets includes publicly traded funds and/or limited partnership interests in funds investing in tangible and intangible hard assets (e.g., real estate, infrastructure, natural resources, commodities, etc.). This category is intended to include open-end as well as closed end strategies that may involve illiquidity and lock-ups similar to private-equity style investments.

C. **Fixed Income Assets**, and more specifically, core fixed income includes investment-grade domestic fixed income management style typified by the Bloomberg Barclays Aggregate Bond Index. Allowable securities include U.S. Government and agency securities, corporate notes and bonds, mortgage-backed securities, preferred stock, below investment grade, and debt issuances of foreign governments and corporations. Core plus fixed income management styles which allow for some tactical exposures to below investment grade, foreign, and/or varying durations. Return-seeking fixed income refers to specific exposures to foreign, high yield, related multi-asset fixed income strategies exhibiting potential volatility materially greater than the Core category. Investments in this segment may potentially be below investment-grade. Allowable securities include all those previously listed as well as specifically high yield, bank loans, foreign and emerging market debt denominated in both hard and local currencies, and structured credit. Cash & Equivalents, which includes Treasury bills, money market funds, commercial paper, bankers' acceptances and certificates of deposit, are also considered Fixed Income Assets.

VI. INVESTMENT GUIDELINES

Each Manager must have in place detailed investment guidelines appropriate to their mandate and role in this portfolio. The Board, with the assistance of the Investment Consultant, will be responsible for establishing guidelines for Managers of separately managed accounts.

A. Managers of commingled trusts, mutual funds, partnerships and commingled funds will be subject to the guidelines set forth in their prospectus or offering memorandum, which the Investment Consultant will evaluate in their selection and monitoring efforts to ensure appropriateness for the Fund.

When entering into agreements with Managers, the Board will endeavor to ensure that such contracts contain terms providing, generally, for the following:

B. Proxies: Each Manager shall have the sole and exclusive right, unless specifically directed by the Board with respect to a particular issue or holding, to vote any and all proxies solicited in connection with the securities held by the Fund under their management and shall vote proxies in a manner consistent with their

fiduciary responsibility in the best interest of the Fund and its participants and beneficiaries. Each Manager shall keep records with respect to its voting decisions and promptly submit a report summarizing votes cast to the Board and/or Investment Consultant when requested, if not otherwise periodically provided.

C. Trading and Execution: As fiduciaries, Managers shall have a duty of "best execution" to seek the most favorable terms reasonably available under the circumstances. Best execution is not necessarily the lowest possible commission cost, but rather the best qualitative execution, including commission rates, execution capability, financial responsibility and responsiveness to the Fund and Investment Consultant.

Allowances:

A. Investment vehicles allowed include mutual funds, ETFs, ETNs, commingled funds, limited partnerships, separate accounts, and such institutional vehicles of a related nature. Investment types within each vehicle may include individual stocks, sovereign and agency bonds and notes, corporate bonds, real estate, and commodities.

VII. PERFORMANCE MONITORING AND EVALUATION

A. Reporting: Quarterly performance reports will be provided to the Board by the Investment Consultant and will include investment performance of the total Fund as well as asset class components and Managers. The Fund will use this information to evaluate the extent to which investment results are consistent with the objectives, goals and guidelines set forth in this statement. Monthly performance reports may also be provided as preliminary assessments of investment returns for the total Fund as well as the investment strategies capable of providing monthly valuations.

B. Portfolio Benchmarks: The Investment Consultant will create a policy benchmark designed to track the Policy Targets which is aligned with the asset classes represented in Appendix A.. To the extent the Board seeks to revise Appendix A, then such changes will need to be approved by City Council before becoming effective.

C. Manager Benchmarks: The Board, with the assistance of the Investment Consultant, will establish appropriate benchmarks for each Manager according to their style and intended role in the portfolio. The Investment Consultant will be responsible for tracking Manager benchmark deviations relative to Policy Index and ensuring the tracking risk is appropriate and intended and will provide necessary attribution and education to the Board, as needed.

D. Monitoring:

1. The Investment Consultant has the responsibility to monitor the activities of all Managers. The Board will monitor external third-party service providers such as the Administrator and Board Secretary.
2. The Board and the Consultant have responsibility to monitor the overall risk of the Fund as well as the performance and risk taken by Managers. Additionally, the Investment Consultant shall monitor all Managers' personnel, strategy, research capabilities, organizational and business matters, and other qualitative factors that may impact their ability to achieve the desired investment results.
3. The Board has the authority to terminate a Manager for any reason including failure to adhere to their mandate or guidelines, unacceptable performance or risk exposures, significant qualitative changes, or simply a preference for a different Manager.

VIII. Adoption of Policy

This statement of investment policy, has been approved and executed by the Trustees on this _____ day of _____, 20__.

_____

_____
[City of Springfield Police Officers' and Fire Firefighters' Retirement System – President]

Appendix A: Policy Targets and Allowable Ranges

Asset Class	Policy Target Weight	Allowable Ranges
U.S. Equity Non-U.S. Equity		
Public Equity	**30%**	**20 – 50%**
Infrastructure Real Estate Private Credit Private Equity		
Alternative Investments	**7%**	**0 – 25%**
Multi-Asset Credit Core Fixed Income		
Public Fixed Income	**63%**	**35 – 75%**
Total Allocation	**100%**	

EXPLANATION TO COUNCIL BILL 2025-211 (JENSON)

FILED: 09/03/2025

ORIGINATING DEPARTMENT: Public Works

TITLE: A special ordinance approving the plans and specifications for the Scenic Avenue Bridge over Wilson's Creek project; accepting the bid of Hartman & Company, Inc. for construction of the project in the amount of $3,087,450; authorizing the City Manager, or designee, to enter into a contract with such bidder; and declaring this Ordinance qualifies for approval in one reading pursuant to Section 2.16(25) of the City Charter.

PURPOSE: Approving the plans and specifications for Scenic Bridge Over Wilson's Creek project, accepting the bid of Hartman and Company, Inc., for construction of the Scenic Bridge Over Wilson's Creek project ("Exhibit A"), authorizing the City Manager, or his designee, to enter a contract ("Exhibit B") with such bidder, making any applicable changes to the Capital Improvement Plan ("CIP"), and declaring that this bill qualifies for approval in one reading.

BACKGROUND INFORMATION: This project consists of removing and replacing the Scenic Bridge located over Wilson's Creek. Additionally, the project includes installation of a trail connection from the bridge to the existing Greenway trail under the bridge.

Bids were solicited for this project by advertising in the *Daily Citizen* from August 1, 2025, through August 28, 2025. Bids were opened for the project at 10:30 a.m. on August 28, 2025, with the following bids received:

Contractor	**Bid Amount**
Hartman & Company, Inc.	$3,087,450
Emery Sapp & Sons, Inc.	$3,583,645.31
Engineer's Estimate	*$2,614,184.50*

The low bid for the project was $473,265.50 above the Engineer's Estimate. Public Works considers the bid reasonable given the scope of work in and near an active stream, current market volatility, and the similarity between the two bids received. Rebidding would further delay a project already postponed due to coordination with the MoDOT Sunshine bridge closure. Also, considering alternate bridge designs to reduce cost would further increase design cost, further delay the project, and would likely not yield any significant cost savings.

The low bid, if accepted, will be funded by the 1/4-cent Capital Improvement Sales Tax and the 1/8-cent Transportation Sales Tax from funds already budgeted.

As this Ordinance authorizes the acceptance of a bid and entering into a contract with the successful bidder, we request that it be passed as a one-reading bill under City Charter Section 2.16(25).

Supports the following City Council Priorities:

- Public Safety
- Quality of Place

REMARKS: Public Works recommends acceptance of the bid of Hartman and Company, Inc., as the lowest responsible bid and passage of this ordinance.

Submitted By: Brett Foster, Assistant Director of Public Works

Authorized for inclusion on the agenda pursuant to City Code section 2-33:
Maurice S. Jones, Deputy City Manager 09/12/2025

Attachments:
1. Scenic Bridge Bid_ord
2. Scenic Bridge Bid_exhA_Map
3. Scenic Bridge Bid_exhB_Agree

One-rdg. X
P. Hrngs. _____
Pgs. 13
Filed: 09-16-25

Sponsored by: Jenson

First Reading: _____ Second Reading: _____

COUNCIL BILL 2025-211 SPECIAL ORDINANCE _____

AN ORDINANCE

APPROVING the plans and specifications for the Scenic Avenue Bridge over Wilson's Creek project; accepting the bid of Hartman & Company, Inc. for construction of the project in the amount of $3,087,450; authorizing the City Manager, or designee, to enter into a contract with such bidder; and declaring this Ordinance qualifies for approval in one reading pursuant to Section 2.16(25) of the City Charter.

_____

WHEREAS, the City desires to remove and replace the Scenic Avenue Bridge located over Wilson's Creek and to install a trail connection from the bridge to the existing Greenway trail under the bridge, referred to herein as the "Project" and depicted in "Exhibit A," attached hereto and incorporated herein by reference; and

WHEREAS, bids for the Project were solicited by advertisement in the *Daily Citizen* from August 1, 2025 through August 28, 2025, with bids opened on August 28, 2025; and

WHEREAS, Hartman & Company, Inc. is the lowest responsive and responsible bidder for the Project, with a bid of $3,087,450; and

WHEREAS, this Project will be funded by the 1/4-cent Capital Improvement Sales Tax and the 1/8-cent Transportation Sales Tax, and all funds are already budgeted.

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

Section 1 – City Council hereby approves the plans and specifications for the Scenic Avenue Bridge over Wilson's Creek Project, a copy which is on file with the Director of Public Works.

Section 2 – City Council hereby accepts the bid of Hartman & Company, Inc. for said Project, at the price and sum not to exceed $3,087,450, contingent upon availability of appropriated funds.

Section 3 – The City Manager, or designee, is hereby authorized to enter into a contract with said bidder in substantial conformity with the Agreement attached hereto and incorporated herein as “Exhibit B,” and to accept the terms of the bid, the plans, and the specifications.

Section 4 – All workers performing work under the Agreement shall be paid a wage of no less than the prevailing hourly rate of wages for work of a similar character in this locality or the public works contracting minimum wage, whichever is applicable. Contractor shall fully comply with the provisions and requirements of the Missouri State Prevailing Wage Law. Contractors and any subcontractor performing work under this contract must provide a 10-hour OSHA construction safety training program, or similar program approved by the Department of Labor, for on-site employees, unless employees demonstrate they previously completed the program.

Section 5 - City Council hereby finds and declares that this Ordinance may be passed as a one-reading ordinance under City Charter Section 2.16(25) as it relates to acceptance of a bid and entry into a contract with the successful bidder. 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

Plan# 2018PW0068

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

ROUTING ORDER	(1) ORIGINATING DEPARTMENT	(2) CONTRACTOR	(3) FINANCE DEPARTMENT
	(4) LAW DEPARTMENT	(5) CITY MANAGER'S OFFICE	(6) CITY CLERK'S OFFICE
EFFECTIVE DATE	**TERMINATION DATE**	**CONTRACT NUMBER:**	
CITY		**CONTRACTOR**	
City of Springfield **840 N. Boonville Ave, P.O. Box 8368** **Springfield, MO 65802** **Phone: (417) 864-2069** **Attn: Leree Reese, Public Works**		**NAME: Hartman and Company, Inc.** **ADDRESS: 1200 E Wodhurst J-200** **Springfield, MO 65804** **Phone: 417-882-2062** **Attn: Mary Beth Hartman**	

AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of _____, 20____, by the parties identified above.

WITNESSETH: That whereas, the Contractor has become the lowest responsible bidder for furnishing the supervision, labor, tools, equipment, materials and supplies and for constructing the following City improvements:

Scenic Avenue Bridge Over Wilson's Creek
Plan No. 2018PW0068

The City and Contractor agree to the following:

1. Manner and Time for Completion. The Contractor will furnish all supervision, labor, tools, equipment, materials and supplies necessary to perform, and to perform said work at Contractor's own expense in accordance with the contract documents and any applicable City ordinances and state and federal laws within 120 calendar days from the date Contractor is ordered to proceed.

