June 15, 2020
Springfield, Missouri

The City Council met in regular session June 15, 2020 in the Council Chambers at Historic City Hall. The meeting was called to order by Mayor Ken McClure. A moment of silence was observed.

Mayor McClure provided an update on Officer Mark Priebe. He noted after being intentionally struck by a vehicle outside of Springfield Police Headquarters, Officer Priebe sustained extensive and serious injuries, including multiple rib fractures and a spinal cord injury. Mayor McClure noted Officer Priebe will have a long and extensive road to recovery and asked for prayers for Officer Priebe's family.

Roll Call

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

*Members attending via videoconference.

Minutes

The minutes of June 1, 2020 City Council meeting and June 9, 2020 and June 10, 2020 Special City Council meetings were approved as presented.

Consent Agenda

The Consent Agenda was approved as presented.

CEREMONIAL MATTERS

City Manager and Public Health Director Report

Jason Gage, City Manager, provided an update on Officer Mark Priebe. He noted the City of Springfield and the Springfield Police Department (SPD) appreciates the overwhelming outpouring of support from the community following last Tuesday's tragic incident involving veteran SPD Officer Mark Priebe. He noted after being intentionally struck by a vehicle outside of Springfield Police Headquarters, Officer Priebe sustained extensive and serious injuries, including multiple rib fractures and a spinal cord injury. Mr. Gage noted this incident is a terrible reminder of the danger our men and women put themselves in every day to keep us safe. He also noted late Tuesday Officer Priebe had surgery to stabilize his spine and the surgery went well. Mr. Gage noted Officer Priebe will be completing physical rehabilitation out of state. He expressed despite the challenging road ahead, Officer Priebe and his wife Heather maintain a positive and hopeful attitude.

Mr. Gage noted the Phase 3 of the City's Road to Recovery started today, lessening certain restrictions of business and community activities. He noted the order is effective June 15-July 15, 2020; however, it will be reviewed prior to July 5, 2020 when it could change if the City is ready to move into phase 4. Mr. Gage explained the Phase 3 order increases the percentage of occupancy restriction in most categories to 50%, which is a formula created

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to maximize physical distancing. He noted all businesses and organizations are required to carry out, to the greatest degree possible the Centers for Disease Control & Prevention-recommended cleaning guidelines and social distancing. Mr. Gage noted for businesses and organizations open to the public and requiring persons in areas to wear a mask or other facial cover at all times, distance has been reduced to at least three feet. Mr. Gage noted contact sports are allowed in Phase 3.

Mr. Gage provided an update on body cameras for SPD. He referred to the potential of funding body cameras from the "pot-hole" funds. Mr. Gage noted "pot-hole" funds are allocated each year out of the ¼ Cent Capital Improvement Sales Tax and are listed in the annual Capital Improvement Program (CIP) report as "Minor Neighborhood Improvements". Mr. Gage noted Zone council members currently have approximately $606,000 in "pot-hole" funds as of today. He noted another $200,000 is available July 1, 2020 with the approval of the FY2021 Proposed Budget, totaling $806,000. Mr. Gage noted a 2020-2021 budget amendment is not necessary to expend these funds. He noted Law and Finance has determined that body cameras and related annual maintenance costs do meet the criteria for "capital improvement" as required. Mr. Gage noted staff is working on the purchasing process for this equipment. He noted other areas of review include the operational impact to the municipal court and circuit court systems and ongoing costs for handling, reviewing and dissemination of this new electronic evidence. Mr. Gage noted more information regarding this impact will come later. Mr. Gage then reviewed the current estimated cost to purchase a total of 240 body worn cameras, including the first year of annual maintenance/licensing as estimated by SPD is approximately $612,000. He noted there are two components of ongoing City costs that require a funding source:

1. Annual maintenance/license (CAD integration for auto-correlation, redaction, judicial sharing, unlimited cloud storage in Command Central for unlimited agency-wide users) approximately $120,000 per year after the first year. This cost could be paid out of future pot-hole funds or would need a funding source.

2. Additional staffing requirement for SPD administration (two persons) at an annual cost of approximately $80,000 per year. In addition, the municipal court/prosecutor's office would need one additional legal technician at an annual cost of approximately $43,000. These positions would require an additional funding source.

3. We do not yet know the cost or efficiency impact of body worn cameras to the rest of the judicial system.

Mr. Gage concluded based on current pricing, to continue the body worn camera program for an additional 5-year cycle would cost an estimated

$200,000 per year, on average. He noted the process will take approximately three months to put in place.

Councilman Simpson expressed his gratitude to the City Manager and the Chief of Police for their hard work on this issue. He clarified Council would not be voting tonight on body cameras for SPD.

Mr. Gage answered affirmatively.

Councilman Lear clarified there is nothing else Council needs to do or any formal action to be taken for the City to continue with the body camera project for SPD at this time.

Mr. Gage answered affirmatively.

Clay Goddard, Director of Health. Mr. Goddard provided an update on COVID-19. He noted today is the first day of Phase 3 and transitions to increased personal and corporate responsibility. Mr. Goddard noted the most recent cases fit into two main themes, large gatherings where a sick person attends and sharing of vape pens. He reminded Council the virus is spread via respiratory droplets. Mr. Goddard explained comparison results to other Midwest counties with city populations greater than 100,000 and noted Springfield continues to have the lowest rate at 74 cases per 100,000 (versus Columbia at 114 per 100,000; Rochester, Minnesota has 491 per 100,000; and, Sioux Falls, South Dakota has the highest at 1,148 per 100,000). He noted there has been a shift in epicenters in Missouri from metro areas to out state and usually due to travel. Mr. Goddard noted often the travel has been within an hour's distance of Springfield. He expressed concern if neighboring health care systems become overwhelmed, patients will spill over to Springfield's health care systems. Mr. Goddard noted there is continued concern for the disproportionate number of cases in racial and ethnic categories. He noted a significant group in Northwest Arkansas is the Latinx population and often this is due to language barriers, as well as fear of institutions, government, and job loss. Mr. Goddard reiterated testing is not a barrier in Greene County, anyone can be tested, and testing is confidential. He noted as of today there are 235 confirmed cases in Greene County, 10 currently hospitalized, 161 in quarantine, and almost 15,000 have been tested in Greene County.

Mayor McClure expressed his gratitude to Mr. Goddard for keeping Council appraised of the situation and developments.

Councilman Simpson complimented Mr. Goddard on his national television report and speaking to the Great Clips outbreak and sharing his case study results on wearing masks.

Mr. Goddard thanked Councilman Simpson and expressed his opinion he

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hopes people will take away the best practice of wearing a mask in crowded situations.

Mayor McClure thanked Mr. Goddard and noted based on Mr. Goddard's findings, a change was made to the order regarding social distancing and masking.

The following bills appeared on the agenda under Second Reading Bills .

Rezoning of 2607 North Mulroy Road

Sponsor: McGull. Council Bill 2020-113.

A General Ordinance amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning approximately 68 acres of property generally located at 2607 North Mulroy Road from Planned Development 225 and HM, Heavy Manufacturing District with Conditional Overlay District No. 94 to IC, Industrial Commercial District and establishing Conditional Overlay District No. 185; and adopting an updated Official Zoning Map. (Staff and Planning and Zoning Commission both recommend approval.)

Mayor McClure noted public hearing was held on June 1, 2020 on the proposed and is now in front of Council for consideration. He asked for questions or comments from members of Council.

There being no questions or comments, Mayor McClure called for a roll call vote.

Council Bill 2020-113. General Ordinance 6597 was approved by the following roll call vote: Ayes: Lear, McGull, Simpson, Ferguson, Fisk, Hosmer, Ollis and McClure. Nays: None. Absent: Schilling. Abstain: None.

Rezoning of 2001 East Commercial Street

Sponsor: McGull. Council Bill 2020-114.

A General Ordinance amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning approximately 2.16 acres of property generally located at 2001 East Commercial Street from GM, General Manufacturing District to HM, Heavy Manufacturing District; and adopting an updated Official Zoning Map. (Staff and Planning and Zoning Commission both recommend approval.)

Mayor McClure noted public hearing was held on June 1, 2020 on the proposed and is now in front of Council for consideration. He asked for questions or comments from members of Council.

There being no questions or comments, Mayor McClure called for a roll call vote.

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Council Bill 2020-114. General Ordinance 6598 was approved by the following roll call vote: Ayes: McGull, Simpson, Ferguson, Fisk, Hosmer, Ollis, Lear and McClure. Nays: None. Absent: Schilling. Abstain: None.

Rezoning of 6320 South Creeksedge Drive

Sponsor: Simpson. Council Bill 2020-115.

A General Ordinance amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning approximately 0.28 acres generally located at 6320 South Creeksedge Drive from Planned Development No. 318 to Planned Development No. 373; and adopting an updated Official Zoning Map. (Staff and Planning and Zoning Commission both recommend approval.)

Mayor McClure noted public hearing was held on June 1, 2020 on the proposed and is now in front of Council for consideration. He asked for questions or comments from members of Council.

There being no questions or comments, Mayor McClure called for a roll call vote.

Council Bill 2020-115. General Ordinance 6599 was approved by the following roll call vote: Ayes: Simpson, Ferguson, Fisk, Hosmer, Ollis, Lear, McGull and McClure. Nays: None. Absent: Schilling. Abstain: None.

Rezoning of 303 North Scenic Avenue and 2711 West Olive Street

Sponsor: Ferguson. Council Bill 2020-116.

A General Ordinance amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning approximately one acre of property generally located at 303 North Scenic Avenue and 2711 West Olive Street from HC, Highway Commercial District and R-SF, Single-Family Residential District to R-TH, Residential Townhouse District; and adopting an updated Official Zoning Map. (Staff and Planning and Zoning Commission both recommend approval.)

Mayor McClure noted public hearing was held on June 1, 2020 on the proposed and is now in front of Council for consideration. He asked for questions or comments from members of Council.

There being no questions or comments, Mayor McClure called for a roll call vote.

Council Bill 2020-116. General Ordinance 6600 was approved by the following roll call vote: Ayes: Ferguson, Fisk, Hosmer, Ollis, Lear, McGull, Simpson and McClure. Nays: None. Absent: Schilling. Abstain: None.

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Conditional Use Permit 443

Sponsor: Schilling. Council Bill 2020-117.

A Special Ordinance granting Conditional Use Permit No. 443 for the purpose of authorizing an automotive service garage to operate within the GR, General Retail, district located at 2851 West Republic Road as a conditional use. (Staff and Planning and Zoning Commission recommend approval.)
Mary Lilly Smith, Director of Planning and Development, provided a brief overview of the proposed. She noted the proposed is appropriate for low-density housing and had been zoned general retail when annexed in 1996. Ms. Smith noted a conditional use permit is required for an automotive service garage in the general retail district, the proposed meets all 21 standards for a conditional use permit and must be in substantial conformance with the site plan.

Mayor McClure noted public hearing was held on June 1, 2020 on the proposed and is now in front of Council for consideration. He asked for questions or comments from members of Council.

There being no questions or comments, Mayor McClure called for a roll call vote.

Council Bill 2020-117. Special Ordinance 27328 was approved by the following roll call vote: Ayes: Ferguson, Fisk, Hosmer, Ollis, Lear, McGull, Simpson and McClure. Nays: None. Absent: Schilling. Abstain: None.

Annexation of 851 West Farm Road 182

Sponsor: Schilling. Council Bill 2020-118.

A General Ordinance amending Section 1-9 of the Springfield City Code, 'City Limits;' and amending Section 46-1 of the Springfield City Code, 'Boundaries of wards, precincts and council zones;' for the purpose of annexing approximately 10 acres of private property into the City of Springfield, Missouri, generally located at 851 West Farm Road 182 and referenced as Annexation A-3-2020. (Staff recommends approval.)

Councilman Simpson recused himself.

Rezoning of 851 West Farm Road 182

Sponsor: Schilling. Council Bill 2020-119.

A General Ordinance amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning approximately 9.84 acres of property generally located at 851 West Farm Road 182 from County R-1, Suburban Residence District to R-LD Low Density Multi-Family Residential District and establish Conditional Overlay District No. 183; and adopting an updated Official Zoning Map. (Staff recommends approval and Planning and Zoning Commission recommends denial.)

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Councilman Simpson recused himself.

Councilman Lear explained the proposed has a valid protest petition and there is not a super majority to vote as Councilman Schilling is absent and Councilman Simpson has recused himself. Councilman Lear moved to table Council Bill 2020-118 and Council Bill 2020-119 until the June29, 2020 City Council meeting. Councilman Ollis seconded the motion and it was approved by the following roll call vote: Ayes: Fisk, Hosmer, Ollis, Lear, McGull, Ferguson and McClure. Nays: None. Absent: Simpson and Schilling. Abstain: None.

Preliminary Tax Levy

Sponsor: McClure. Council Bill 2020-120.

A Special Ordinance setting a preliminary tax levy on real and personal property for current expenses and debt retirement of the City of Springfield, Missouri, and its boards and agencies for Fiscal Year 2020-2021; and declaring an emergency.

Mayor McClure noted public hearing was held on June 1, 2020 on the proposed and is now in front of Council for consideration. He asked for questions or comments from members of Council.

There being no questions or comments, Mayor McClure called for a roll call vote.

Council Bill 2020-120. Special Ordinance 27329 was approved by the following roll call vote: Ayes: Lear, McGull, Simpson, Ferguson, Fisk, Hosmer, Ollis and McClure. Nays: None. Absent: Schilling. Abstain: None.

2020-2021 City Budget

Sponsor: McClure. Council Bill 2020-121.

A Special Ordinance adopting a budget for the City of Springfield, Missouri, for the Fiscal Year beginning July 1, 2020, and ending June 30, 2021; providing that certain amounts shown in the budget document are appropriated for the various departments specified in said budget; and declaring an emergency.

Mayor McClure noted public hearing was held on June 1, 2020 on the proposed and is now in front of Council for consideration. He asked for questions or comments from members of Council.

There being no questions or comments, Mayor McClure called for a roll call vote.

Council Bill 2020-121. Special Ordinance 27330 was approved by the

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

Deletion of References to Special Business District in City Code

Sponsor: Ollis. Council Bill 2020-122.

A General Ordinance amending Springfield City Code, Chapter 70, 'Licenses, Permits and Miscellaneous Business Regulations,' Article XIII, 'Special Business District,' and Chapter 106, 'Traffic and Vehicles,' Article II, 'Administration and Enforcement,' Division 2, 'Violations and Procedure Upon Arrest,' Section 106-96, 'Authority of persons appointed as conservators of the peace,' to delete all references to the now-terminated Downtown Springfield Special Business District.

Mayor McClure noted public hearing was held on June 1, 2020 on the proposed and is now in front of Council for consideration. He asked for questions or comments from members of Council.

There being no questions or comments, Mayor McClure called for a roll call vote.

Council Bill 2020-122. General Ordinance 6601 was approved by the following roll call vote: Ayes: Simpson, Ferguson, Fisk, Hosmer, Ollis, Lear, McGull and McClure. Nays: None. Absent: Schilling. Abstain: None.

Comprehensive Housing Assistance Program Rules and Regulations During a Declared Emergency

Sponsor: Fisk. Council Bill 2020-123.

A Special Ordinance adopting an amendment to the City's Comprehensive Housing Assistance Program Rules and Regulations by adding Chapter 12, 'Program Rules During a Declared Emergency,' which authorizes the City Manager to modify loan terms in response to certain federal, state and/or local emergency declarations. (Planning staff recommends approval.)

Mayor McClure noted public hearing was held on June 1, 2020 on the proposed and is now in front of Council for consideration. He asked for questions or comments from members of Council.

There being no questions or comments, Mayor McClure called for a roll call vote.

Council Bill 2020-123. Special Ordinance 27331 was approved by the following roll call vote: Ayes: Ferguson, Fisk, Hosmer, Ollis, Lear, McGull, Simpson and McClure. Nays: None. Absent: Schilling. Abstain: None.

Amendment to City's Commercial Loan Program

Sponsor: Lear. Council Bill 2020-124.

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Rules and Regulations During a Declared Emergency

A Special Ordinance adopting an addition to the City's Commercial Loan Program Rules and Regulations by adding Chapter 10, 'Program Rules During a Declared Emergency.' (Planning staff recommends approval.)

Mayor McClure noted public hearing was held on June 1, 2020 on the proposed and is now in front of Council for consideration. He asked for questions or comments from members of Council.

There being no questions or comments, Mayor McClure called for a roll call vote.

Council Bill 2020-124. Special Ordinance 27332 was approved by the following roll call vote: Ayes: Ferguson, Fisk, Hosmer, Ollis, Lear, McGull, Simpson and McClure. Nays: None. Absent: Schilling. Abstain: None.

Intergovernmental Agreement with Missouri State University and Springfield Police Department

Sponsor: Hosmer. Council Bill 2020-125.

A Special Ordinance authorizing the City Manager, or his designee, to enter into an Intergovernmental Agreement with the Board of Governors of Missouri State University for the purpose of continuing to provide enhanced law enforcement services within and around the Missouri State University campus.

Mayor McClure noted public hearing was held on June 1, 2020 on the proposed and is now in front of Council for consideration. He asked for questions or comments from members of Council.

There being no questions or comments, Mayor McClure called for a roll call vote.

Council Bill 2020-125. Special Ordinance 27333 was approved by the following roll call vote: Ayes: Fisk, Hosmer, Ollis, Lear, McGull, Simpson, Ferguson and McClure. Nays: None. Absent: Schilling. Abstain: None.

Memorandum of Understanding with Willard R-II School District and Springfield Police Department

Sponsor: Lear. Council Bill 2020-126.

A Special Ordinance authorizing the City Manager, or his designee, to enter into a Memorandum of Understanding with Willard R-II School District regarding law enforcement services on Willard R-II School District properties located within the City of Springfield.

Mayor McClure noted public hearing was held on June 1, 2020 on the proposed and is now in front of Council for consideration. He asked for questions or comments from members of Council.

There being no questions or comments, Mayor McClure called for a roll call vote.

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Council Bill 2020-126. Special Ordinance 27334 was approved by the following roll call vote: Ayes: Hosmer, Ollis, Lear, McGull, Simpson, Ferguson, Fisk and McClure. Nays: None. Absent: Schilling. Abstain: None.

Infrastructure Reimbursement Agreement with Costco

Sponsor: Ollis. Council Bill 2020-132.

A Special Ordinance authorizing the City Manager, on behalf of the City of Springfield, to enter into an Infrastructure Reimbursement Agreement with Costco Wholesale Corporation, for improvements to South Eastgate Avenue and East Olive Street to facilitate the development of the property for the Costco development.

Mayor McClure noted public hearing was held on June 1, 2020 on the proposed and is now in front of Council for consideration. He asked for questions or comments from members of Council.

Councilman Simpson expressed his excitement for the proposed noting specifically above average wages and a comprehensive benefit package offered by Costco.

Councilman Ollis echoed Councilman Simpson's comments and expressed his opinion the proposed is a bellwether sign for Springfield and encourages future expansions.

Mayor McClure congratulated Ms. Smith and her staff on the proposed.

Council Bill 2020-132. Special Ordinance 27335 was approved by the following roll call vote: Ayes: Ollis, Lear, McGull, Simpson, Ferguson, Fisk, Hosmer and McClure. Nays: None. Absent: Schilling. Abstain: None.

The following bill appeared on the agenda under Resolutions .

Deed Transfer from Dickerson Park Zoo to City Utilities

Sponsor: Ferguson. Council Bill 2020-134.

A Resolution authorizing the Mayor to execute a deed transferring title to a small portion of the Park Board's Dickerson Park Zoo real property from the Park Board to City Utilities for expansion of City Utilities' power substation.

Lana Woolsey, Assistant City Attorney, provided a brief overview of the proposed. She noted the proposed is a request to transfer .478 acres from the Park Board's Dickerson Park Zoo property to City Utilities for expansion of City Utilities' power substation. She noted City Utilities needs to expand the substation to meet the needs of the Zoo and the citizens in the area. Ms. Woolsey explained the Park Board did not have an intended use for this property and both parties have approved the transfer.

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Mayor McClure noted public hearing was held on June 1, 2020 on the proposed and is now in front of Council for consideration. He asked for questions or comments from members of Council.

There being no questions or comments, Mayor McClure called for a roll call vote.

Council Bill 2020-134. Resolution 10513 was approved by the following roll call vote: Ayes: Lear, McGull, Simpson, Ferguson, Fisk, Hosmer, Ollis and McClure. Nays: None. Absent: Schilling. Abstain: None.

The following bills appeared on the agenda under Emergency Bills .

CARES Act and CDBG and HOME Grants Substitute 1

Sponsor: Council. Council Bill 2020-109 S1.

A Special Ordinance authorizing the City Manager, or his designee, to accept additional Community Development Block Grant funds allocated by the U.S. Department of Housing and Urban Development from the Coronavirus Aid, Relief, and Economic Security Act emergency funding and to enter into any necessary agreements and exercise all powers necessary to select and implement any projects for funding; amending the Fiscal Year 2019 Annual Action Plan for the Community Development Block Grant and HOME Investment Partnerships Program; amending the budget of the City's Department of Planning and Development for Fiscal Year 2019 in the amount of $916,138.00; and declaring that this Ordinance qualifies as a one-reading bill pursuant to City Charter Section 2.16(25). (Staff recommend approval.)