2. Prevailing Wages. All workers performing work under this Contract shall be paid a wage of no less than the "prevailing hourly rate of wages" for work of a similar character in this locality or the public works contracting minimum wage, whichever is applicable, as set out in the Wage Order attached to and made part of the specification for work under this Contract. If at any time the Contractor is found to not have paid prevailing wages, the Contractor shall forfeit as a penalty to the City one hundred dollars for each calendar day or portion of a calendar day for each worker paid less than the stipulated required rates for any work done under this Contract by the Contractor or by any subcontractor under the Contractor. Notwithstanding the foregoing, if the engineer's estimate of the total project cost or the bid accepted by the City is $75,000.00 or less, then all labor utilized in the construction of the improvements shall not be required to pay the "prevailing rate of wages" or the public works minimum wage. However, if the project becomes subject to a change order that increases the total project cost to more than $75,000.00, a "prevailing hourly rate of wages" or the public works contracting minimum wage, whichever is applicable, shall be paid for all labor utilized in the construction of the improvements but only for that portion of the project which exceeds $75,000.00.

3. Insurance Requirements. Without limiting any of the other obligations or liabilities of the Contractor, the Contractor shall secure and maintain at its own cost and expense, throughout the duration of this Contract and until the work is completed and accepted by the City of Springfield, City Utilities of Springfield, and the Board of Utilities, insurance of such types and in such amounts as may be necessary to protect it and the interests of the City of Springfield, City Utilities of Springfield, and the Board of Utilities, against all hazards or risks of loss as hereunder specified or which may arise out of the performance of the Contract Documents. The form and limits of such insurance, together with the underwriter thereof in each case, are subject to approval by the City of Springfield, City Utilities of Springfield, and the Board of Utilities. Regardless of such approval, it shall be the responsibility of the contractor to maintain adequate insurance coverage at all times during the term of the Contract. Failure of the Contractor to maintain coverage shall not relieve it of any contractual responsibility or obligation or liability in general or under the Contract Documents.

The certificates of insurance, including evidence of the required endorsements hereunder or the policies, shall be filed with the City within ten (10) days after the date of the receipt of Notice of Award of the Contract to the Contractor and prior to the start of work. All insurance policies shall require that the insurance company in question provide thirty (30) days written notice prior to modification or cancellation of such insurance. Such notices shall be mailed, certified mail, return receipt requested, to:

City of Springfield - Public Works, P.O. Box 8368, Springfield, MO 65801-8368; and

City Utilities of Springfield, P.O. Box 551, Springfield, MO 65801

As of January 1, 2022, the minimum coverage for the insurance referred to herein shall be as set out below:

a. Workers' Compensation…. Statutory coverage per RSMo 287.010 et seq
Employer's Liability……. $1,000,000.00

b. Commercial General Liability Insurance, including coverage for Premises, Operations, Products and Completed Operations, Contractual Liability, Broad Form Property Damage, Independent Contractors, Explosion, Collapse, and Underground Property Damage and endorsed for blasting if blasting required. Such coverage shall apply to bodily injury and property damage on an "Occurrence Form Basis" with limits of at least Three Million and 00/100 Dollars ($3,000,000) for all claims arising out of a single accident or occurrence. Contractor agrees that the proceeds of such insurance policy shall first be used to pay any award, damages, costs, and/or attorneys' fees incurred by or assessed against City, its employees, officers and agents, before payment of any award, damages, costs or attorneys fees of Contractor, its employees, officers or agents. Contractor agrees to cause its insurer to name City as an additional insured on such insurance policy, including the City as an additional insured for coverage under its products-completed operations hazard, and said policy shall be primary and noncontributory. Aggregate Limit must apply on a Per Project basis, and the endorsement must accompany the certificate of insurance. A Waiver of Subrogation endorsement must be provided by contractor in favor of the City**.**

c. Automobile Liability Insurance covering bodily injury and property damage for owned, non-owned and hired vehicles, with limits of at least Three Million and 00/100 Dollars ($3,000,000) for all claims arising out of a single accident or occurrence. Contractor agrees to cause its insurer to name City as an additional insured on such insurance policy.

d. Owner's and Contractor's Protective Liability Insurance to protect the City, its agents, servants and employees from claims which may arise from the performance of this Contract, with limits of at least Three Million and 00/100 Dollars ($3,000,000) for all claims arising out of a single accident or occurrence.

The Owner's and Contractor's Protective Liability Insurance must:

(1) Be a separate policy with the named insured being: The City of Springfield; and

(2) Be with the same insurance company with which the Contractor carrier its Commercial General Liability Insurance; and

(3) Contain an endorsement that disclaims coverage for any claim barred by the doctrines of sovereign immunity or official immunity, except attorney's fees and other litigation costs incurred in defending a claim. Nothing contained in this policy (or this endorsement thereto) shall constitute any waiver of whatever kind of these defenses or sovereign immunity or official immunity for any monetary amount whatsoever.

e. Builders Risk Insurance for contracts involving unoccupied structures. The Contractor shall secure All Risk Builder's Risk Insurance. Unless specifically authorized by the City, the amount of such insurance shall not be less than the total contract price. The policy shall name as insured the Contractor and the City of Springfield.

f. Subcontracts. In case any or all of this work is sublet, the Contractor shall require the subcontractor to procure and maintain all insurance required in subparagraphs (a), (b) and (c) hereof and in like amounts. Contractor shall require any and all subcontractors with whom it enters into a contract to perform work on this project to protect the City of Springfield, City Utilities of Springfield, Missouri, and the Board of Utilities through insurance against applicable hazards or risks and shall, upon request of the City, provide evidence of such insurance.

g. Notice. The Contractor and/or subcontractor shall furnish the City prior to beginning the work, the policy as specified in subparagraph (d), and satisfactory proof of carriage of all the insurance required by this contract, with the provision that policies shall not be canceled, modified or non-renewed without thirty (30) days written notice to the City of Springfield.

h. Legislative or Judicial Changes. In the event the scope or extent of the City's tort liability as a governmental entity as described in Section 537.600 through 537.650 RSMo is broadened or increased during the term of this agreement by legislative or judicial action, the City may require Contractor, upon 10 days written notice, to execute a contract addendum whereby the Contractor agrees to provide, at a price not exceeding Contractor's actual increased premium cost, additional liability insurance coverage as the City may require to protect the City from increased tort liability exposure as the result of such legislative or judicial action. Any such additional insurance coverage shall be evidenced by an appropriate certificate of insurance and shall take effect within the time set forth in the addendum.

4. Contractor's responsibility for subcontractors. The Contractor shall be as fully responsible to the City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons it directly employs. Contractor shall cause appropriate provisions to be inserted in all subcontracts relating to this work, to bind all subcontractors to Contractor by all the terms herein set forth, and insofar as applicable to the work of subcontractors and to give Contractor the same power regarding termination of any subcontract as the City may exercise over Contractor under any provisions of this contract. Nothing contained in this contract shall create any contractual relation between the subcontractor and the City or between any subcontractors.

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

6. Liquidated Damages. Time of completion of work by the Contractor is of the essence. Should Contractor, or in the case of default, the surety, fail to substantially complete the work within the time specified in the contract, or within such extra time as may be allowed, Contractor (or surety) shall be liable to the City in the amount of $3,800 per day for each and every calendar day that the contract remains uncompleted after the time allowed for substantial completion, as liquidated damages, and not as a penalty, it being stipulated that actual damages to the City and the public arising from Contractor's failure to timely complete the work would be difficult, if not impossible, to ascertain. The amount assessed as liquidated damages may be withheld from any moneys otherwise due to Contractor from the City. The project is not considered complete until final acceptance by the City. After substantial completion, liquidated damages for failure to complete the remaining work shall be in the amount specified in the General Conditions, unless an amount is provided in the Job Special Provision, in which case, the Job Special Provision amount will apply.

7. Termination for Cause. The City reserves the right to terminate this contract by giving at least five (5) days prior written notice to the Contractor, without prejudice to any other rights or remedies of the City should the Contractor be adjudged a bankrupt, or if Contractor should make a general assignment for the benefit of its creditors, or if a receiver should be appointed for Contractor or for any of its property, or if Contractor should persistently or repeatedly refuse or fail to supply enough properly skilled workmen or proper material, or if Contractor should refuse or fail to make prompt payment to any person supplying labor or materials for the work under the contract, or persistently disregard instructions of the City or fail to observe or perform any provisions of the contract.

8. City's Right to Proceed. In the event this contract is terminated pursuant to Paragraph 8, then the City may take over the work and prosecute the same to completion, by contract or otherwise, and Contractor and its sureties shall be liable to the City for any costs over the amount of this contract thereby occasioned by the City. In any such case, the City may take possession of, and utilize in completing the work, such materials, appliances and structures as may be on the work site and are necessary for completion

of the work. The foregoing provisions are in addition to, and not in limitation of, the rights of the City under any other provisions of the contract, city ordinances, and state and federal laws.

9. Termination for Convenience of City. The City shall have the right at any time by written notice to Contractor to terminate and cancel this contract, without cause, for the convenience of the City, and Contractor shall immediately stop work. In such event City shall not be liable to Contractor except for payment for actual work performed prior to such notice in an amount proportionate to the completed contract price and for the actual costs of preparations made by Contractor for the performance of the cancelled portions of the contract, including a reasonable allowance of profit applicable to the actual work performed and such preparations. Anticipatory profits and consequential damages shall not be recoverable by Contractor.

10. Guards and Lights. The Contractor agrees that during the performance of said work, adequate barricades, guards and warning signs, lights or devices consistent with the requirements contained in the Manual on Uniform Traffic Control Devices shall be provided by Contractor during construction.

11. Liability and Indemnity.

a. In no event shall the City be liable to the Contractor for special, indirect, or consequential damages, except those caused by the City's gross negligence or willful or wanton misconduct arising out of or in any way connected with a breach of this contract. The maximum liability of the City shall be limited to the amount of money to be paid or received by the City under this contract.

b. The Contractor shall defend, indemnify and save harmless the City, its elected or appointed officials, agents and employees from and against any and all liability, suits, damages, costs (including attorney fees), losses, outlays and expenses from claims in any manner caused by, or allegedly caused by, or arising out of, or connected with, this contract, or the work or any subcontract thereunder (the Contractor hereby assuming full responsibility for relations with subcontractors), including, but not limited to, claims for personal injuries, death, property damage, or for damages from the award of this contract to Contractor, notwithstanding any possible negligence, whether sole or concurrent, on the part of the City, its officials, agents and employees.

c. The Contractor shall indemnify and hold the City harmless from all wages or overtime compensation due any employees in rendering services pursuant to this agreement or any subcontract, including payment of reasonable attorneys' fees and costs in the defense of any claim made under the Fair Labor Standards Act, the Missouri Prevailing Wage Law or any other federal or state law.

d. The indemnification obligations of Contractor hereunder shall not be limited by any limitations as to the amount or type of damages, compensation or benefits payable by or for the Contractor, under any federal or state law, to any person asserting the claim against City, its elected or appointed officials, agents and employees, for which indemnification is sought.

e. The indemnification obligations herein shall not negate, abridge or reduce in any way any additional indemnification rights of the City, its elected or appointed officials, agents and employees, which are otherwise available under statute, or in law or equity.

f. Contractor affirms that it has had the opportunity to recover the costs of the liability insurance required in this agreement in its contract price. Contractor's obligation under this agreement to defend, indemnify, and hold harmless any person from that person's own negligence or wrongdoing is limited to the coverage and limits of the applicable insurance required of the Contractor under this agreement.

g. The Contractor shall indemnify and hold the City harmless for any penalties, fines, fees or costs, including costs of defense, which are charged or assessed by any Federal, state or local agency including, but not limited to, Environmental Protection Agency or Department of Natural Resources.

12. Attorney Fees. In the event of any litigation arising from breach of this Agreement the City shall be entitled to recover from the Contractor all reasonable costs incurred for such litigation, including staff time, court costs, attorney fees, and all other related expenses incurred in such litigation.

13. Payment for Labor and Materials. The Contractor agrees and binds itself to pay for all labor done and for all the materials used in the construction of the work to be completed pursuant to this contract.