Mary Lilly Smith, Director of Planning and Development, provided a brief overview of the proposed. She noted the proposed had a reading two weeks ago and was then followed by a special Council lunch to discuss input received last week and have crafted a substitute bill. Ms. Smith noted the proposed allocates additional Community Development Block Grant (CDBG) funds received through the Coronavirus Aid, Relief, and Economic Security (CARES) Act previously designated as contingency funds to housing, directs staff to provide business assistance as forgivable loans, and directs staff to expedite housing assistance and homelessness assistance by amending contracts with service providers. She noted existing service providers have been contacted and have capacity to provide rental assistance. Therefore, the proposed could provide assistance to 200 families for three-month period with rental assistance. Ms. Smith noted the City is also working with the homelessness service providers to immediately get funds distributed. Ms. Smith explained funds will be borrowed from the CDBG accounts to jump start the process while waiting on funds from Housing and Urban Development (HUD). She noted previously the funds for business assistance was a loan and it would now be structured as a

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forgivable loan. Ms. Smith explained the loan could be up to $10,000 for businesses negatively impacted by COVID-19 in order to retain jobs. Ms. Smith reviewed requirements such as the business must have been in operation at least one year prior to application, the number of employees to be retained, and a loan length of at least one year. Ms. Smith noted staff has worked diligently and starting tomorrow staff is ready to start the business programs and address waiting contracts.

Councilman McGull asked who will be processing the loans.

Ms. Smith answered they will be done in-house by the City.

Councilman Hosmer asked where the language about forgivable loans is in the proposed.

Ms. Smith answered Section 6 line 82.

Councilman Hosmer asked for clarification on job retention.

Ms. Smith answered the information is not listed in the ordinance. She noted it is consistent with the loan programs and Council grants staff the authority to make those rules. Ms. Smith explained staff have drafted Frequently Asked Questions (FAQs) addressing the requirements which will be published tomorrow.

Councilman Hosmer clarified the only language addressing job retention is what is listed on line 82. Councilman Hosmer asked if Council will be able to see the language.

Ms. Smith answered affirmatively. She noted the language can be provided and is ready to be published tomorrow.

Councilman Hosmer asked about the number of jobs retained required for a forgivable loan, how the impact from COVID-19 will be measured, terms are if the loan is not forgivable, and if the anticipation is most loans will be forgivable.

Ms. Smith reviewed the required number of employees to be retained and measurement for impact from COVID-19. She noted loans that are unforgivable will be amortized over 10 years at 2% interest and yes, the hope is most loans will be forgivable.

Councilman Hosmer clarified of the $916,000, $183,000 will to affordable housing and there is $800,000 in the commercial loan fund.

Ms. Smith answered affirmatively and noted an additional $200,000 will also be moved from the home loan fund to affordable housing.

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Councilman Hosmer asked if the commercial loan funds will be subject to the same limitations.

Ms. Smith answered the commercial loan program is subject to much stricter limitations and noted loans are underwritten, must be collateralized, required job creation, and interest rates are tied to prime.

Councilman Hosmer asked if there is a higher need in the housing program than the amount of money appropriated.

Ms. Smith answered she did not know. She noted with the allocations, 200 families could be assisted with rent for three months and 40 businesses could be assisted with $10,000 loans. She noted the importance of getting the money distributed quickly and noted a request has been made to HUD to move up to 25% of funds between the two accounts based on demand.

Councilman Hosmer asked if Council action would be necessary if funds need to be transferred between accounts.

Ms. Smith answered it does not, the transfer is part of the action plan of the proposed bill.

Councilman Hosmer expressed concern for ensuring equitable distribution between businesses and housing.

Mayor McClure clarified of the $916,000, $330,038 is for public services and homelessness and another $183,000 for affordable housing assistance for a total of $513,038. He asked if 56% of the $916,000 is being used for public services, homelessness, or affordable housing assistance.

Ms. Smith answered affirmatively and noted another $200,000 is also being added.

Councilman Simpson noted there is to be additional CARES Act funding for agencies working with affordable housing and asked if an amount or timeline had been determined.

Ms. Smith answered not at this time.

Mayor McClure noted the Greene County Commission announced last week Lyle Foster had been appointed to head the process and Mr. Foster started last week.

An opportunity was given for citizens to express their views.

Summer Massey, Senior Vice President at Arvest Bank, expressed her

gratitude to the Mayor and Council for their hard work, especially during the pandemic. She expressed her favor for the proposed and encouraged use for small businesses. Ms. Massey noted Arvest bank has witnessed the struggle of small businesses. Ms. Massey expressed her opinion the impacts from COVID-19 affect the lives of both the owner and the employees, noting permanent business closures and job loss. She expressed her opinion by supporting the small businesses, not only are the owners supported, but also the employees and the employee's families.

Christopher Smith spoke against the proposed. He expressed his concern for the number of people who may become homeless. He noted he has been tracking the number of eviction suits in the county courts and believes approximately 171 suits have been filed. Mr. Smith expressed his opinion helping people pay their rent is also helping businesses because landlords are business owners. Lastly, Mr. Smith expressed his belief the money is coming from HUD should be used for housing.

Megan Short thanked Council for their thoughtful approach in the allocation of funds. She encouraged support for the proposed as outlined. Ms. Short expressed her opinion many small businesses are struggling, facing undue hardships, and have tried to be innovative and creative in the new normal. She expressed her belief small businesses are a huge part of the local economy and their success, really means the success of our citizens and the individuals they support by the jobs they provide.

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

Council Bill 2020-109 S1. Special Ordinance 27336 was approved by the following roll call vote: Ayes: Lear, McGull, Simpson, Ferguson, Fisk, Hosmer, Ollis and McClure. Nays: None. Absent: Schilling. Abstain: None.

CARES Act and CDBG and HOME Grants

Sponsor: Hosmer. Council Bill 2020-109.

A Special Ordinance authorizing the City Manager, or his designee, to accept additional Community Development Block Grant funds allocated by the U.S. Department of Housing and Urban Development from the Coronavirus Aid, Relief, and Economic Security Act emergency funding and to enter into any necessary agreements and exercise all powers necessary to select and implement any projects for funding; amending the Fiscal Year 2019 Annual Action Plan for the Community Development Block Grant and HOME Investment Partnerships Program; amending the budget of the City's Department of Planning and Development for Fiscal Year 2019 in the amount of $916,138.00; and declaring that this Ordinance qualifies as a one-reading bill pursuant to City Charter Section 2.16(25). (Staff recommend approval.)

Council Bill 2020-109 failed due to the passage of Council Bill 2020-109 Substitute 1.

Use of Landscaping and Bufferyards for Outdoor Dining Spaces During Civil Emergency

Sponsor: Schilling. Council Bill 2020-135.

A General Ordinance suspending enforcement of Springfield City Code Section 36-450(4)(b), 'Accessory structures and uses,' Section 36-453, 'Supplemental open space and yard regulations,' and Section 36-482, 'Landscaping and bufferyards,' in order to allow the use of open spaces, yards, and bufferyards as outdoor dining spaces to provide additional dining and service opportunities during the Mayor's declaration of civil emergency; and declaring an emergency pursuant to City Charter Section 2.12.

Mary Lilly Smith, Director of Planning and Development, provided a brief overview of the proposed. She noted the proposed was requested by Mayor Pro Tem Ferguson and is made in the same spirit as two previous bills allowing for outdoor dining spaces to be created. Ms. Smith noted the proposed would allow outdoor dining in the required green spaces. She explained the applicant would submit a site plan, the space cannot be used for yard games or other activities, there will be no fee, and will be in effect until restaurants are permitted 100% occupancy, the Mayor withdraws the Civil Emergency Order or November 30, 2020 , whichever is earlier.

Councilman McGull expressed his favor for the proposed. He also expressed his opinion the proposed may be an opportunity to experiment with closing off the square and allowing restaurants to operate in the square. Councilman McGull expressed his support for using creativity during this time and for activities on the square.

Councilman Simpson expressed his opinion the proposed allows business operational flexibility and encouraged continued creativity and innovation, citing the Open Streets Project.

Councilman Ollis expressed his gratitude to staff for their work and Mayor Pro Tem Ferguson for the idea. He echoed sentiments for creativity and innovation to help both small businesses and citizens.

Mayor Pro Tem Ferguson expressed gratitude to Ms. Smith and her staff for the quick turn around on the proposed. She expressed her opinion dining on green space is a positive for citizens, guests to our city, and opportunity for business to serve their customers.

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

Mayor McClure asked for questions or comments from members of Council.

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Mayor Pro Tem Ferguson asked for clarification from City Attorney, Rhonda Lewsader based on the fact she is employed in the hospitality industry and the business she works for would be impacted by the proposed, does she need to recuse herself.

Rhonda Lewsader, City Attorney, answered Mayor Pro Tem Ferguson is not obligated to recuse because she has stated what her interest is, which meets the requirements of the code of ethics and the City Code. Ms. Lewsader noted Mayor Pro Tem Ferguson is now free to vote on the legislation; however, Mayor Pro Tem Ferguson may recuse if it were to make her feel more comfortable.

There being no further questions or comments, Mayor McClure called for a roll call vote.

Council Bill 2020-135. General Ordinance 6602 was approved by the following roll call vote: Ayes: Simpson, Ferguson, Fisk, Hosmer, Ollis, Lear, McGull and McClure. Nays: None. Absent: Schilling. Abstain: None.

PUBLIC IMPROVEMENTS

GRANTS

AMENDED BILLS

PUBLIC HEARING

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

Council Bill 2020-136 and Council Bill 2020-137 were read together.

Agreement with the Greater Springfield Area Sports Commission, Inc.

Sponsor: Fisk. Council Bill 2020-136.

A Special Ordinance authorizing the City Manager, or his designee, to enter into an agreement with the Greater Springfield Area Sports Commission, Inc., in the amount of $43,940.00, for the purpose of promoting the attraction of sporting events to the community.

Agreement with the Springfield Convention and Visitors Bureau, Inc.

Sponsor: Ollis. Council Bill 2020-137.

A Special Ordinance authorizing the City Manager, or his designee, to enter into an agreement with the Springfield Convention and Visitors Bureau, Inc., in the amount of $2,065,730, for the purpose of promoting travel and tourism within the City of Springfield.

Tracy Kimberlin, President of Springfield Convention & Visitors Bureau, provided a brief overview of the proposed. He noted both the Sports

Commission and the Convention and Visitors Bureau contracts before Council. Mr. Kimberlin noted both are renewals of existing contacts and the only changes to either contract was the dates. He noted the biggest change for the Convention and Visitors Bureau is the budget. Mr. Kimberlin noted the budget will be down considerably compared to last year, as the hotel taxes are down due to COVID-19.

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

Agreement with the Springfield Regional Arts Council, Inc.

Sponsor: Lear. Council Bill 2020-138.

A Special Ordinance authorizing the City Manager, or his designee, to enter into an agreement with the Springfield Regional Arts Council, Inc., in the amount of $29,264.00, for the purpose of promoting the visual and performing arts in Springfield, Missouri.

Allin Sorenson, Professor of Music / Voice and Choral Ensembles Dean, School of Communication & Fine and Performing Arts, Drury University, provided a brief overview of the proposed. He noted he is a professor at Drury University, but appears before Council on behalf of the Arts Council. Mr. Sorenson noted the Arts Council receives $29,264 from the hotel tax. He reviewed different aspects, facilities, and activities of the Arts Council. Mr. Sorenson noted the proposed is a renewal of the current contract with changes only made to the dates and budget amount.

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

Taxable Industrial Development Revenue Bonds for the Kraft Heinz Foods Company Project

Sponsor: Hosmer. Council Bill 2020-139.

A Special Ordinance authorizing a plan for an industrial development project for Kraft Heinz Foods Company, consisting of the acquisition and installation of new equipment and machinery at the existing plant; and authorizing the City of Springfield, Missouri, to issue its Taxable Industrial Development Revenue Bonds (Kraft Heinz Foods Company Project), in a principal amount not to exceed $48,000,000 and authorizing and approving certain documents and actions in connection therewith.

Sarah Kerner, Director of Economic Development, provided a brief overview of the proposed. She noted Council has seen the preliminary intent of the proposed and the proposed is now coming to Council in full prepared form for consideration and approval. Ms. Kerner explained the project is for the installation and new manufacturing lines, new processing equipment, and improvements to existing lines and processes. She noted the total capital investment is over $48 million and the public benefit is the retention of 950 jobs and the continued viability of Kraft's manufacturing operations in

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Springfield. Ms. Kerner reviewed previous projects between Kraft and the City of Springfield, the incentive being requested, and the project benefits. She reviewed the Chapter 100 policies, the impact on local taxing jurisdictions, and the risks to the City.

Councilman Lear asked the estimated useful life of the property being purchased.

Ms. Kerner answered the depreciation period is seven years, but generally the equipment is used for a longer period.

Councilman Lear asked if the other taxing jurisdictions commented.

Ms. Kerner answered they have all been mailed notices, but no comments have been received.

Councilman Hosmer asked if the job retention provisions are in the performance agreement in Exhibit A.

Ms. Kerner answered affirmatively, but then noted she did not have the document in front of her.

Councilman Hosmer asked if it was a sliding scale based on retaining employment numbers.

Ms. Kerner answered affirmatively.

David Martin, attorney at Gilmore and Bell, explained the metric noting it provides a linear reduction of the abatement based on the amount of failure to produce jobs.

Councilman Hosmer clarified the hope is to maintain the 950 jobs or grow.

Ms. Kerner answered affirmatively.

Councilman Hosmer expressed his support for the proposed, but clarified he does not want taxpayers paying for machinery to replace employees.

An opportunity was given for citizens to express their views.

John Oke-Thomas, President and CEO of Oke-Thomas Associates and Architects, spoke in favor of the proposed. He expressed his opinion investing in the community is very important, especially as we recover from the pandemic, and Kraft is valuable to the economy. He expressed his opinion manufacturing jobs, like the ones at Kraft, are crucial as they pay above average wages and provide benefits. Mr. Oke-Thomas encouraged Council to use every tool available to close the gap between minorities and

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the community at large. He asked for every effort to be made to retain high quality jobs, especially those owned by minorities, for the betterment of Springfield.

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

Bid of Ewing Signal Construction, LLC

Sponsor: Fisk. Council Bill 2020-140.

A Special Ordinance approving the Annual Maintenance Agreement for Traffic Signals for Fiscal Year 2020-2021; accepting the bid of Ewing Signal Construction, LLC, in the amount of $162,126.00; and authorizing the City Manager to enter into a contract with such bidder for the purpose of maintaining the City's traffic signal infrastructure.

Dan Smith, Director of Planning and Development, provided a brief overview of the proposed. He noted the contract is bid annually for maintenance of the signal system. Mr. Smith noted the proposed allows for repairs to be made quickly, reduces the negative impact on traffic, and is done as needed. He noted the winning bidder was Ewing Signal Construction.

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

Amending Chapter 94 of Solid Waste Regulations

Sponsor: Hosmer. Council Bill 2020-141.

A General Ordinance amending the Springfield City Code, Chapter 94, 'Solid Waste Regulations,' to add a requirement that residential trash containers shall not be placed at the curb for more than 24 hours and to update several references and other housekeeping items.

Errin Kemper, Director of Environmental Services, provided a brief overview of the proposed. He noted the proposed updates Chapter 94 which has not been updated for several decades and most changes are minor. Mr. Kemper noted posting rates have been removed because it was fairly ineffective to generating useful information. He noted language was added at the request of Councilman Hosmer which limits the amount of time a trash container can be left at the curb.

Councilman McGull asked about the difference between City and State liability insurance requirements for waste haulers.

Mr. Kemper answered the City is not proposing any changes to the liability insurance requirements. He noted reference to insurance requirements in the memo he sent out was from identified high level elements in other communities and was only presented for Council consideration.

Mayor Pro Tem Ferguson asked for clarification on the removal of waste

haulers posting rates with the City.

Mr. Kemper answered 18 months to two years ago a request was sent to waste haulers for their rates. He noted some waste haulers were unwilling to share their rates and there is a large variety of services offered making posting rates difficult. Mr. Kemper cited examples such as trash removal, recycling, bundling trash with recycling, and rates vary by location in the city. He noted this makes comparison shopping for citizens difficult.

Mayor Pro Tem Ferguson asked if Environmental Services would ensure compliance of returning trash containers within 24 hours.

Mr. Kemper answered most likely; however, they do not have dedicated staff for enforcement. He noted most likely a letter would be developed to be sent out on a complaint basis.

Mayor Pro Tem Ferguson asked what the consequences are if someone disobeys the ordinance.

Mr. Kemper answered within Chapter 94 there is a progressive tool, but he would defer to the City Attorney for her question.

Mayor Pro Tem Ferguson asked approximately how many people have trash services in the city.

Mr. Kemper answered approximately 70,000 based on the number of sewer connections.

Councilman Ollis expressed concern about compliance. He expressed his belief there is already a problem with nuisance properties, however we have started making progress and asked if the proposed would take any prioritization away from addressing the nuisance properties.

Jason Gage, City Manager, answered the proposed does not have to be a priority if Council does not want it to be a priority; however, most communities have an ordinance similar to the proposed. Mr. Gage noted the proposed is more of a housekeeping item, it is a minor change, and it complements the larger ordinances as we address our neighborhood concerns.

Councilman Hosmer noted since 1981 the law has stated if trash is put out in a plastic bag, after 24 hours the bag must be taken back in if it has not been picked up. He expressed his opinion there should be the same legislation for trash containers. He noted constituents have contacted him explaining people put their trash contains in the driveway and leave the container there 24/7 and if they contact the City, there is nothing that can be done. Councilman Hosmer expressed his concern trash containers are

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knocked down, trash spills, and it makes our city dirty. He expressed his opinion legislation should not be needed to make people do what they should be doing, but sometimes it is necessary.

Councilman McGull expressed his agreement with Councilman Hosmer. He expressed his belief the proposed will not be a big problem, but there is a need for legislation in order to allow enforcement.

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

PETITIONS, REMONSTRANCES, AND COMMUNICATIONS

Rene Goodwin thanked Council for their hard work during these unprecedented times. Ms. Goodwin addressed Council about body camera for the Springfield Police Department. She noted her son died in 2016 while in police custody. Ms. Goodwin expressed her opinion if body cameras were worn it would allow for monitoring situations, possibly saving the City money on potential lawsuits, transparency, and accountability.

Councilman McGull expressed his sympathy for Ms. Goodwin's loss.

Tim Havens addressed Council regarding Resolution 10510 in response to the death of George Floyd in Minneapolis, Minnesota. He expressed his opinion section four of the resolution has been violated by accepting police behavior in Springfield similar in nature to police action in Minneapolis demonstrating little value for Black Lives Matter. Mr. Havens expressed his belief Council is responsible for police behavior and have abdicated responsibility as demonstrated by the arrest of Mr. Gregory Robinson on March 30, 2020. Mr. Havens expressed his opinion the City needs to provide one paid staff member for each Council member to provide more time to speak with constituents and follow police activities. He expressed his opinion the police force is the most important agency to our freedom, but also the most dangerous and so we must always question the use of their authority.

Councilman Hosmer noted he has watched the police video of Mr. Robinson and expressed his surprise of Mr. Havens bringing it up as an issue. He expressed his belief anytime law enforcement reacts to a situation it is difficult, but he noted Mr. Robinson had two guns on his person when he was stopped, he refused to get out of his vehicle, and he resisted. Councilman Hosmer expressed his opinion a police officer that abuses his power or does something wrong, should be penalized, but noted serving as a police officer in Springfield is a very tough job. He expressed his opinion when someone is carrying a weapon and making threats to an officer, the force used to detain the suspect was appropriate for the situation and should not be construed to be similar to the George Floyd situation. Councilman

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Hosmer expressed his disagreement with Mr. Haven's assertions the officers acted inappropriately, and that City Council has not been actively involved in policing strategies and working the Chief Williams.

Mr. Havens disagrees with Councilman Hosmer. He expressed his opinion Council needs to be involved and know about police training, the rules police operate under, the academy, outside investigations for shootings and beatings, outside investigations for racial incidents, change the five year report back to a yearly report, and a staff member needs to be provided to each Council member in order to understand what is happening in the police department.

Jonathan Hesford submitted comments via email in favor of body cameras for the Springfield Police Department. He expressed his opinion body cameras are a safety measure for all members of the community. Mr. Hesford expressed his opinion the voice of the Black Lives Matter community deserves special priority and he aligns himself with the Black Lives Matter group.

Nick Dungy submitted comments via email regarding relaxing COVID-19 guidelines and regulations. He expressed his concern for relaxing COVID-19 guidelines while there has been an increase in COVID-19 cases in the city and state in the last week. Mr. Dungy expressed his opinion it is too soon to open businesses.

The following item appeared on the agenda under New Business .

Records Destruction

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

UNFINISHED BUSINESS

MISCELLANEOUS

CONSENT AGENDA FIRST READING BILLS

CONSENT AGENDA ONE READING BILLS

The following bill s appeared on the agenda under Consent Agenda Second Reading Bills .

Preliminary Plat of East Sunshine Property Group

Sponsor: Schilling. Council Bill 2020-127.

A Special Ordinance authorizing the Director of Planning and Development to accept the dedication of public streets and easements to the City of Springfield, as shown on the Preliminary Plat of East Sunshine Property

Group, generally located at 1750 South Campbell 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.)

Council Bill 2020-127. Special Ordinance 27337 was approved by the following roll call vote: Ayes: Ollis, Lear, McGull, Simpson, Ferguson, Fisk, Hosmer and McClure. Nays: None. Absent: Schilling. Abstain: None.