14. Payment. The City will pay the Contractor in accordance with the rate set forth in the contract documents on file in the Public Works Department and by this reference made a part hereof, which shall constitute full and complete compensation for the Contractor's work provided hereunder. It is expressly understood that in no event will the total compensation and reimbursement to be paid to the Contractor under the terms of this contract exceed the sum of **Three Million Eighty Seven Thousand Four Hundred Fifty Dollars and No Cents ($3,087,450.00)** unless specifically and mutually agreed to in writing by both the City and the Contractor. No partial payment to the Contractor shall operate as approval of acceptance of work done or materials furnished hereunder. Such compensation will be paid in progress payments (less five (5) percent retainage), as established by the City, subject to receipt of a requisition for payment and a statement of work provided by the Contractor and agreement by both the City and the Contractor that the Contractor has fully performed the work to be paid for in such progress payments in conformance with the contract.

15. Contract Documents. The contract documents shall consist of the following:

- **a.** This Contract
- **b.** All Change Orders
- **c.** Bid Plans and Specifications
- **d.** City of Springfield Standard General Conditions and Technical Specifications for Public Works Construction (most recent edition as of this project's first date of advertisement)
- **e.** Special Conditions & Provisions
- **f.** Proposal
- **g.** Statement of Bidder's Qualifications
- **h.** Acknowledgment
- **i.** Performance Bond
- **h.** Payment and Material Bond
- **k.** Instructions to Bidders
- **l.** Non-collusion Affidavit
- **m.** Notice to Proceed

This contract, together with the other documents enumerated in this paragraph, forms the contract between the parties. These documents are as fully a part of the contract as if attached hereto or repeated herein.

16. Subsurface Conditions. Contractor agrees that information contained in the published reports and public actions of the Missouri Division of Geology and Land Survey shall be conclusive and binding upon the Contractor as to what subsurface conditions at the job site are reasonably anticipated or reasonably foreseeable.

17. Conflict of Interest. In accepting this contract, Contractor certifies that no member or officer of its firm or corporation is an officer or employee of the City of Springfield, Missouri, or any of its boards or agencies, and further that no officer or employee of the City has any financial interest, direct or indirect, in this contract. All applicable federal regulations and provisions of RSMo. Section 105.450 et seq. shall not be violated.

18. Assignment. The Contractor shall not assign any interest in this contract, and shall not transfer any interest in the same (whether by assignment or novation), without prior written consent of the City thereto, provided, however, that claims for money due or to become due to the Contractor from the City under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of such assignment or transfer shall be furnished in writing promptly to the City and the bond surety. Any such assignment is expressly subject to all rights and remedies of the City under this agreement, including the right to change or delete activities from the Contract or to terminate the same as provided herein, and no such assignment shall require the City to give any notice to any such assignee of any actions which the City may take under this agreement.

19. Nondiscrimination. The Contractor agrees in the performance of this Contract not to discriminate on the ground or because of race, color, religion, sex, sexual orientation, gender identity, national origin, age, status as a protected veteran or status as a qualified individual with a disability, or political opinion or affiliation, against any employee of Contractor or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder. The parties hereby incorporate the requirements of 41 C.F.R. §§ 60-1.4(a)(7), 29 C.F.R. Part 471, Appendix A to Subpart A, 41 C.F.R. § 60-300.5(a) and 41 C.F.R. § 60-741.5(a), if applicable.

a. This contractor and subcontractor shall abide by the requirements of 41 C.F.R. § 60-300.5(a). This regulation prohibits

discriminations against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.

b. This contractor and subcontractor shall abide by the requirements of 41 C.F.R. § 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

20. Nonresident/Foreign Contractors. The Contractor shall procure and maintain during the life of this contract:

a. If the Contractor is a foreign corporation, a certificate of authority to transact business in the State of Missouri from the Secretary of State, unless exempt pursuant to the provisions of Section 351.570 RSMo.

b. A certificate from the Missouri Director of Revenue evidencing compliance with the transient employer financial assurance law, unless exempt pursuant to the provisions of Section 285.230 RSMo.

21. Notices. All notices required or permitted hereinunder and required to be in writing may be given by FAX or by first class mail addressed to City and Contractor at the addresses shown above. The date of delivery of any notice given by mail shall be the date falling on the second full day after the day of its mailing. The date of delivery of notice by FAX transmission shall be deemed to be the date transmission occurs, except where the transmission is not completed by 5:00 p.m. on a regular business day at the terminal of the receiving party, in which case the date of delivery shall be deemed to fall on the next regular business day for the receiving party.

22. Occupational License: The Contractor shall obtain and maintain an occupational license with the City of Springfield, Missouri, if required by city code and any required state or federal license. The cost for this occupational license shall be borne by the Contractor. No contract will be executed by the City until this occupational license has been obtained and that the Contractor is current on any City taxes is verified.

23. Safety Training. Pursuant to Missouri Revised Statute Section 292.675, Contractors and subcontractors who sign a contract to work on public works projects must provide a 10-hour OSHA construction safety program, or similar program approved by the Department of Labor and Industrial Relations, to be completed by their on-site employees, unless such employees hold documentation of prior completion of the program, within sixty (60) days of beginning work on the construction project. The Contractor shall provide an acceptable notarized affidavit stating that Contractor has verified the completion of a 10-hour construction safety program with respect to the employees working in connection with the contracted services. Contractors and subcontractors in violation of this provision will forfeit to the public body $2,500 plus $100 a day for each employee who is employed without training. Public bodies and contractors may withhold assess penalties from the payment due to those contractors and subcontractors. The penalties shall not begin to accrue until the time periods in the statute have elapsed (60 days after notice to proceed and 20 days to produce documentation for employee found in violation).

24. Affidavit for Contracts over $5,000.00. That pursuant to Missouri Revised Statute Sections 285.525 through 285.550, if this contract exceeds the amount of $5,000.00 and Contractor is associated with a business entity, Contractor shall provide an acceptable notarized affidavit stating that the associated business entity is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services, and that said business entity does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. Additionally, Contractor must provide documentation for said business entity evidencing current enrollment in a federal work authorization program.

25. Certificate of Compliance with 34.600 RSMo. (Anti-Discrimination Against Israel Act). That pursuant to Missouri Revised Statute Sections 34.600 et., seq., A Contractor must provide a written certification of compliance with the Anti-Discrimination Against Israel Act, RSMo. 34.600 et.,seq. that the contractor is not currently engaged in, and shall not, for the duration of the contract, 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. This section shall not apply to contracts with a total potential value of less than one hundred thousand dollars or to contractors with fewer than ten employees.

26. Compliance with Laws. Contractor agrees to comply with all applicable federal, state and local laws or rules and regulations applicable to the provision of services and products hereunder. Contractor affirmatively states that payment of all local, state, and federal taxes and assessments owed by Contractor is current.

27. Entire Agreement. This agreement contains the entire agreement of the parties. No modification, amendment, or waiver of any of the provisions of this agreement shall be effective unless in writing specifically referring hereto, and signed by both parties.

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

(Remaining Page Intentionally Left Blank)

IN WITNESS WHEREOF, the parties hereto evidence their agreement to the terms of this Contract by their signatures below.

REVIEWED BY:

_____
Assistant Director of Public Works or Acting Assistant

RECOMMENDED BY:

_____
Director of Public Works or Acting Director

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

CONTRACTOR:

By: _____

Printed Name: _____

Title: _____

If Contractor is a Disadvantaged Business Enterprise (DBE), please indicate classification.
Minority Owned ☐ Women Owned ☐ Veteran Owned ☐

CITY OF SPRINGFIELD, MISSOURI

By: _____
City Manager or his/her designee

EXPLANATION TO COUNCIL BILL 2025-212 (CARROLL)

FILED: 09/08/2025

ORIGINATING DEPARTMENT: Economic Vitality

TITLE: A special ordinance authorizing a budget adjustment amending the budget of the Department of Economic Vitality and Workforce Development for the Fiscal Year 2025-2026 in the amount of $500,000 to appropriate federal grant funds for a Brownfields Community-wide Assessment grant received from the United States Environmental Protection Agency.

PURPOSE: To authorize a budget adjustment amending the budget of the Department of Economic Vitality and Workforce Development for the Fiscal Year 2025-2026 in the amount of $500,000 to appropriate federal grant funds for a Brownfields Community-wide Assessment grant received from the United States Environmental Protection Agency.

BACKGROUND INFORMATION: The City of Springfield's Department of Economic Vitality and Workforce Development was awarded a $500,000 grant from the United States Environmental Protection Agency ("EPA"), to be used for developing inventories of brownfield sites, prioritization of brownfield sites, conducting community involvement activities, planning, and assessments, along with development of site-specific cleanup and reuse plans city-wide.

The Brownfields Program supports the following City Council Priorities:

- Quality of Place
- Economic Vitality
- Public Safety
- Fiscal Sustainability and Accountability
- Quality Housing Options

Submitted By: Amanda Ohlensehlen, Director of Economic Vitality

Authorized for inclusion on the agenda pursuant to City Code section 2-33:
Maurice S. Jones, Deputy City Manager 09/12/2025

Attachments:

1. Brownfields Assessment Grant BA 2025
2. 0016 EF FY26 Brownfields Assessment Grant_Exh.A

One-rdg. _____
P. Hrngs. _____
Pgs. 5
Filed: 09-16-25

Sponsored by: Carroll

First Reading: _____ Second Reading: _____

COUNCIL BILL 2025-212 SPECIAL ORDINANCE _____

AN ORDINANCE

AUTHORIZING a budget adjustment amending the budget of the Department of Economic Vitality and Workforce Development for the Fiscal Year 2025-2026 in the amount of $500,000 to appropriate federal grant funds for a Brownfields Community-wide Assessment grant received from the United States Environmental Protection Agency.

_____

WHEREAS, the City of Springfield's Department of Economic Vitality and Workforce Development has been awarded $500,000 in grant funds from the United States Environmental Protection Agency ("EPA"), to be used for developing inventories of brownfield sites, prioritization of brownfield sites, conducting community involvement activities, planning, and assessments, along with development of site-specific cleanup and reuse plans across the entire City; and

WHEREAS, the City's Brownfields Program supports the City Council Priorities of Quality of Place, Economic Vitality, Public Safety, Fiscal Sustainability and Accountability, and Quality Housing Options; and

WHEREAS, an amendment to the budget of the Department of Economic Vitality and Workforce Development for Fiscal Year 2025-2026 in the amount of $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 budget of the Department of Economic Vitality and Workforce Development for Fiscal Year 2025-2026 is hereby amended in the accounts and in the amounts as shown on the Budget Adjustment 016, a copy of which is attached hereto and incorporated herein by reference as "Exhibit A."

Section 2 – City Council Finds that the budget adjustment made above has been recommended by the City Manager.

Section 3 – The City Manager, or designee, is directed to cause the appropriate accounting entries to be made in the books and records of the City.

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

Passed at meeting: _____

_____
Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: _____, Assistant City Attorney

Approved for Council action: _____, City Manager

CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Exhibit A

Budget Adjustment
016

Revenues:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
21130	23	60210	416010	000000	00000	$ 500,000	Brownfields Assessment Grant BF96723701
Net Revenue Adjustment						$ 500,000	

Expenditures:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
21130	23	60210	504580	000000	00000	$ 500,000	Brownfields Assessment Grant BF96723701
Net Expenditure Adjustment						$ 500,000	

Fund Balance Appropriation:

Fund		Title	Amount

Explanation: To amend the FY2025-26 budget by appropriating Federal grant funds for a Brownfields Assessment grant BF96723701 received from the Environmental Protection Agency.

Requested By:

9-16-2025
Department Head Date

Approved By:

9-16-2025
Director of Finance Date

City Manager Date

Authorization:

Council Bill No. 2025-212
Ordinance No.
1st Reading
2nd Reading
Journal Imp No.

EXPLANATION TO COUNCIL BILL 2025-213 (HOSMER)

FILED: 09/03/2025

ORIGINATING DEPARTMENT: Environmental Services

TITLE: A special ordinance amending the budget for Fiscal Year 2025-2026 for the Department of Environmental Services in the amount of $2,500,000 to appropriate retained earnings from the Clean Water Enterprise Fund for the construction of the Inman Sanitary Sewer Improvement project.

PURPOSE: To approve a budget adjustment to amend the Fiscal Year 2025-2026 Budget for the Department of Environmental Services in the amount of $2,500,000 to appropriate retained earnings of the Clean Water Enterprise Fund for the construction of the Inman Sanitary Sewer Improvement project.

BACKGROUND INFORMATION: Special Ordinance No. 26047 passed by City Council on May 7, 2012, authorized the City to enter into an Amended Consent Judgment ("ACJ") with the Missouri Department of Natural Resources ("MDNR") to address issues concerning the Clean Water Act ("CWA"). This ACJ was approved by the Greene County Circuit Court on May 15, 2012. A requirement of the ACJ was to submit, for MDNR approval, a long-term Overflow Control Plan ("OCP") designed to address the City's aging sewer infrastructure. The City's proposed OCP was approved by MDNR on or about May 1, 2015.

The City successfully completed the first 5 years of the 10-year OCP plan. Results of the completed work were gathered and analyzed and Integrated Planning concepts were utilized to review the remaining OCP obligations. The analysis allowed the City to see the efficacy of the work performed and the need to adjust their investment strategy for optimal results. Special Ordinance No. 27480 passed by City Council on April 5, 2021, authorized the City to enter into a 2nd ACJ with MDNR to extend the compliance schedule and meet its regulatory obligations under the 2nd ACJ while providing a predictable sewer rate structure for the next 15 years. The Inman Sanitary Sewer Improvements Project is specifically identified in the Supplemental Overflow Control Plan that was approved concurrently with the 2nd ACJ.

Design of the Inman Sanitary Sewer Improvement Project (2022PW0049) was completed in 2025. The purpose of the Inman Sanitary Sewer Improvement Project is to upgrade and replace existing undersized sewer mains along Inman Creek with larger diameter mains that will increase the City's sewer system capacity and renew critical infrastructure. The added capacity will reduce the frequency and severity of sanitary sewer overflows within the Inman Creek area.

Environmental Services is requesting funding approval prior to bidding to decrease the

time between receiving bids and construction commencement. The requested budget adjustment covers construction and contingency funding to allow for market fluctuations and all unspent contingency funding will be returned to the Clean Water Enterprise Fund upon project completion.

This project is currently scheduled to bid in the fall of calendar year 2025. This budget adjustment is necessary for Environmental Services to appropriate funding for the project within this fiscal year.

Plans, specifications, and cost estimates have been prepared and are on file with the Department of Environmental Services. The project will be advertised through the City's Division of Purchasing. Bids will be advertised, publicly opened, and awarded pending a review by the City. The requested budget adjustment of $2,500,000 includes the anticipated cost of construction for the project.

REMARKS: The Department of Environmental Services recommends approval 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:
Maurice S. Jones, Deputy City Manager 09/12/2025

Attachments:
1. Inman Sanitary Sewer Project_Ord
2. Inman Sanitary Sewer Project_ExhA_BA

One-rdg. _____
P. Hrngs. _____
Pgs. 5
Filed: 09-16-25

Sponsored by: Hosmer

First Reading _____ Second Reading _____

COUNCIL BILL 2025-213 SPECIAL ORDINANCE _____

AN ORDINANCE

AMENDING the budget for Fiscal Year 2025-2026 for the Department of Environmental Services in the amount of $2,500,000 to appropriate retained earnings from the Clean Water Enterprise Fund for the construction of the Inman Sanitary Sewer Improvement project.

_____

WHEREAS, the City of Springfield, Missouri, by and through the Department of Environmental Services desires to provide environmentally and economically responsible wastewater management to the citizens of Springfield and the region; and

WHEREAS, on April 5, 2021, through Special Ordinance 27480, the City approved the 2021 Supplemental Overflow Control Plan to comply with the 2nd Amended Consent Judgment and the Inman Sanitary Sewer Improvement Project is described as an anticipated project; and

WHEREAS, the Inman Sanitary Sewer Improvement Project (2022PW0049) will upgrade and replace existing undersized sewer mains along Inman Creek with larger diameter mains that will increase the City's sewer system capacity and renew critical infrastructure; and

WHEREAS, this Project is listed in the Council-approved Capital Improvements Program ("CIP") as 22-0001.

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

Section 1 – The budget for the Fiscal Year 2025-2026 of the Department of Environmental Services of the City of Springfield is hereby amended in the accounts and in the amounts as shown on Budget Adjustment No. 020, a copy of which is attached hereto and incorporated herein by reference as "Exhibit A."

Section 2 – The City Council hereby finds that the budget adjustment made above has been recommended by the City Manager.

Section 3 – The City Manager, or designee, is directed to cause the appropriate accounting entries to be made in the books and records of the City.

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

Passed at meeting: _____

_____
Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: _____, Assistant City Attorney

Approved for Council action: _____, City Manager

CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Exhibit A

Budget Adjustment
020

Revenues:

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

Expenditures:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
53020	08	33520	509110	103234	00000	$2,500,000	Construction - Inman Sanitary Sewer Improvements
Net Expenditure Adjustment						$2,500,000	

Fund Balance Appropriation:

Fund		Title	Amount
53020		Clean Water Capital Imp. Fund	(2,500,000)

Explanation: To amend the FY2025-26 budget of the Department of Environmental Services by appropriating fund balance reserves totaling $2,500,000 of the Clean Water Capital Improvement Enterprise Fund for the construction of the Inman Sanitary Sewer Improvements.

Requested By:

9-16-2025

Department Head Date

Approved By:

9-16-2025

Director of Finance Date

City Manager Date

Authorization:

Council Bill No. 2025-213
Ordinance No.
1st Reading
2nd Reading
Journal Imp No.

EXPLANATION TO COUNCIL BILL 2025-214 (LEE)

FILED: 09/03/2025

ORIGINATING DEPARTMENT: Public Works

TITLE: A special ordinance authorizing a budget adjustment amending the budget of the Public Works Department for Fiscal Year 2025-2026 by appropriating $500,000 of Spring Forward SGF 1/2-cent sales tax revenue, as recommended by the Citizens' Advisory Board, to provide funding for engineering, community outreach, and project development for a Neighborhood Works "Plus" Program.

PURPOSE: To approve a budget adjustment amending the Fiscal Year 2025-2026 Budget of the Public Works Department in the amount of $500,000 by appropriating funds from the Spring Forward SGF 1/2-cent Capital Improvement Sales Tax as recommended by the Citizens' Advisory Board to provide funding for engineering, community outreach, and project development for the Neighborhood Works "Plus" Program.

BACKGROUND INFORMATION: At the meeting on August 27, 2025, the Citizens' Advisory Board unanimously approved the allocation of $500,000 from funds available from the 1/2-cent Capital Improvement Sales Tax. These funds will be used for design, engineering, community outreach, and other project development activities necessary for the delivery of projects within the Neighborhood Works "Plus" Program, as recommended by the Citizens' Advisory Board. Public Works will administer these funds in cooperation with the Planning and Development Department to ensure effective coordination, public participation, and completion of projects defined under the Neighborhood Works "Plus" Program parameters to be determined.

Supports the following City Council Priorities:

- Quality of Place
- Fiscal Sustainability and Accountability
- Public Safety

REMARKS: Public Works recommends approval of this Council bill and budget adjustment.

Submitted By: Brett Foster, Assistant Director of Public Works

Authorized for inclusion on the agenda pursuant to City Code section 2-33:
Maurice S. Jones, Deputy City Manager 09/12/2025

Attachments:

1. CAB Neighborhood Works Plus_ord
2. CAB 500k for Neighborhood Works_ExhA_BA

One-rdg. _____
Emer. _____
P. Hrngs. _____
Pgs. 5
Filed: 09-16-25

Sponsored by: Lee

First Reading: _____ Second Reading: _____

COUNCIL BILL 2025-214 SPECIAL ORDINANCE _____

AN ORDINANCE

AUTHORIZING a budget adjustment amending the budget of the Public Works Department for Fiscal Year 2025-2026 by appropriating $500,000 of Spring Forward SGF 1/2-cent sales tax revenue, as recommended by the Citizens' Advisory Board, to provide funding for engineering, community outreach, and project development for a Neighborhood Works "Plus" Program.

_____

WHEREAS, on August 27, 2025, the Citizens' Advisory Board unanimously approved the allocation of $500,000 from funds available from the Spring Forward SGF 1/2-cent Sales Tax to be used for design, engineering, community outreach, and other project development activities necessary for the delivery of projects within a Neighborhood Works "Plus" Program; and

WHEREAS, the Public Works Department will administer these funds in cooperation with the Planning and Development Department to ensure effective coordination, public participation, and completion of projects defined under Neighborhood Works "Plus" Program parameters that are yet to be determined.

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

Section 1 – The budget of the City of Springfield for Fiscal Year 2025-2026 is hereby amended in the accounts and in the amounts as shown on Budget Adjustment No. 017, a copy of which is attached hereto and incorporated herein by reference as "Exhibit A."

Section 2 – City Council hereby finds that the budget adjustment made above has been recommended by the City Manager.

Section 3 – The City Manager, or designee, is directed to cause the appropriate accounting entries to be made in the books and records of the City.

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

Passed at meeting: _____

_____
Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: _____, Assistant City Attorney

Approved for Council action: _____, City Manager

CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Exhibit A

Budget Adjustment
017

Revenues:

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

Expenditures:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
10150	09	14120	502430	000000	00000	$ (500,000)	Reserve App - Design & Eng Nghbhd Works "Plus" Plan
10150	20	70010	508340	000000	00000	$ 500,000	Design & Engineering Neighborhood Works "Plus" Plan
Net Expenditure Adjustment						$ -	

Fund Balance Appropriation:

Fund		Title	Amount

Explanation: To amend the FY2025-26 budget by appropriating reserve funds from the Citizens' Advisory Board for the Design and Engineering for the Neighborhood Works "Plus" Plan.

Requested By:

Dan Smith 9-16-2025

Department Head Date

Approved By:

9-16-2025

Director of Finance Date

City Manager Date

Authorization:

Council Bill No. 2025-214
Ordinance No.
1st Reading
2nd Reading
Journal Imp No.

EXPLANATION TO COUNCIL BILL 2025-215 (JENSON)

FILED: 09/03/2025

ORIGINATING DEPARTMENT: Public Works

TITLE: A special ordinance authorizing the City Manager, or designee, to enter into an Agreement for Crossing Closure and/or Roadway Improvements with the Missouri Highways and Transportation Commission ("MHTC") and BNSF Railway Company, for the purpose of closing an existing grade crossing in the vicinity of Mill Street between Campbell Avenue and Boonville Avenue; and amending the Fiscal Year 2025-2026 budget in the amount of $200,000 to appropriate contributions from MHTC and BNSF for this project.

PURPOSE: To authorize the City Manager, or designee, to enter into an agreement with the Missouri Highways and Transportation Commission ("MHTC") and BNSF Railway Company for the purpose of closing an existing grade crossing in the vicinity of Mill Street between Campbell Avenue and Boonville Avenue known as D.O.T. No. 945679P; and amending the Fiscal Year 2025-2026 budget for the Department of Public Works in the amount of $200,000 to appropriate contributions from MHTC and BNSF.

BACKGROUND INFORMATION: The Renew Jordan Creek project includes the removal of the driveway and mid-block pedestrian railroad crossing located between Campbell Avenue and Boonville Avenue, immediately south of Mill Street. As part of the project, curbs, landscaping, and a barrier chain will be installed to deter pedestrians from crossing mid-block. Given the anticipated high level of activity within the plaza space and the proximity of active railroad tracks, these measures will enhance public safety.

As part of this agreement, both MHTC and BNSF Railway Company agree to pay $100,000 each to the City of Springfield for the permanent closure of thegrade crossings to roadway and pedestrian traffic.

Supports the following City Council Priorities:

- Public Safety
- Quality of Place

REMARKS: Public Works recommends passage of this Council bill and budget adjustment.

Submitted By: Brett Foster, Assistant Director of Public Works

Authorized for inclusion on the agenda pursuant to City Code section 2-33:
Maurice S. Jones, Deputy City Manager 09/12/2025

Attachments:
1. Crossing Closing - Brick City_ord
2. Crossing Closure_Brick City_ExhA_Agree
3. Crossing Closure_Brick City_ExhB_BA

One-rdg. _____
P. Hrngs. _____
Pgs. 15
Filed: 09-16-25

Sponsored by: Jenson

First Reading: _____ Second Reading: _____

COUNCIL BILL 2025-215 SPECIAL ORDINANCE _____

AN ORDINANCE

AUTHORIZING the City Manager, or designee, to enter into an Agreement for Crossing Closure and/or Roadway Improvements with the Missouri Highways and Transportation Commission ("MHTC") and BNSF Railway Company, for the purpose of closing an existing grade crossing in the vicinity of Mill Street between Campbell Avenue and Boonville Avenue; and amending the Fiscal Year 2025-2026 budget in the amount of $200,000 to appropriate contributions from MHTC and BNSF for this project.