Preliminary Plat of Degraffenreid-Wood Subdivision

Sponsor: Schilling. Council Bill 2020-128.

A Special Ordinance authorizing the Director of Planning and Development to accept the dedication of public streets and easements to the City of Springfield, as shown on the Preliminary Plat of Degraffenreid-Wood Subdivision, generally located at 2001 West Walnut Lawn Street, upon the applicant filing and recording a final plat that substantially conforms to the preliminary plat; and authorizing the City Clerk to sign the final plat upon compliance with all the terms of this Ordinance. (Staff recommends that City Council accept the public streets and easements.)

Council Bill 2020-128. Special Ordinance 27338 was approved by the following roll call vote: Ayes: Ollis, Lear, McGull, Simpson, Ferguson, Fisk, Hosmer and McClure. Nays: None. Absent: Schilling. Abstain: None.

Preliminary Plat of Troy Acres

Sponsor: Ferguson. Council Bill 2020-129.

A Special Ordinance authorizing the Director of Planning and Development to accept the dedication of public streets and easements to the City of Springfield, as shown on the Preliminary Plat of Troy Acres 1st Addition, generally located at 500 block of South Troy 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.)

Council Bill 2020-129. Special Ordinance 27339 was approved by the following roll call vote: Ayes: Ollis, Lear, McGull, Simpson, Ferguson, Fisk, Hosmer and McClure. Nays: None. Absent: Schilling. Abstain: None.

Library Board

City Council confirmed the following reappointments to the Springfield-Greene County Public Library Board: Cindy Waites and Emily Denniston with terms to expire July 1, 2023.

Airport Board

City Council confirmed the following appointments and reappointments to the Airport Board: Felicia Morgan and Jamie Holstein with terms to expire

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June 1, 2023; the reappointment of: Jaimie Trussell and Michael Hoppman with terms to expire June 1, 2022; and, the reappointment of: Joe Carmichael and Catherine Moore with terms to expire June 1, 2023.

END OF CONSENT AGENDA.

Motion to Adjourn

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

The meeting adjourned at 8:58 p.m.

Prepared by
Monica Paxton

Anita J. Cotter, CMC/MRCC
City Clerk

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One-rdg. _____
P. Hrngs. X
Pgs. 15
Filed: 05-26-20

Sponsored by: Schilling

First Reading: _____ Second Reading: _____

COUNCIL BILL 2020-118 GENERAL ORDINANCE _____

AN ORDINANCE

AMENDING Section 1-9 of the Springfield City Code, ‘City Limits;’ and amending Section 46-1 of the Springfield City Code, ‘Boundaries of wards, precincts and council zones;’ for the purpose of annexing approximately 10 acres of private property into the City of Springfield, Missouri, generally located at 851 West Farm Road 182 and referenced as Annexation A-3-2020. (Staff recommends approval.)

WHEREAS, a verified petition requesting annexation was filed by the owners of all fee interests of record in all tracts of real property located within the area proposed to be annexed, as described in "Exhibit A," said area being generally located at 851 West Farm Road 182; and

WHEREAS, said petition was presented to City Council more than fourteen, but less than sixty days prior to the public hearing thereon; and

WHEREAS, proper notice was published at least seven days prior to the public hearing and no written objection was received; and

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

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

Section 1 – City Council, after holding a public hearing, hereby determines that the annexation of the property described in "Exhibit A," which is attached hereto and incorporated herein by this reference, is reasonable and necessary to the proper development of the City, the City has the ability to furnish normal municipal services to the area annexed within a reasonable time, and that the area is contiguous and compact to the existing boundaries of the City.

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

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

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

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

Section 6 – This Ordinance shall be in full force and effect from and after passage.

Passed at meeting: _____

_____
Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: _____, Assistant City Attorney

Approved for Council action: _____, City Manager

EXPLANATION TO COUNCIL BILL 2020-118

FILED: 05-26-20

ORIGINATING DEPARTMENT: Planning and Development

PURPOSE: Amending Section 1-9 of the Springfield City Code, 'City Limits;' and amending Section 46-1 of the Springfield City Code, 'Boundaries of wards, precincts and council zones;' for the purpose of annexing approximately 10 acres of private property into the City of Springfield, Missouri, generally located at 851 West Farm Road 182 and referenced as Annexation A-3-2020.(Staff recommends approval).

BACKGROUND INFORMATION:

The owner(s) of the private property generally located at 851 West Farm Road 182 is requesting annexation into the City of Springfield. The owner of the property has signed a petition to request annexation into the City of Springfield. The property is within the City of Springfield's Urban Service Boundary and is immediately adjacent to the City of Springfield. The applicant intends to develop a multi-family development at a density lower than 11 dwelling units per acre. The existing use is single-family residential.

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

REMARKS:

The area to be annexed is contiguous to the City of Springfield. See "Exhibit B" for the location of the private property to be annexed.

RECOMMENDATIONS:

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

2. The area to be annexed is contiguous to the City of Springfield and all City services can be provided to the property.

3. The *Growth Management and Land Use Plan* of the *Comprehensive Plan* supports the annexation because it enhances government efficiencies through rational and simplified city boundaries.

4. The property owner(s) has petitioned the City for annexation.

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

Staff recommends the annexation of this private property.

Submitted by:

R. Daniel Neal, Senior Planner

Recommended by:

Mary Lilly Smith, Director

Approved by:

Jason Gage, City Manager

EXHIBITS:
Exhibit A, Legal Description
Exhibit B, Development Review Staff Report

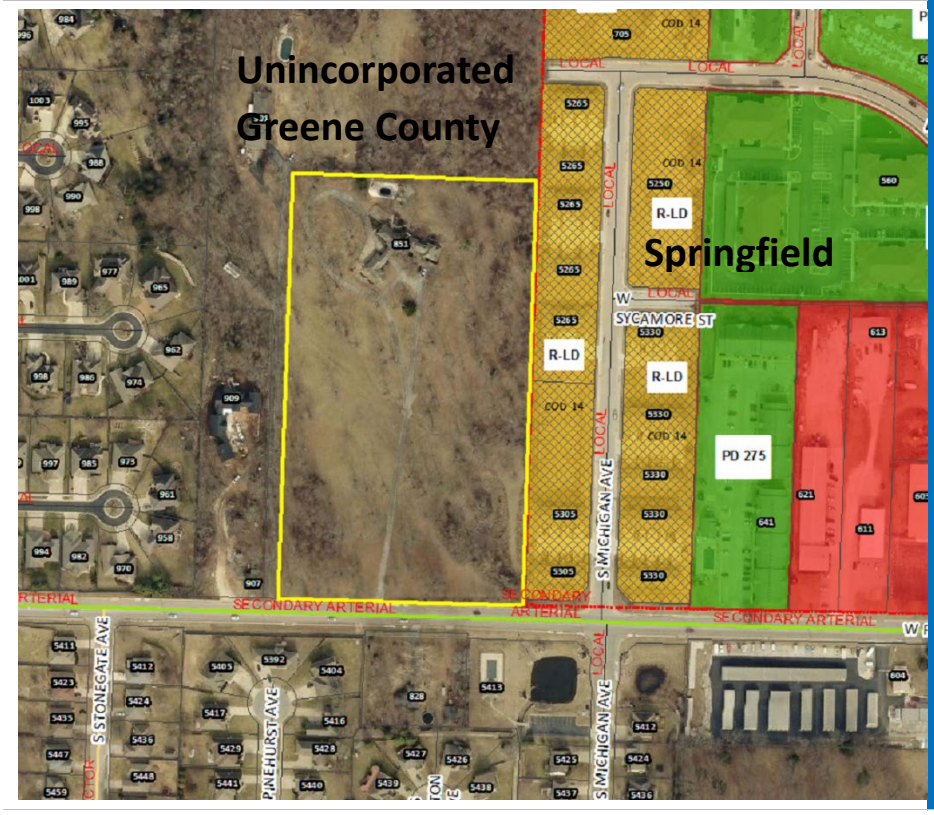
ATTACHMENTS:
Attachment 1, Department Comments
Attachment 2, Annexation Schedule

Exhibit A

LEGAL DESCRIPTION
ANNEXATION A-3-2020

BEGINNING AT THE SOUTHEAST CORNER OF THE WEST ONE HALF (W½) OF THE EAST ONE HALF (E½) OF THE SOUTHWEST QUARTER (SW¼) OF THE NORTHEAST QUARTER (NE¼) OF SECTION TWENTY-THREE (23), TOWNSHIP TWENTY-EIGHT (28), RANGE TWENTY-TWO (22); THENCE NORTH 927 FEET; THENCE WEST 170 FEET; THENCE NORTH 15 FEET; THENCE WEST 15 FEET; THENCE SOUTH 15 FEET; THENCE WEST 324.9 FEET; THENCE SOUTH 927 FEET; THENCE EAST 510 FEET TO THE POINT OF BEGINNING, IN GREENE COUNTY, MISSOURI, EXCEPT RIGHT-OF-WAY FOR PLAINVIEW ROAD, CONVEYED IN WARRANTY DEED IN BOOK 2408, AT PAGE 699, GREENE COUNTY, MISSOURI.

CITY COUNCIL PUBLIC HEARING: JUNE 1, 2020



CASE NUMBER:
Annexation A-3-2020

LOCATION:
851 West Farm Road 182 (Plainview Rd.)

ACRES:
Approximately 10 acres

EXISTING LAND USE:
Single-family residence

APPLICANT:
Burning Tree Consulting, LLC

STAFF:
Daniel Neal, 864-1036

STAFF RECOMMENDATIONS:
Approve

PROPOSED MOTION:
Move to approve the request to annex the subject property into the City of Springfield as submitted in the staff report

SUMMARY OF REQUEST:

Request to annex approximately 10 acres of private property into the City of Springfield.