_____

WHEREAS, the Renew Jordan Creek project includes the removal of the driveway and mid-block pedestrian railroad crossing located between Campbell Avenue and Boonville Avenue, immediately south of Mill Street, to enhance public safety; and

WHEREAS, as part of this Agreement, both MHTC and BNSF agree to pay $100,000 each to the City of Springfield for the permanent closure of the grade crossings to roadway and pedestrian traffic.

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

Section 1 – The City Manager, or designee, is hereby authorized to enter into an Agreement for Crossing Closure and/or Roadway Improvements with the Missouri Highways and Transportation Commission ("MHTC") and BNSF Railway Company, said Agreement to be substantially similar in form as the document attached hereto and incorporated herein by reference as "Exhibit A."

Section 2 – The budget of the City of Springfield for Fiscal Year 2025-2026 is hereby amended in the accounts and in the amounts as shown on Budget Adjustment No. 022, a copy of which is attached hereto and incorporated herein by reference as "Exhibit B."

Section 3 – 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

CCO Form: MO52
Approved: 04/04 (BDG)
Revised: 03/24 (TLP)
Modified: 12/24 (MWH)

Brick City Drive
in Springfield
Greene County
Crossing No. 945679P
Job No. RRP-024S(033)
BNSF File No. BF-20565648

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
AGREEMENT FOR CROSSING CLOSURE
AND/OR ROADWAY IMPROVEMENTS

THIS AGREEMENT (this "Agreement") is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission"), acting by and through the Missouri Department of Transportation ("MoDOT" or "Department"), and BNSF Railway Company, a Delaware corporation (hereinafter, "Railroad"), and City of Springfield, Missouri (hereinafter, "Agency").

WITNESSETH:

WHEREAS, the closure of the existing grade crossing across the Railroad right-of-way related thereto appears to be warranted in Springfield, Missouri, where Brick City Drive intersects Railroad's Cuba Subdivision at or near Railroad's Milepost 202.20 at a point more particularly known as DOT# 945679P (the "grade crossing").

NOW, THEREFORE, in consideration of the mutual covenants, promises, and representations in this Agreement, the parties agree as follows:

(1) PURPOSE: The purpose of this Agreement is to provide for (i) incentive payments by Railroad, (ii) as applicable, the installation, maintenance, repair, and renewal of necessary safety improvements by Commission and Agency to accomplish the permanent abolishment and closure of the grade crossing, located on Agency's property, to roadway and pedestrian traffic, (hereinafter, "Project").

(2) SCOPE OF OBLIGATIONS RELATED TO THE INITIAL CLOSURE WORK:

(A) In coordination with the Agency's and Commission's initial closure work described herein, the Railroad shall remove the existing crossing surface and crossbuck warning signs at the grade crossing; provided that the installation of safety improvements per the Agency's, the City of Springfield's, Public Improvement Plans No. 2019PW0073 described in Subsection (2)(B) have been fully completed (or temporary barricades providing substantially similar functionality are in place prior to the Railroad's completion of the work described in Subsection (2)(A)).

(B) The Agency shall be responsible for the installation of safety improvements per the Agency's Public Improvement Plans No. 2019PW0073; obliterating

the existing roadway and pedestrian approaches and sidewalk on south side of the crossing up to the track tie ends; installing curbs, landscaping, lighting, barrier chain, and installing concrete sidewalk south of Railroad tracks; and removing existing crosswalk and crosswalk striping on north side of crossing.

(3) FUNDING AND APPORTIONMENT:

(A) The Railroad shall assume responsibility for one hundred percent (100%) of the costs of the work described in Subsection (2)(A) of this Agreement, using the Railroad's own funds.

(B) The Agency shall assume responsibility for one hundred percent (100%) of the costs of the work described in Subsection (2)(B) of this Agreement, using the Agency's own funds.

(C) The Railroad shall pay a cash incentive to the Agency from the Railroads own funds in the amount of One Hundred Thousand Dollars ($100,000.00) once both of Railroad's and the Commission's inspection confirming that all the work described in Section (2) of this Agreement has been completed in accordance with this Agreement, in consideration of the permanent closure of the grade crossing to roadway and pedestrian traffic.

(D) The Commission shall pay a cash incentive to the Agency from funds available to the Commission in the amount of One Hundred Thousand Dollars ($100,000.00) once both of Railroad's and the Commission's inspection confirming that all the work described in Section (2) of this Agreement has been completed in accordance with this Agreement, in consideration of the permanent closure of the grade crossing to roadway and pedestrian traffic.

(E) The incentive payments provided in Subsections (3)(C) and (3)(D) of this agreement shall become due and payable immediately after the last to occur of (i) both of Railroad's and the Commission's inspection confirming that all the work described in Section (2) of this Agreement has been completed in accordance with this Agreement and, with respect to the Commission only, the Administrative Order, (ii) the Commission's formal authorization of the Administrative Order (defined below) directing and authorizing the Commission to undertake its obligations set forth herein, and (iii) formal authorization of the Agency directing and authorizing the Agency to undertake its obligations herein.

(4) COST OF PROJECT: The cost of the Project shall be the total monies expended by the Railroad, Agency, and Commission to complete the work and obligations described herein, together with the cash incentive payable by the Railroad in the amounts described in Section (3) of this Agreement.

(5) ADDITIONAL REQUIREMENTS RELATED TO THE INITIAL CLOSURE WORK:

(A) The Railroad, upon receipt of notification from the Commission, shall furnish all labor and material and complete the work described in Subsection (2)(A) of this Agreement, in accordance with (i) the Ordered Due Date of the Commission's Administrative Order pursuant to Section 389.610 RSMo ("Administrative Order"), (ii) to the extent applicable, in accordance with that certain Master Agreement between the Railroad and the Commission, dated September 11, 1980 (the "Master Agreement"), and, (iii) to the extent applicable, in accordance with the rules and regulations contained in Title 23 Code of Federal Regulations (CFR) Part 140 Subpart I and 23 CFR Part 646 Subpart B issued by the Federal Highway Administration (FHWA).

(B) The Agency shall complete its respective performance of the work described in Subsection (2)(B) of this Agreement, in accordance with the Ordered Due Date of the Administrative Order approving and authorizing the Project described in this Agreement.

(C) All traffic control devices installed by the Railroad or by the Agency pursuant to this Agreement shall be installed in substantial compliance with the applicable provisions of the *Manual on Uniform Traffic Control Devices* (MUTCD) (2023 Edition), published by the FHWA.

(6) FORCE ACCOUNT AND NON-FORCE ACCOUNT WORK: The Railroad will furnish all of the material and do all of the work to be performed by the Railroad with its own forces, or such work may be done by a contractor paid under a contract let by the Railroad, and, if applicable, in compliance with provisions of 23 CFR Chapter I, Subchapter B, Part 140, Subpart I and Chapter 34 RSMo. Said 23 CFR and Chapter 34 RSMo is by reference made part of this Agreement, but only to the extent such provisions are applicable. The Agency or any contractor of the Agency may not enter upon the Railroad's property for the purposes of the Commission's work until and unless such contractor(s) obtain a separate right of entry agreement from the Railroad in accordance with the Railroad's then-current **Exhibit C** and **C-1**, the Contractor's Right of Entry Agreement, as contemplated by the Master Agreement.

(7) MAINTENANCE AND OPERATION: After the completion of the initial closure work, the Agency shall maintain, repair, and renew the respective permanent barricade installed in Subsection (2)(B), using the Agency's own funds.

(8) AGENCY OBLIGATION: The Agency in coordination with the Railroad and Commission hereby agrees to cooperate in the handling of traffic during construction.

(9) AMENDMENTS: Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representatives of the Railroad, the Commission, and

the Agency.

(10) INDEMNIFICATION: To the extent allowed or imposed by law, the Agency shall defend, indemnify and hold harmless the Commission (including MoDOT) and Railroad, including their respective members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Agency's performance of its obligations under this Agreement.

(11) INSURANCE:

(A) The Agency is required or will require any contractor procured by the Agency to work under this Agreement:

1. To obtain a no cost permit from the Commission's district engineer prior to working on the Commission's right-of-way, which shall be signed by an authorized contractor representative (a permit from the Commission's district engineer will not be required for work outside of the Commission's right-of-way); and

2. To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the Commission, MoDOT, and its employees, as additional insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities ($600,000 per claimant and $4,000,000 per occurrence) as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to Section 537.610, RSMo.

(B) In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or law.

(12) NON-EMPLOYMENT OF UNAUTHORIZED ALIENS: To the extent applicable, pursuant to Section 285.530 RSMo, 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. As a condition for the award of any contract or grant in excess of Five Thousand Dollars ($5,000) by the State or by any political subdivision of the State to a business entity, or for any business entity receiving a state-administered or subsidized tax credit, tax abatement, or loan from the state, the business entity shall:

(A) By sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. E-Verify is an example of a federal work authorization program. The business entity (to the extent applicable) must affirm its enrollment and participation in the E-Verify federal work authorization program

with respect to the employees proposed to work in connection with the services requested herein by providing acceptable enrollment and participation documentation consisting of **completed** copy of the E-Verify Memorandum of Understanding. For business entities that are not already enrolled and participating in a federal work authorization program, E-Verify is available at http://www.dhs.gov/xprevprot/programs/gc_1185221678150.shtm.

(B) By sworn affidavit (to the extent applicable), the Railroad affirms that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. A copy of the affidavit referenced herein is provided within this document, attached as **Exhibit A.**

(13) WAIVER OF HEARING ON ISSUANCE OF ADMINISTRATIVE ORDERS:

(A) This Agreement is made subject to approval of the proposed Project by a final administrative order issued by the Missouri Highways and Transportation Commission, or by the Missouri Administrative Hearing Commission (hereinafter "AHC"), in accordance with Section 389.610 RSMo Supp. 2004. With reference to the issuance of that administrative order, the Railroad (as applicable), the Agency and the Commission stipulate that the construction of the Project as described in this Agreement will promote public safety and will not adversely affect public necessity. The Railroad and the Agency each consent that the Commission or the AHC, or both, may issue administrative orders approving and authorizing the construction of this Project in conformity with the provisions of this Agreement, and the Railroad and the Agency each waives its right to notice and an opportunity for hearing before the issuance of these administrative orders, so long as no other party requests a hearing.

(14) NONDISCRIMINATION ASSURANCE: With regard to work under this Agreement, to the extent applicable, the Railroad and Agency agree as follows:

(A) Civil Rights Statutes: The Railroad (to the extent applicable) and Agency shall comply with all applicable state and federal statutes relating to nondiscrimination, including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 USC 2000d and 2000e, *et seq*.), as well as any applicable titles of the Americans with Disabilities Act. In addition, if the Railroad or Agency are providing services or operating programs on behalf of the Department or the Commission, it shall comply with all applicable provisions of Title II of the Americans with Disabilities Act.

(B) Administrative Rules: The Railroad (to the extent applicable) and Agency shall comply with the administrative rules of the United States Department of Transportation (USDOT) relative to nondiscrimination in federally assisted programs of the USDOT (49 CFR Subtitle A, Part 21) which are herein incorporated by reference and made part of this Agreement.

(C) Nondiscrimination: The Railroad (to the extent applicable) and Agency shall not discriminate on grounds of the race, color, religion, creed, sex, disability, national origin, age, or ancestry of any individual in the selection and retention of

subcontractors, including procurement of materials and leases of equipment. The Railroad (to the extent applicable) and Agency shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR 21.5, including employment practices.

(D) Solicitations for Subcontracts, Including Procurements of Material and Equipment: These assurances concerning nondiscrimination also apply to subcontractors and suppliers of the Railroad (to the extent applicable) and Agency. These apply to all solicitations either by competitive bidding or negotiation made by the Railroad and Agency for work to be performed under a subcontract including procurement of materials or equipment. Each potential subcontractor or supplier shall be notified by the Railroad (to the extent applicable) and Agency of the requirements of this Agreement relative to nondiscrimination on grounds of the race, color, religion, creed, sex, disability or national origin, age, or ancestry of any individual.