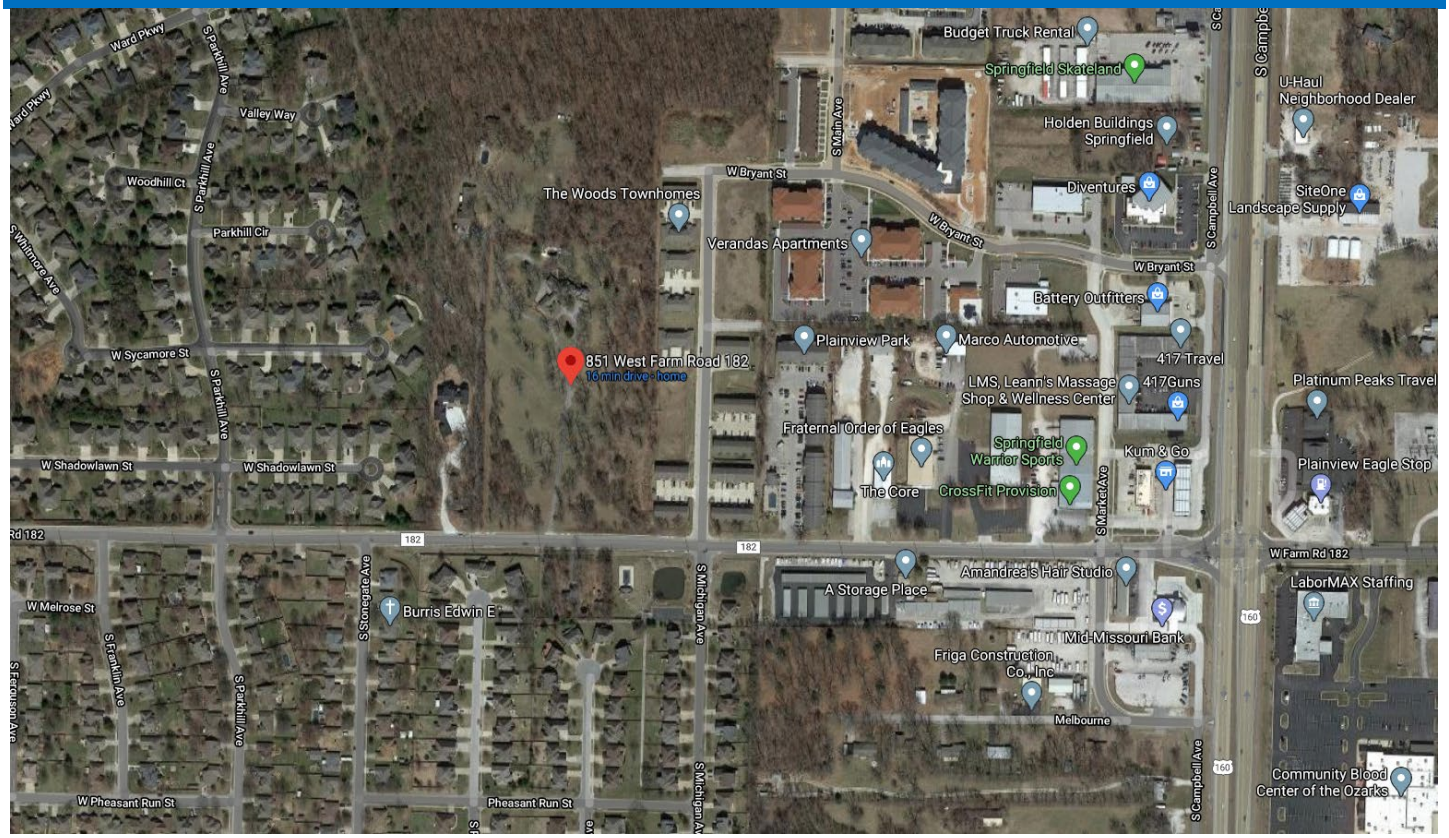
FINDINGS FOR STAFF RECOMMENDATION:

1. The area to be annexed is within the City's Urban Service Area and is consistent with its policies.
2. The area to be annexed is contiguous to the City of Springfield and all City services can be provided to the property.
3. The *Growth Management and Land Use Plan* of the *Comprehensive Plan* supports the annexation because this annexation will enhance government efficiencies through a rational and simplified city boundary.
4. The City will receive sales and property tax revenue upon annexation of this property.

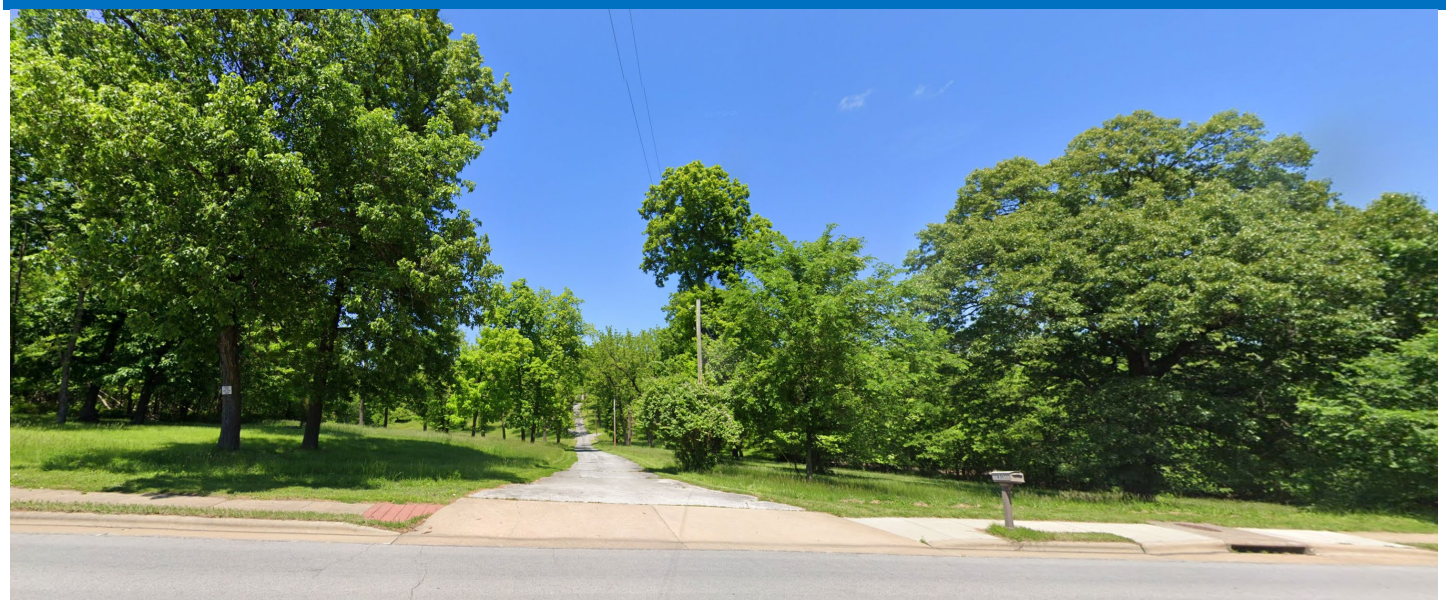
SURROUNDING ZONING AND LAND USES:

	NORTH	SOUTH	EAST	WEST
ZONING	County R-1	County R-1	R-LD	County R-1
LAND USE	Single-family residence	Single-family residence	Multi-family residences	Single-family residences

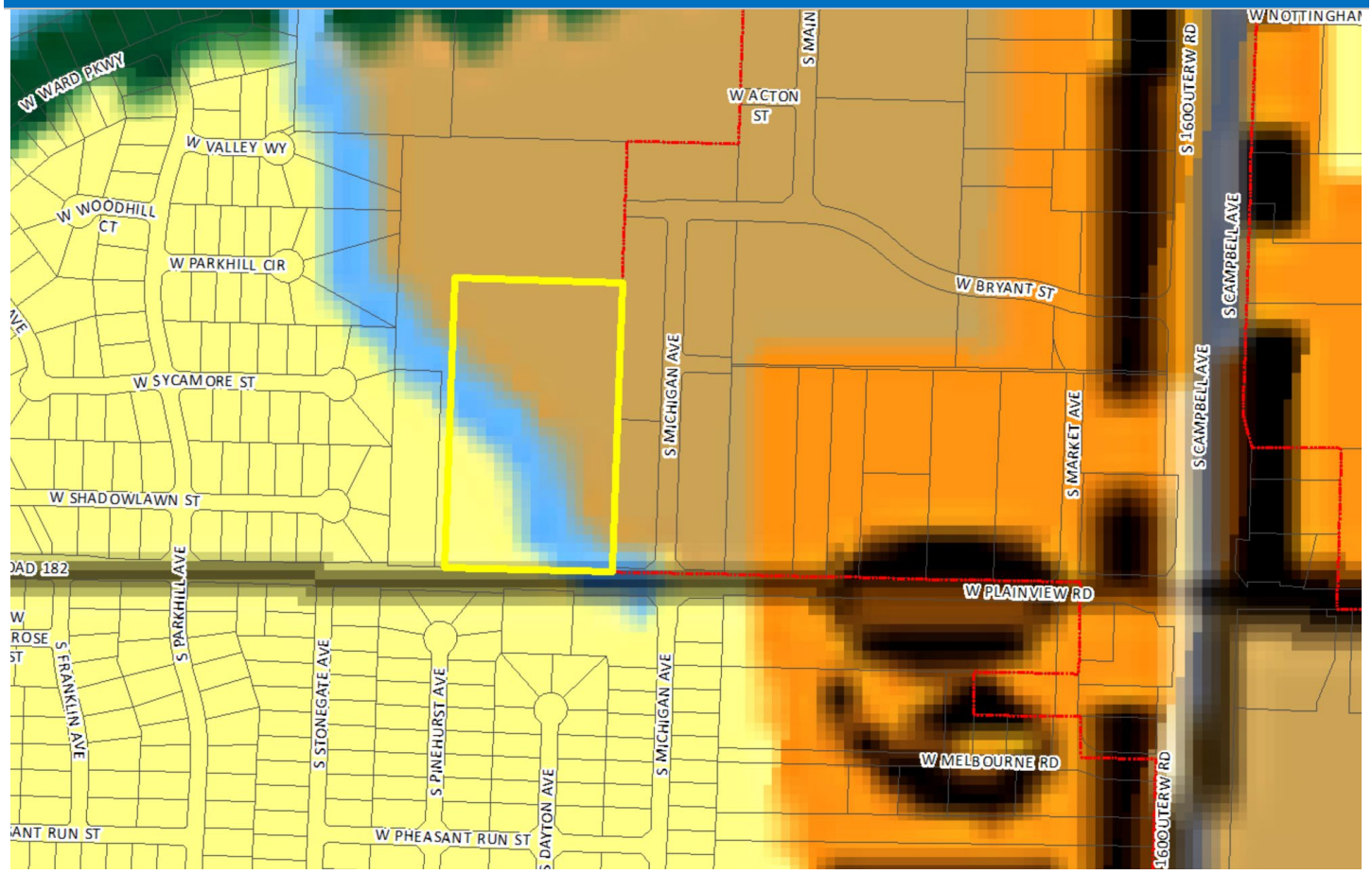
SURROUNDING LAND USES (GOOGLE MAP AERIAL VIEW):



GOOGLE MAPS STREET VIEW:

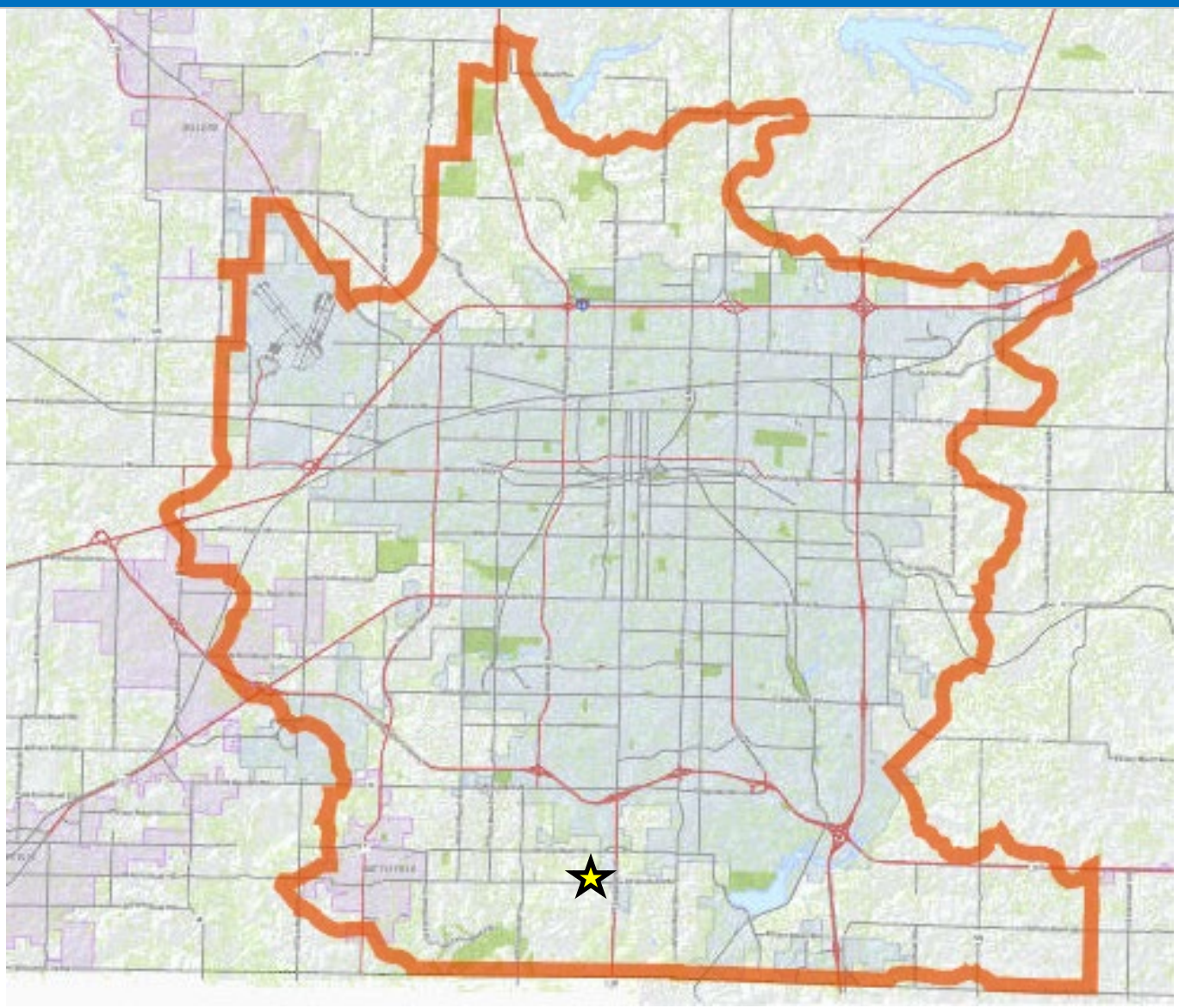


GROWTH MANAGEMENT AND LAND USE PLAN:



- Low-Density Housing
- Medium or High Density Housing
- Medium Intensity Retail, Office or Housing
- High Intensity Retail, Office or Housing
- Greater Downtown
- Business Park
- Light Industrial, Office and Office-Warehouse
- General Industry, Transportation and Utilities
- Park
- School
- Golf
- Community-Public
- Urban Reserve Area
- Rural Area
- Greenway
- Parkway
- City Boundary
- Urban Service Area Boundary, Year 2020
- Urban Reserve Boundary, Year 2040

URBAN SERVICE AREA:



PROPERTY HISTORY:

The subject property is currently outside the city limits in unincorporated Greene County. The subject property is currently zoned Greene County R-1, Suburban Residence District.

COMPATIBILITY WITH COMPREHENSIVE PLAN:

The *Growth Management & Land Use Plan* element of the *Comprehensive Plan* identifies the northeast portion of the subject property as appropriate for Medium or High Density Housing and southwest portion of property as appropriate for Low Density Housing. West Farm Road 182 (Plainview Rd.) is classified as a secondary arterial roadway.

The *Growth Management and Land Use Plan* element of the *Comprehensive Plan* states that City annexations should enhance governmental efficiencies through rational and simplified City boundaries and reduce any potential inter-jurisdictional conflict.

STAFF COMMENTS:

1. The applicant is proposing to annex approximately 10 acres of unincorporated property generally located at 851 W. Farm Road 182 into the City of Springfield. The rezoning is being processed concurrently with an annexation and will have a public hearing at the same City Council meeting. The applicant is annexing and rezoning so they can connect to city sewer. Once annexed and rezoned, they will submit public improvement plans to connect to the city sewer system. The existing business is a used car sales lot.

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

3. The proposed annexation and rezoning will allow the subject property to be developed similarly to adjacent properties in the City.

4. The proposed annexation does not contain a floodplain but does have a stream buffer area.

5. The proposed annexation does not include public right-of-way.

6. The private property is currently served by the Battlefield Fire Protection District.

7. The proposed rezoning was reviewed by City departments and comments are contained in Attachment 1. The legal description of the private property involved in this annexation is attached as Exhibit A.

PUBLIC NOTIFICATION:

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

Notices sent to property owners within 185 feet: Mailed: 16 Returned: 0

DEPARTMENT COMMENTS:

ATTACHMENT 1
DEPARTMENT COMMENTS

AT&T COMMENTS:

No comments.

BUILDING DEVELOPMENT SERVICES COMMENTS:

No issues.

CITY UTILITIES:

No issues with proposed annexation.

CLEAN WATER SERVICES COMMENTS:

No objection to annexation. Public sewer currently crosses the tract.

E-911 COMMENTS:

No issues.

ECONOMIC DEVELOPMENT COMMENTS:

No significant economic impact is anticipated with this request; however, additional property tax will be collected if property is rezoned and developed as proposed.

FIRE DEPARTMENT COMMENTS:

1. **Service** – The primary Fire Station responding to this area would be Station #11 located at 4940 S Fremont, which is approximately 2.3 miles from the southeast corner of the property. Fire Station #9 located at 450 W Walnut Lawn is the secondary station responding to this location, which is 2.9 miles from the southeast corner of the property.

2. **ISO area** – The proposed annexation is currently outside the recommended ISO 1.5-mile (ISO diamond) response distance by approximately ½ mile for the 1st due unit. ***This will not have a significant impact on our ISO rating.***

3. **Response times/Standards of Cover** – Estimated response time was calculated mathematically with an assumed travel speed of 45 miles per hour by the fire apparatus. The 1st due company has an estimated total response time of 5 minutes, 24 seconds. The 2nd due company has an estimated total response time of 6 minutes, 12 seconds. It is likely the standard of coverage benchmark could be met for single company responses and unlikely the benchmark could be met for a full 1st alarm response which requires 3 engines, 2 Trucks, 1 Rescue and 1 Battalion Chief to arrive on scene within

11 minutes and 24 seconds. ***The department expects that it will able to meet the initial unit baseline and benchmark and will not meet the baseline and benchmark for the effective response force. This could impact our accreditation.***

		Estimated Total Response Time	Benchmark*	Baseline**
1st Due Company	Station 11	3-4 minutes	6 minutes 20 seconds	8 minutes 13 seconds
Total Effective Response Force	Stations 11, 9, 10, 7, 6 and 8	12-13 minutes	10 minutes 20 seconds	13 minutes 18 seconds

4. **Water Supply** – Currently there is adequate water supply to service the proposed area to be annexed. The closest hydrant is 430 feet away on Michigan Ave. The next closest hydrant is 530 feet away on the opposite site of Plainview Road. New development will likely need additional water hydrants to meet Fire Code requirements. ***The Fire Department does not have concerns with the water supply for this proposed annexation.***

5. **Impact -** The Fire Department is unable to estimate the call activity after development occurs because the type of development is unknown but is expected to be low under its current zoning. ***The Fire Department does not have any concerns with the operational impact to the department or the City of Springfield.***

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

GREENE COUNTY HIGHWAY DEPARTMENT COMMENTS:

Greene County Highway supports the proposed A-3-20 annexation. It should be noted any work done on the right of way requires a permit from the Greene County Highway Dept. No additional private drives access points will be allowed onto Plainview Rd.

POLICE DEPARTMENT COMMENTS:

No comments.

PUBLIC WORKS TRAFFIC DIVISION COMMENTS:

Traffic has no issues with this annexation. West Farm Road 182 is not being annexed.

STREET CLASSIFICATION, RIGHT-OF-WAY, & JURISDICTION
City's Transportation Plan classifies W. Farm Road 182 as a Secondary Arterial roadway. The standard right-of-way width for W. Farm Road 182 is 35 feet from the centerline. It appears additional right-of-way is not needed along W. Farm Road 182. A survey is recommended to determine the exact amount of existing right-of-way. W. Farm Road 182 is a city-maintained street.

TRAFFIC COUNTS & ON-STREET PARKING
The is not a recent traffic count on this portion of W. Farm Road 182. On-street parking is not allowed along W. Farm Road 182.

DRIVEWAY ACCESS
There is currently one driveway access point onto the property from W. Farm Road 182. Any new proposed driveway approaches must meet the minimum spacing requirements for a secondary arterial.

SIDEWALK
There is not existing sidewalk along the property frontage of W. Farm Road 182. The existing infrastructure meets current City Standards. Sidewalk is required to be constructed along W. Farm Road 182 to current City Standards as a part of this development.

TRAILS, BUS STOPS, & ADDITIONAL INFORMATION
The Ward Branch Greenway Trail is in the area surrounding the property pertaining to this zoning. There are no bus stops along W. Farm Road 182. The proposed development is in an area that provides for multiple direct connections and provides for good connectivity in the area.

IMPROVEMENTS
None required. A Traffic Impact Study was not required, as the change in zoning did not increase the trip generation in the AM/PM peaks by more than 100 additional trips nor did it exceed the threshold of 1,000 additional trip-ends daily.