(E) Information and Reports: The Railroad and Agency shall provide all information and reports required by this Agreement, or orders and instructions issued pursuant thereto, and will permit access at reasonable times and places to its books, records, accounts, other sources of information, and its facilities as may be determined by the Commission or the USDOT to be necessary to ascertain compliance with other contracts, orders and instructions. Where any information required of the Railroad or Agency is in the exclusive possession of another who fails or refuses to furnish this information, the Railroad or Agency shall so certify to the Commission or the USDOT as appropriate and shall set forth what efforts it has made to obtain the information.

(F) Sanctions for Noncompliance: In the event the Railroad or Agency fails to comply with the applicable nondiscrimination provisions of this Agreement, the Commission shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including but not limited to:

1. Withholding of payments under this Agreement until the Railroad and Agency complies; and/or

2. Cancellation, termination, or suspension of this Agreement, in whole or in part, or both.

(G) Incorporation of Provisions: The Railroad (to the extent applicable) and Agency shall include the provisions of Section (14) of this Agreement in every subcontract, including procurements of materials and leases of equipment, unless exempted by the statutes, executive order, administrative rules or instructions issued by the Commission or the USDOT. The Railroad (to the extent applicable) and Agency will take such action with respect to any subcontract or procurement as the Commission or the USDOT may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that in the event the Railroad (to the extent applicable) and Agency becomes involved or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Railroad and Agency may request the United States to

enter into such litigation to protect the interests of the United States.

(15) COMMISSION REPRESENTATIVE: The Commission's Multimodal Operations Division Director is designated as the Commission's representative for the purpose of administering the provisions of this Agreement. The Commission's representative may designate by written notice other persons having the authority to act on behalf of the Commission in furtherance of the performance of this Agreement.

(16) ASSIGNMENT: The Railroad or Agency shall not assign, transfer, or delegate any interest in this Agreement without the prior written consent of the Commission.

(17) LAW OF MISSOURI TO GOVERN: This Agreement shall be construed according to the applicable laws of the State of Missouri. The Railroad and Agency shall comply with all applicable local, state, and federal laws and regulations relating to the performance of this Agreement; provided that nothing in this Agreement is intended to waive or be construed as the Railroad's consent to waive the preemptive effect of federal law as to the Railroad.

(18) VENUE: It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri or if applicable, in the U.S. District Court for the Western District of Missouri.

(19) CANCELLATION: The Commission may cancel this Agreement at any time for a material breach of contractual obligations by providing the Railroad and the Agency with written notice of cancellation after providing written notice thereof and a reasonable cure period thereafter. Should the Commission exercise its right to cancel this Agreement for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the Railroad and the Agency.

(20) AUDIT OF RECORDS: The Railroad must maintain all records relating to this Agreement, including but not limited to invoices, payrolls, etc. These records must be available at all reasonable times at no charge to the Commission and/or its designees or representatives during the period of this Agreement and any extension, and for three (3) years after the date of final payment made under this Agreement.

(21) RAILROAD NOTIFICATION: At least five (5) days prior to the commencement of any work described in Subsection (2)(A) of this Agreement to be performed by the Railroad, the Railroad shall notify the Commission and the Agency of the date it plans to commence said work.

(22) AUTHORITY TO EXECUTE: The signers of this Agreement warrant that they are acting officially and properly on behalf of their respective institutions and have been duly authorized, directed and empowered to execute this Agreement.

Remainder of Page Intentionally Left Blank

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly appointed officials.

Executed by Railroad on _____ (date).

Executed by Agency on _____ (date).

Executed by Commission on _____ (date).

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

By: _____

Name: _____

Title: _____

ATTEST:

By: _____
Commission Secretary

APPROVED AS TO FORM:

By: _____
Commission Counsel

BNSF RAILWAY COMPANY

By: _____

Name: _____

Title: _____

AGENCY

By: _____

Title: _____

ATTEST

By: _____

Title: _____

Ordinance No._____

Exhibit A

Annual Worker Eligibility Verification Affidavit

[to be attached hereto]

CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Exhibit B

Budget Adjustment
022

Revenues:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
46110	20	73020	414110	103252	00000	$100,000	Contributions from the BNSF Railway Company and the Missouri Highways & Transportation Commission for the Permanent Closure of the Grade Crossing to Roadway and Pedestrian Traffic Near Mill Street Between Campbell Avenue and Boonville Avenue as part of the Renew Jordan Creek Project
46120	20	73020	414110	103252	00000	100,000	
Net Revenue Adjustment						$200,000	

Expenditures:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
46110	20	73020	509110	103252	00000	$100,000	Renew Jordan Creek
46120	20	73020	509110	103252	00000	100,000	Renew Jordan Creek
Net Expenditure Adjustment						$200,000	

Fund Balance Appropriation:

Fund		Title	Amount

Explanation: To amend the FY2025-26 Budget by appropriating contributions from BNSF Railway Company ($100,000) and the Missouri Highways and Transportation Commission ($100,000) towards improvements related to the Renew Jordan Creek Project.

Requested By:
Dan Smith 9-16-2025
Department Head Date

Approved By:
9-16-2025
Director of Finance Date

City Manager Date

Authorization:
Council Bill No. 2025-215
Ordinance No.
1st Reading
2nd Reading
Journal Imp No.

EXPLANATION TO COUNCIL BILL 2025-206 (HORTON)

FILED: 09/10/2025

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 Fort Amor, generally located at 2808 North Fort Avenue, 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: Tip Top Homes, LLC; 2808 North Fort Avenue; Preliminary Plat of Fort Amor.)

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 Fort Amor, generally located at 2808 North Fort Avenue 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 Fort Amor dated July 8th, 2025, 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 14th, 2025, and approved the Preliminary Plat by a vote of 6 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 36-233 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 36-226 of the Subdivision Regulations 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:

Attachments:
1. Preliminary Plat of Fort Amor - 2808 North Fort Avenue
2. PPlat Fort Amor_exhA
3. PPlat Fort Amor_exhB

One-rdg. _____
P. Hrngs. _____
Pgs. 20
Filed: 09-02-25

Sponsored by: Horton

First Reading: _____ Second Reading: _____

COUNCIL BILL 2025-206 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 Fort Amor, generally located at 2808 North Fort Avenue, 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 Fort Amor, dated July 8, 2025, 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 Fort Amor on August 14, 2025, by a vote of 6 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 Fort Amor, which is generally located at 2808 North Fort Avenue, as approved by the Planning and Zoning Commission. The original Preliminary Plat of Fort Amor 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 14, 2025

Preliminary Plat of Fort Amor
2808 North Fort Avenue
Applicant: Tip Top Homes, LLC

Combined presentations for Z-14-2025 COD 274 and Preliminary Plat of Fort Amor.

Mr. Hosmer states that this is a request to rezone approximately 1 acre from R-SF, Residential Single-family District to R-TH, Residential Townhouse and establishing Conditional Overlay District No. 274 and Mr. Menke states that this is a request to approve a preliminary plat for a 5-lot residential subdivision.

Commissioner Pauly asked about the stream buffer and Mr. Hosmer noted they will have a protection area around the stream and Andrew Menke will address the buffer when he presents for the plat.

Mr. Menke stated that the stream itself is off site, and the stream buffer is just to prevent any issues when the site is developed.

Mr. Doennig opened the public hearing.

Mr. Robert McCartney, 5266 N. Farm Road 171 and here on behalf of Tip Top Homes, LLC and here to answer any concerns.

Commissioner Pauly again questioned about Lot 5 and its location is within the stream buffer and McCartney noted that they will be duplexes which do not require outbuildings.

Mr. Joe Codichini, Public Works, stated that a stream buffer easement is required and will be dedicated as part of the major subdivision process and public improvement plans. The easement will prevent fences, sheds, and other kinds of material that could obstruct the stream or drainage from the site.

Mr. Doennig closed the public hearing.

COMMISSION ACTION:
Planning and Zoning Commissioner Knuckles moved to approve Preliminary Plat of Fort Amor; Commissioner Pauly seconded the motion. It **Passed** with the following vote: Ayes: Commissioner Doennig, Commissioner Ridge, Commissioner Scott, Commissioner Hunton, Commissioner Pauly, and Commissioner Knuckles. Nays: None. Absent: Commissioner Lebeck, Commissioner Gunther, and Commissioner Colony. Abstain: None.

Bob Hosmer, AICP
Planning Manager

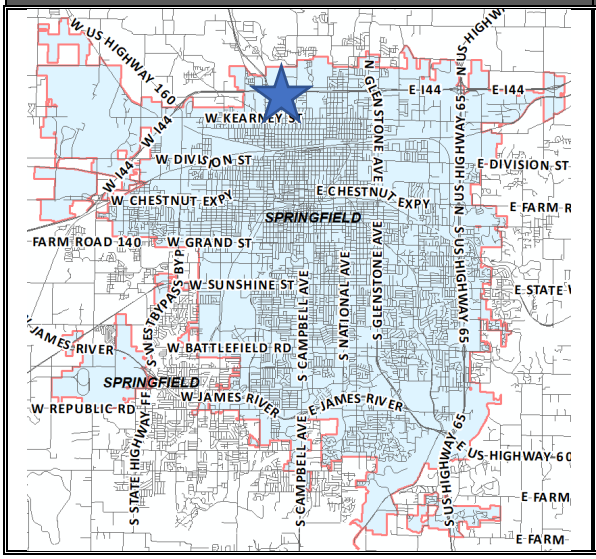
Exhibit B

DEVELOPMENT REVIEW STAFF REPORT

PROJECT INFORMATION	
Case Number:	Preliminary Plat of Fort Amor
Location:	2808 North Fort Avenue
Total Acres:	0.99 acres
Applicant:	Tip Top Homes, LLC
Existing Land Use:	Undeveloped
Neighborhood Meeting:	N/A
Planning and Zoning Commission:	August 14, 2025
City Council:	September 8, 2025
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 Fort Amor 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 0.99 acres of property generally located at 2808 North Fort Avenue into five (5) residential lots to facilitate the development of the site.

LOCATION MAP	ZONING MAP
	

DEVELOPMENT REVIEW STAFF REPORT

GOOGLE AERIAL OF LANDMARKS, BUSINESSES, AND ATTRACTIONS:

GOOGLE MAPS STREET VIEW:

View from Fort Ave

DEVELOPMENT REVIEW STAFF REPORT

View from Kerr St

PROPERTY HISTORY:

The subject property was annexed into the city in 1955. At the time of the 1995 citywide remapping, the property was rezoned to R-SF, Single-Family Residential.

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. 36-226. - Major subdivision review procedure.

(3) Preliminary plat.
- (a) After participating in the pre-subdivision review with city staff, the subdivider may prepare a preliminary plat, together with supplementary material as prescribed in section 36-263.
- (b) Copies of the preliminary plat and supplementary materials specified, together with a fee for administrative handling and processing in the amount prescribed by ordinance, shall be submitted to the director of planning and development with written application for approval. Upon determination that the application is complete, the director shall place the application on the agenda of the commission at a regular meeting not later than the second such meeting following the date of the filing of the application.
- (c) The commission shall hold a public hearing on the preliminary plat. Notice of the public hearing shall be made in accordance with city ordinance and the rules of the commission.
- (d) The commission shall review the preliminary plat and supporting material, recommendations from agencies or officials, and testimony and exhibits submitted at the public hearing. The commission shall approve, conditionally approve or disapprove the preliminary plat and if approved, the commission shall express its approval and state the conditions of such approval, if any, or if disapproved, shall express its disapproval and its reasons, therefore. In any case, a notation of the action taken, and the reasons, therefore, shall be entered in the records of the commission.
- (e) If approved by the commission or approved with conditions acceptable to the applicant, then the director of planning and development shall forward the preliminary plat to the city council for its approval. Council shall determine if the land or easement proposed to be dedicated by the applicant for public use or if the public improvements shall be accepted by the city. If the city council determines that the location of the land to be dedicated for public use or the location of public improvements is appropriate and complies with applicable ordinances then the city council shall authorize the acceptance of the dedication of the land or easements upon the applicant filing and recording a final plat which substantially conforms to the preliminary plat and shall authorize the acceptance of the public improvements 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.

(f) If approved with modifications which are not acceptable to the applicant or if disapproved, the director of planning and development shall attach to the plat a statement of reasons for such action and return it to the subdivider.

(g) Actions by the commission regarding the preliminary plat are final unless such action is appealed by the subdivider to the city council within 90 days of the action by the commission.

(h) Effective period of preliminary approval.

1. The approval of a preliminary plat shall be effective for a period of two years. The application for final plat approval must be submitted to the department of planning and development within the two-year period. Any plat not submitted within the two-year limit shall be null and void except as provided in subparagraph 2. below.
2. The planning and zoning commission may at its discretion and upon application by the subdivider extend the effective period of preliminary approval by two years, one time. All other submittals shall be considered a new preliminary plat and subject to applicable reviews.

DEVELOPMENT REVIEW STAFF REPORT

ZONING ORDINANCE REQUIREMENTS:

CODE ITEM	REQUIREMENTS FOR RESIDENTIAL TOWNHOUSE
Minimum lot dimension requirements	Lot Area (Duplex): 7,500 square feet Lot Area (Single-Family Detached): 5,000 square feet Lot Width: 45 feet Lot Depth: 80 feet
Maximum structure height	- When side yards are less than 15 feet in width: 35 feet or two and one-half stories above the finished grade. - When side yards are 15 feet in width or greater: 45 feet or three stories above the finished grade.
Front yard setback	15 feet along local streets 25 feet along collector streets or higher
Side yard setback	Five feet or as required by section 36-453, supplemental open space and yard regulations.
Rear yard setback	Ten percent of the lot depth but may not be less than ten feet nor shall more than 20 feet be required.
Street Classification	N Fort Avenue – Local W Kerr Street – Local
Sidewalks	Sidewalk is required along the frontage of all adjacent streets. Sidewalk currently does not exist along either street.
Open Space Requirements	The minimum open space ratio on each buildable lot shall be at least 20 percent.

DEVELOPMENT REVIEW STAFF REPORT

MAJOR THOROUGHFARE MAP:

DEVELOPMENT REVIEW STAFF REPORT

STAFF ANALYSIS AND RECOMMENDATION:

1. The applicant is proposing to subdivide approximately 0.99 acres into a five (5) lot subdivision named “Fort Amor”.

2. The property is currently zoned R-SF, Single-Family Residential District. The property owner has submitted an application to rezone the property to R-TH, Residential Townhouse District, which is currently in process.

3. A partial stream buffer is located on the northeast corner of the existing property from the Pea Ridge Creek tributary. The Category D small tributary requires a minimum 60-foot-wide buffer.

4. All lots meet the minimum requirements of the City’s subdivision regulations and the R-TH, Residential Townhouse 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.***

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-TH, Residential Townhouse 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.
No comments were received by citizens for this case at the time of publication.

DEVELOPMENT REVIEW STAFF REPORT

DEPARTMENT COMMENTS:

ATTACHMENT 1

1. AT&T:

   Approved.

2. CITY UTILITIES:

   No issues generally with the preliminary plat. CU has electric/gas/water available to the property.

   Proposed lot 5 does not currently have access to CU water, so it would have to be extended to provide service before the final plat could be approved.

   A 10' utility easement should be added along the entirety of the Kerr and Fort Street frontages, which can be done on the final plat.

3. DEPARTMENT OF PUBLIC WORKS TRANSPORTATION ENGINEERING SURVEY DIVISION:

   Approved. Please add a POC (Point of Commencement) to the drawing.

4. DEPARTMENT OF ENVIRONMENTAL SERVICES WASTEWATER MANAGEMENT DIVISION:

   1. Public sewer is available all along the south side of the property in Kerr St and along the west side of the property in Fort Ave. There is one service lateral available in W Kerr, but the other lots could tap the main as needed. Tapping the sewer main for some of the lots would require cutting the street.

   2. The sewer permits will be $300 each for single family residential. Need to specify the distance of each new sewer connection to the nearest manhole when applying for permits. Excavation permits would also be required for each sewer connection since the sewer is in the street.

5. FIRE DEPARTMENT:

   No comments.

6. PARKS & GREENWAYS:

   Approved.

7. DEPARTMENT OF PUBLIC WORKS TRANSPORTATION ENGINEERING RIGHT-OF-WAY DIVISION:

   Approved.

8. DEPARTMENT OF PUBLIC WORKS STORMWATER ENGINEERING DIVISION:

Site Description and Drainage Pattern

	Drainage Basin	Fee in Lieu Flood Control	Fee in Lieu Water Quality	Stream Buffer	Sinkhole or Watershed	Floodplain/ Floodway
2808 N Fort Ave	Pea Ridge Creek	Stormwater Report Required	No	Yes	No	No

All chapter and section references below are to the City's Flood Control and Water Quality Protection Manual Version April 2022.

Detention and Discharge Requirements

1. The property is 1.2 acres in size. A downstream analysis is required before any approval of a fee in lieu of detention for flood control. Analysis includes the availability of flood control volume in a water quality SCM required as part of the public improvements.

Water Quality Requirements

1. Water Quality is required for new development projects or redevelopment projects, with new or increased impervious surfacing, within the city limits of Springfield that disturb 1 acre or greater. Including projects less than 1 acre that are part of a larger common plan of development or sale that will disturb 1 or more acres over the life of the project. Chapter 10 Sec. 2.0.

2. A land disturbance permit will be required with disturbing 1 acre or greater per Chapter 4 Section 5 of the City's Flood Control and Water Quality Protection Manual.

3. Water Quality Credits are available to use in design for preserved trees and new planted trees. Landscaping and Bufferyards trees required by planning cannot be used for the water quality credits unless it is part of a SCM. Chapter 10, Section 3.1.

Floodplain

N/A

Natural Channels and Stream Buffers

1. Partial stream buffer is located on the NE corner of the existing property from the Pea Ridge Creek tributary. Category D Small Tributary requires a minimum 60 feet wide buffer with 30 feet wide buffer from top-of-bank on both sides.

Sinkholes and Karst Features

N/A

9. 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	Fort Ave	Local	City	25	25	NA	No	Yes	**No**
Street 2	Kerr St	Local	City	25	25	NA	No	Yes	**No**

Access

All new and existing driveway approaches shall comply with the requirements of the planned development, and/or current City of Springfield standards for the street classification.

Trails, Bus Stops, And Additional Information

There are no Greenway Trails near the property. There are no bus stops near the property.

Improvements

No improvements are required for this preliminary plat. A traffic study is not required for this plat. All public improvements including sidewalk required for the development must be constructed or escrowed prior to approval of the building permit or plat.

DEVELOPMENT REVIEW STAFF REPORT

CONDITIONS FOR APPROVAL:

ATTACHMENT 2

Staff recommends the Planning and Zoning Commission approve the Preliminary Plat, with the conditions listed below:

1. All improvements shall be constructed in accordance with the “Design Standards for Public Improvements” of the Public Works Department and the maintenance and operation of such improvements shall be the responsibility of the developers unless approved by the Director of Public Works. All required sanitary sewer, street, sidewalk, and drainage plans shall be prepared in accordance with City standards and specifications and approved by the Director of Public Works.

2. All required street rights-of-way, drainage and utility easements and limitations of access shall be dedicated on the final plat.

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 FORT AMOR

A SUBDIVISION LOCATED IN THE S1/2 OF THE E1/2 OF LOT No. 1 OF THE NW1/4 OF SECTION 2, TOWNSHIP 29 NORTH, RANGE 22 WEST OF THE 5th. P.M. IN THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI

(RECORDER)

GRID NORTH

NOTE: ALL BEARINGS ARE BASED ON GPS OBSERVATIONS IN THIS PROJECT MO CENTRAL ZONE

0 20 40 60

(1"= 20')

BASIS FOR COORDINATES

BASED ON THE MISSOURI COORDINATE SYSTEM OF 1983, CENTRAL ZONE USING MODOT SPRINGFIELD CORS ARP
N= 513551.695 FEET
E= 1427959.359 FEET
ZONE= MO CENTRAL
GRID FACTOR= .99998497
ALL COORDINATES ARE SHOWN IN FEET. 1 meter = 3.280833'

FLOOD HAZARD NOTE:
THE FLOOD INSURANCE RATE MAP (FIRM) FROM FEMA, MAP No. 29077C0331E EFFECTIVE 12/17/2010, SHOWS THIS PROPERTY IS LOCATED IN FLOOD ZONE "X" (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN).

LEGEND

- △ — CALCULATED POINT
- ○ — FOUND EXISTING IRON PIN.
- ◉ — EXISTING IRON PIN BY PLS–2002014103.
- ● — SET IRON PIN WITH PLS–2002014103 PLASTIC CAP.
- (M) — MEASURED (P) — PLAT (D) — DEED
- (BSL) — BUILDING SETBACK LINE
- — EXISTING WATER METER — SEWER MANHOLE
- —— S —— S —— S —— S —— SANITARY SEWER

INTERIOR ANGLES OF SUBDIVISION:

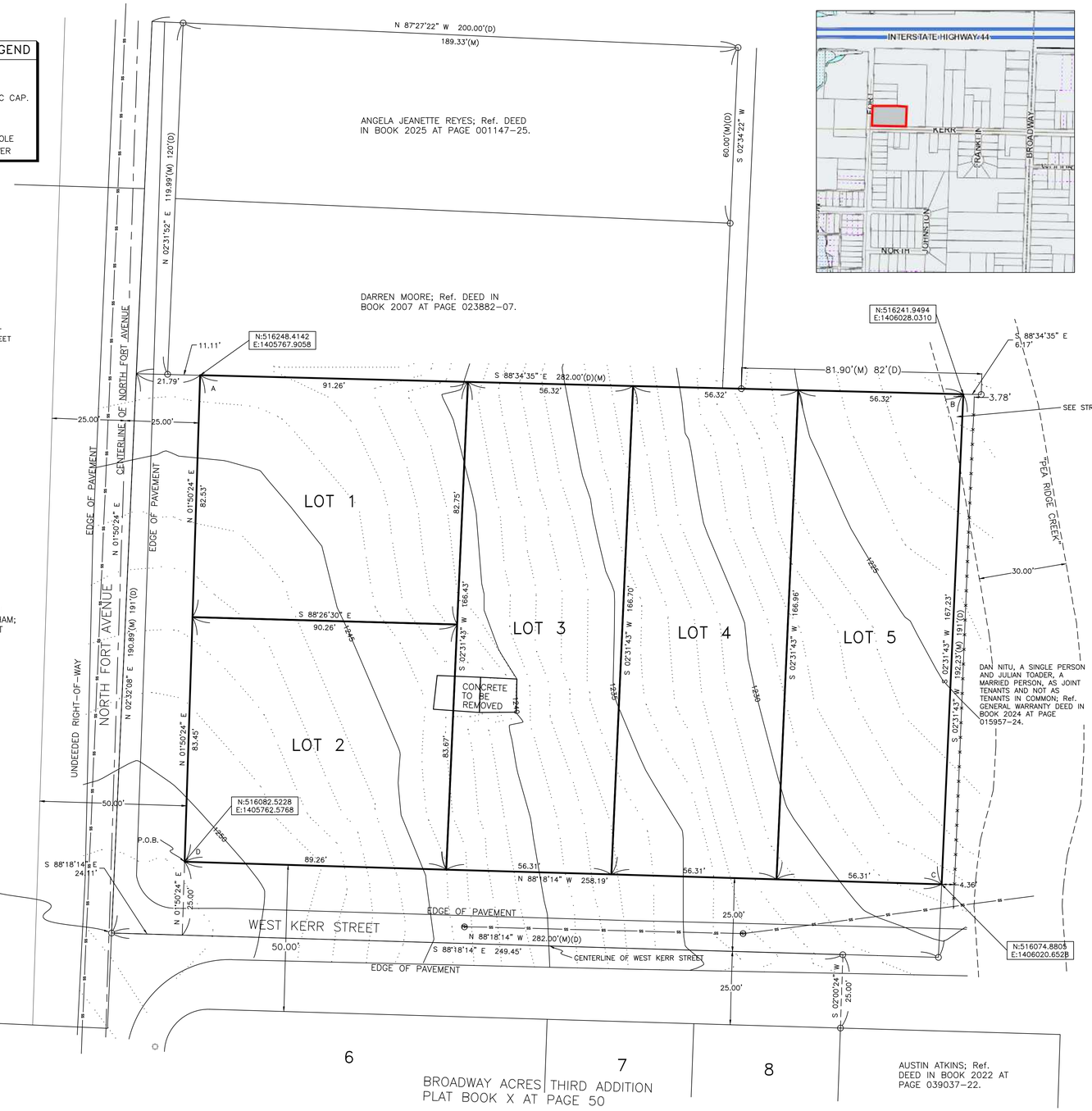
A. 90°24'58"
B. 88°53'42"
C. 90°49'57"
D. 89°51'23"

TOTAL= 360°00'00"

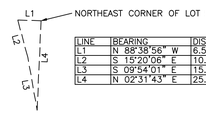
BENCHMARKS

CITY BENCHMARK COS 247
BROADWAY AVE. AT KERR ST. NORTHEAST QUADRANT
COS STANDARD MONUMENT – ELEVATION: 1259.68 FEET

LOCATION SKETCH – NO SCALE



STREAM BUFFER EASEMENT DETAIL



LINE	BEARING	DISTANCE
L1	N 88°38'56" W	6.54'
L2	S 15°20'06" E	10.73'
L3	S 09°54'01" E	15.10'
L4	N 02°31'43" E	25.09'

OWNER/DEVELOPER:
TIP TOP HOMES, LLC; ROBERT McCARTNEY, MANAGING MEMBER; 5268 N. FARM ROAD 171, SPRINGFIELD, MO 65803

DEVELOPMENT NOTES:

TOTAL AREA: 43179.92 SQUARE FEET (0.99 ACRES)

TOTAL NUMBER OF LOTS: 5
LOT 1 – 7500.00 Sq. Ft. 0.17 Ac.
LOT 2 – 7500.00 Sq. Ft. 0.17 Ac.
LOT 3 – 9378.22 Sq. Ft. 0.22 Ac.
LOT 4 – 9393.31 Sq. Ft. 0.22 Ac.
LOT 5 – 9408.39 Sq. Ft. 0.22 Ac.

PROPOSED ZONING DISTRICT: RESIDENTIAL TOWNHOUSE (R–TH)

DATE OF FIRST SUBMITTAL: JULY 8th, 2025

RECORD SOURCE DEED: TIP TOP HOMES, LLC; Ref. G.W.D. IN BOOK 2025 AT PAGE 004179–25.

NO FENCES, PLANTINGS OR OBSTRUCTIONS OTHER THAN MAILBOXES PERMITTED WITHIN THE LIMITS OF ANY RIGHT–OF–WAY OR DRAINAGE EASEMENT.

NO STRUCTURES ARE TO BE BUILT BETWEEN THE RIGHT–OF–WAY LINE AND BUILDING SETBACK LINE.

MAINTENANCE OF ANY AREA REFERRED TO AS A DRAINAGE EASEMENT IS THE RESPONSIBILITY OF THE PROPERTY OWNER ON WHOSE LOTS THE EASEMENT IS LOCATED.

SETBACK NOTE: SETBACKS TO BE DETERMINED BY THE ZONING DISTRICT AT THE TIME OF DEVELOPMENT.

SURFACE WATER DRAINAGE STATEMENT: THE AREA SHOWN HEREON IS NOT LOCATED IN A STORM SEWER DISTRICT AS OF THE DATE OF RECORDING AND MAY BE SUBJECT TO FUTURE ASSESSMENT COST IF INCLUDED IN FUTURE STORM WATER BENEFIT DISTRICT DEEMED NECESSARY RESULTING FROM PROBLEMS CREATED BY SURFACE WATER RUN–OFF. THIS IS DUE TO THE FACT THAT THE SURFACE WATER RUN–OFF IS PRESENTLY BEING ACCOMMODATED BY STREET AND OPEN DRAINAGE FACILITIES.

CERTIFICATE OF APPROVAL BY THE CITY COUNCIL:

I, ANITA COTTER, CITY CLERK OF SPRINGFIELD, GREENE COUNTY, MISSOURI, DO HEREBY CERTIFY THAT THE PLAT OF ELEVATE SUBDIVISION WAS PRESENTED TO,
ACCEPTED AND APPROVED BY THE COUNCIL OF SAID CITY OF SPRINGFIELD, AND
APPROVED BY SPECIAL ORDINANCE NO. _____ ON THIS
_____ DAY OF _____ 20_____.

_____
ANITA J. COTTER, MMC/MPCC
CITY CLERK

ACKNOWLEDGEMENT:
STATE OF MISSOURI
COUNTY OF GREENE } SS

ON THIS ____ DAY OF _____ , 20___ , BEFORE ME PERSONALLY APPEARED ROBERT McCARTNEY, MANAGING MEMBER OF TIP TOP HOMES, LLC, TO ME PERSONALLY KNOWN AND WHO BEING DULY SWORN BY ME DID DEPOSE AND SAY HE IS THE OWNER, OR THE LEGAL REPRESENTATIVE ACTING IN BEHALF OF THE ENTITY OWNER, OF THE PROPERTY DESCRIBED IN THIS DOCUMENT AND THAT HE EXECUTED THIS INSTRUMENT AND SIGNED HIS NAME THERETO BY HIS FREE ACT AND DEED. IN WITNESS WHEREOF I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL AT MY OFFICE THE DAY AND YEAR FIRST ABOVE WRITTEN.

NOTARY PUBLIC SEAL

NOTARY PUBLIC: (SIGNATURE)

NOTARY PUBLIC: (PRINTED NAME)

MY COMMISSION EXPIRES

CERTIFICATE OF APPROVAL BY THE PLANNING AND ZONING COMMISSION:

APPROVED ON THIS _____DAY OF _____ 20__, BY THE PLANNING AND ZONING COMMISSION OF SPRINGFIELD, MISSOURI.

_____
STEPHEN CHILDERS
DIRECTOR OF PLANNING AND DEVELOPMENT

RECORD SOURCE PROPERTY DESCRIPTION:

THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN THE COUNTY OF GREENE AND STATE OF MISSOURI TO WIT:

BEGINNING AT THE SOUTHWEST CORNER OF THE SOUTH ONE HALF (S1/2) OF THE EAST ONE HALF (E1/2) OF LOT ONE (1) OF THE NORTHWEST QUARTER (NW1/4) OF SECTION TWO (2), TOWNSHIP TWENTY–NINE (29), RANGE TWENTY–TWO (22); THENCE NORTH 191 FEET; THENCE EAST 282 FEET; THENCE SOUTH 191 FEET; THENCE WEST 282 FEET TO THE BEGINNING IN THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI, SUBJECT TO ANY PART THEREOF DEEDED, TAKEN OR USED FOR ROAD OR HIGHWAY PURPOSES.

SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS AND COVENANTS OF RECORD, IF ANY.

DESCRIPTION AND EXECUTION OF PLAT:

I, THE UNDERSIGNED, ROBERT McCARTNEY, AM A MEMBER OF TIP TOP HOMES, LLC AND THE OWNER IN FEE SIMPLE OF THE PROPERTY DESCRIBED BELOW,

A PART OF SOUTH ONE–HALF (S1/2) OF THE EAST ONE–HALF (E1/2) OF LOT ONE (1) OF THE NORTHWEST ONE–QUARTER (NW1/4) OF SECTION TWO (2), TOWNSHIP TWENTY–NINE NORTH (T29N), RANGE TWENTY–TWO WEST (R22W) OF THE 5th. P.M. IN THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI DESCRIBED AS FOLLOWS:

COMMENCING FROM THE SOUTHWEST CORNER OF THE S1/2 OF THE E1/2 OF LOT ONE (1) OF THE NW1/4, SAID SEC. 2, THENCE S88°18'14"E ALONG THE SOUTH LINE OF THE S1/2 OF THE E1/2 OF LOT ONE (1) OF THE NW1/4, SAID SEC. 2, 24.11 FEET; THENCE N01°50'24"E, 25.00 FEET TO AN IRON PIN AND SAID IRON PIN MARKS THE TRUE POINT OF BEGINNING; THENCE N01°50'24"E, 165.98 FEET TO AN IRON PIN; THENCE S88°34'35"E, 260.21 FEET TO AN IRON PIN; THENCE S02°31'43"W, 167.23 FEET TO AN IRON PIN; THENCE N88°18'14"W, 258.19 FEET TO THE ABOVE MENTIONED TRUE POINT OF BEGINNING.

SAID LAND HAS BEEN SURVEYED AND SUBDIVIDED IN THE MANNER SHOWN HEREON AND SAID SUBDIVISION SHALL HEREAFTER BE KNOWN AS FORT AMOR SUBDIVISION, ALL EASEMENTS, ADDITIONAL RIGHTS–OF–WAY AS SHOWN ON PLAT ARE HERETOFORE DEDICATED TO THE PUBLIC USE AND ARE HEREBY SO DEDICATED.

ALL STREETS ARE HEREBY DEDICATED TO THE PUBLIC.

IN TESTIMONY WHEREOF, THE UNDERSIGNED TRUSTEE HAS HEREUNTO SET THEIR HAND THIS __ DAY OF _____ ,2025.

ROBERT McCARTNEY – MANAGING MEMBER OF TIP TOP HOMES, LLC

CERTIFICATE NOTES:

MONUMENTS AND IRON PINS SHOWN AS SET WERE PLACED UNDER THE PERSONAL SUPERVISION OF BRADLEY N. MACKEY, PLS–2002014103. LOCATION OF IMPROVEMENTS AS SHOWN HEREON WAS TAKEN FROM VISUAL INSPECTION OF PHYSICAL EVIDENCE ON THE PREMISES AND EASEMENTS, IF ANY ARE SHOWN, ARE THOSE WRITTEN, PROVIDED, OR DISCOVERED; AND THESE ITEMS MAY NOT BE ALL INCLUSIVE. PROPERTY BOUNDARIES AS SHOWN ARE GENERALLY BASED ON DEEDS OF RECORD. VARIATIONS FOUND OUT OF HARMONY AGREEMENT WITH RECORD TITLE LINES ARE AS SHOWN.

SURVEYOR'S CERTIFICATE:

KNOW ALL MEN BY THESE PRESENTS:

THAT I, BRADLEY N. MACKEY, PLS–2002014103, DO HEREBY CERTIFY THAT THIS PLAT WAS PREPARED UNDER MY SUPERVISION FROM AN ACTUAL SURVEY OF THE LAND HEREIN DESCRIBED, AND THAT THE CORNER MONUMENTS AND LOT CORNER PINS SHOWN HEREON WERE PLACED UNDER PERSONAL SUPERVISION OF BRADLEY N. MACKEY, PLS–2002014103, IN ACCORDANCE WITH THE STANDARDS FOR PROPERTY BOUNDARY SURVEYS AS PROMULGATED FOR THE STATE OF MISSOURI BY THE BOARD OF ARCHITECTS, PROFESSIONAL ENGINEERS, PROFESSIONAL LAND SURVEYORS AND PROFESSIONAL LANDSCAPE ARCHITECTS AND THE MISSOURI DEPARTMENT OF AGRICULTURE.

Bradley N. Mackey 07/30/2025
BRADLEY N. MACKEY (PLS–2002014103) DATE

MACKEY SURVEYING
LAND SURVEYORS AND PLANNERS
162 OAK TREE ACRES LANE, BRANSON, MISSOURI 65721

DATE OF PREPARATION: 07/08/2025
PROFESSIONAL LAND SURVEYOR LICENSE NUMBER: PLS–2002014103
PLS CORP. NUMBER: 2022012827

STATE OF MISSOURI
BRADLEY N. MACKEY
NUMBER PLS–2002014103
PROFESSIONAL LAND SURVEYOR

CLIENT: TIP TOP HOMES LLC	417–300–1781
DESCRIPTION: SUBDIVISION PLAT	JOB No.: 25–0952–25
LOCATION: PART OF THE S1/2, E1/2, LOT No. 1, NW1/4 OF SEC. 2, T29N, R22W OF THE 5th. P.M., SPRINGFIELD, GREENE COUNTY, MO.	DATE: 07/30/2025
	SCALE: 1" = 20'
	DWG. No.: 0952–25–1
ORDERED BY: BOBBY McCARTNEY	PAGE No.: 1 OF 1