TRAFFIC - TABLE 1: REZONING DETAILS

	Street Name	Street Classification	On-Street Parking	Existing Street ROW from Centerline (ft.) (Approx.)	Required Street ROW from Centerline (ft.)
Stre et 1	W. Farm Road 182	Secondary Arterial	No	40	35

	AM Peak	PM Peak	Weekday	Weekend
Existing Trips Generated	39.2	49	470.4	
***Proposed Trips Generated**	88.2	107.8	1176	
Additional Trips Generated	49	58.8	705.6	

*Proposed Trips Generated is based on the highest, most intense use permitted in the proposed rezoning, Planned Development, or Conditional Use Permit

STORMWATER COMMENTS:

The property is in the Ward Branch drainage basin. The property is not located in a FEMA designated floodplain. Staff is aware of flooding problems in the area. If the project increases the amount of impervious surfacing, detention is required according to Chapter 96. A fee in lieu of on-site stormwater detention will not be allowed and detention will be required. Water quality will be required if adding an additional acre of impervious area. The property is located in a stream buffer area.

Please note that development of the property will be subject to the following conditions at the time of development:

1. Post development peak run-off rates shall not exceed pre-development peak run-off rates for the 1, 10 and 100 year rain events. Any increase in impervious surfacing will require the development to meet current detention and water quality requirements.

2. If disturbing 1 acre or greater, water quality will also have to be provided.
3. Drainage easements must be provided for this conveyance.
4. Please keep in mind that more detailed stormwater calculations will have to be submitted before any permits can be approved.
5. A land disturbance permit will be required if disturbing 1 acre or greater.

Public Works Stormwater Division	Response
Drainage Basin	Ward Branch
Is property located in Floodplain?	No
Is property located on a sinkhole?	No
Is property located in a stream buffer?	Yes
Is stormwater fee in lieu an option?	No

ANNEXATION SCHEDULE:

ATTACHMENT 2
ANNEXATION SCHEDULE

ANNEXATION:

Initiate annexation.....April 20, 2020

City Council public hearing ..... June 1, 2020

City Council second reading and vote ..... June 15, 2020

One-rdg. _____
P. Hrngs. X
Pgs. 59
Filed: 05-26-20

Sponsored by: Schilling

First Reading: _____ Second Reading: _____

COUNCIL BILL 2020-119 GENERAL ORDINANCE _____

AN ORDINANCE

AMENDING the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning approximately 9.84 acres of property generally located at 851 West Farm Road 182 from County R-1, Suburban Residence District to R-LD Low Density Multi-Family Residential District and establish Conditional Overlay District No. 183; and adopting an updated Official Zoning Map. (Staff recommends approval and Planning and Zoning Commission recommends denial.)

WHEREAS, an application has been filed to change the zoning of the property generally located at 851 West Farm Road 182, and more fully described in "Exhibit B," from County R-1, Suburban Residence District to R-LD Low Density Multi-Family Residential District and to establish Conditional Overlay District No. 183, which is attached hereto as "Exhibit A;" and

WHEREAS, Conditional Overlay District No. 183 shall modify the requirements of the Springfield Land Development Code Section 36-382, Low Density Multi-Family Residential District, by requiring that the property described in "Exhibit B" comply with the requirements described in "Exhibit A;" and

WHEREAS, following proper notice, a public hearing was held before the Planning and Zoning Commission on May 7, 2020, a copy of the Record of Proceedings from said public hearing being attached hereto as "Exhibit C," and said Commission made its recommendation; 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 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," which is attached hereto and incorporated herein by this reference, is hereby rezoned from County R-1, Suburban Residence District to R-LD Low Density Multi-Family Residential. City Council hereby establishes Conditional Overlay District No. 183 and the requirements of said Conditional Overlay District, which are described in “Exhibit A” and are hereby incorporated by this reference as if set out verbatim herein, shall apply to the subject property. 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 directs the City Manager, or his 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 3 – The Official Zoning Map herein adopted shall be maintained and archived in the same digital form in which this Council has approved its adoption.

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

Passed at meeting: _____

_____
Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: _____, Assistant City Attorney

Approved for Council action: _____, City Manager

EXPLANATION TO COUNCIL BILL 2020 -119

FILED: 05-26-20

ORIGINATING DEPARTMENT: Planning and Development

PURPOSE: Amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning approximately 9.84 acres of property generally located at 851 West Farm Road 182 from County R-1, Suburban Residence District to R-LD Low Density Multi-Family Residential District and establish Conditional Overlay District No. 183; and adopting an updated Official Zoning Map. (Staff recommends approval and Planning and Zoning Commission recommended denial.)

BACKGROUND INFORMATION: ZONING CASE NUMBER Z-7-2020 & CONDITIONAL OVERLAY DISTRICT NO. 183

The applicant, Burning Tree Consulting, LLC, is proposing to rezone approximately 9.84 acres of property generally located at 851 West Farm Road 182 from County R-1, Suburban Residence District to R-LD Low Density Multi-Family Residential District and establish Conditional Overlay District No. 183.

The R-LD district and proposed conditional overlay district will mitigate potential impact on the single-family family housing to the north and west by restricting the maximum density to no more than eleven (11) dwelling units per acre. This density limit is the same as what is allowed in the R-TH, Residential Townhouse district. While both the R-TH and R-LD Districts allow townhouses as proposed, the primary difference is that the R-TH District only allows one duplex or townhouse per lot with a street while the R-LD allows for multiple dwelling units on a single lot with a driveway.

The standard development requirements in the R-LD district will also require a bufferyard Type B which is a minimum of fifteen (15) feet with required plantings and a 45-degree bulk plane from the north and west property line.

All neighborhood meetings have been suspended due the Mayor's Proclamation of Civil Emergency related to COVID-19. Property owners were mailed a comment card to provide their comments. All received comments are attached ("Exhibit D - Attachment 3").

REMARKS:

The Planning and Zoning Commission held a public hearing on May 7, 2020, and recommended denial, by a vote of 3 to 4.

The Planning and Development staff recommends the application be approved (see the attached "Exhibit D," Development Review Staff Report).

FINDINGS FOR STAFF RECOMMENDATION:

1. *The Growth Management & Land Use Plan* element of the Comprehensive Plan identifies the northeast portion of the subject property as appropriate for Medium or High-Density Housing and southwest portion of property as appropriate for Low Density Housing.

2. The Plan encourages residential developments to provide for a variety of housing types that would enable developers to compete more effectively and to provide a greater choice for the City's residents.

3. The application is consistent with the R-LD district intent to serve as a transition between lower density and higher density residential districts and areas that have access for vehicular traffic from collector or higher classification streets without traversing minor streets in adjoining residential neighborhoods.

Submitted by:

Michael Sparlin

Michael Sparlin, Senior Planner

Recommended by:

Mary Lilly Smith

Mary Lilly Smith, Director

Approved by:

Jason A. Gage

Jason Gage, City Manager

EXHIBITS:
Exhibit A, Conditional Overlay District Provisions
Exhibit B, Legal Description
Exhibit C, Record of Proceedings
Exhibit D, Development Review Staff Report
ATTACHMENTS:
Attachment 1: Department Comments
Attachment 2: Conditional Overlay District Provisions
Attachment 3: Neighborhood Comments

Exhibit A

CONDITIONAL OVERLAY DISTRICT PROVISIONS
ZONING CASE Z-7-2020 & CONDITIONAL OVERLAY DISTRICT NO. 183

The requirements of Section 36-382 of the Springfield Zoning Ordinance shall be modified herein for development within this district to include the following;

1. The maximum density for the development shall not exceed 11 dwelling units per acre.

Exhibit B

LEGAL DESCRIPTION
ZONING CASE Z-7-2020 & CONDITIONAL OVERLAY DISTRICT NO. 183

DEED BOOK 2015, PAGE 008121-15 DESCRIPTION

BEGINNING AT THE SOUTHEAST CORNER OF THE WEST ONE-HALF (W½) OF THE EAST ONE-HALF (E½) OF THE SOUTHWEST QUARTER (SW1/4) OF THE NORTHEAST QUARTER (NE1/4) OF SECTION TWENTY-THREE (23), TOWNSHIP TWENTY-EIGHT (28), RANGE TWENTY-TWO (22); THENCE NORTH 927 FEET; THENCE WEST 170 FEET; THENCE NORTH 15 FEET; THENCE WEST 15 FEET; THENCE SOUTH 15 FEET; THENCE WEST 324.9 FEET; THENCE SOUTH 927 FEET; THENCE EAST 510 FEET TO THE POINT OF BEGINNING, IN GREENE COUNTY, MISSOURI, EXCEPT RIGHT-OF-WAY FOR PLAINVIEW ROAD, CONVEYED IN WARRANTY DEED IN BOOK 2408, AT PAGE 699, GREENE COUNTY, MISSOURI.

Exhibit C

RECORD OF PROCEEDINGS
ZONING CASE Z-7-2020 & CONDITIONAL OVERLAY DISTRICT NO. 183
Planning and Zoning Commission – May 7, 2020

Z-7-2020 w/COD #183
851 West Farm Road 182
Applicant: Burning Tree Consulting, LLC

(Britton Jobe recused)
Mr. Hosmer stated that this is a request to rezone approximately 9.84 acres of property generally located at 851 West Farm Road 182 from County R-1, Suburban Residence District to R-LD, Low Density Multifamily Residential District and establish Conditional Overlay District No. 183. The Comprehensive Plan identifies the northeast part of the property as appropriate for Medium or High-Density Housing and southwest part of property as appropriate for Low Density Housing. The Plan encourages residential developments to provide for a variety of housing types. The Transportation Plan classifies Farm Road 182/Plainview Road as a Secondary Arterial roadway. A Traffic Impact Study was not required, as the change in zoning did not increase the trip generation. A fee in lieu of on-site stormwater detention will not be allowed, and detention will be required. A stream buffer easement will be required. The proposed R-LD district is intended for densities up to18 dwelling units per acre. However, the applicant has limited the subject property to eleven (11) dwelling units per acre. The standard bufferyards of 15 ft/plantings between property to the north and west and requires a 45-degree bulk plane/height restriction. Staff recommends approval.

Mr. Doennig opened the public hearing.

Jared Davis, applicant representative, here to answer any questions. Traffic study was not required due to not changing the trip generation and with the growth management plan we fall beneath the density and have reduced to low density and lowered density from 18 to 11 du/ac.

Ms. Cox asked about the artist rendering.

Mr. Jared Davis noted that it is from the architect and there to help the neighbors visualize the project.

Mr. Titus Williams, 1414 E. Primrose, developer/owner and went through the process previously through the county and went through the neighborhood concerns. A group of individuals were interested in the property and so we pulled the project from the county, however the negotiations did not proceed and now we are going through the City with a lower density and here to answer any questions.

Mr. Joel Thomas asked if they are 2 story duplexes and about a potential road to the north.

Mr. Titus noted that they are 2 stories duplexes set in a park like setting. The road to the north and looking to make an emergency access to the east, not the north.

Mr. Ronald Greenway, 961 W. Shadowlawn Street is in strong opposition and has concerns regarding traffic, noise pollution, public safety (lack of sidewalk for school kids) and believes that a traffic study is

warranted. He noted the severe backup of traffic during peak hours on Plainview Road, and commented on storm water problems stating damage to the common area.

Mr. Ryan Jones, 988 W. Parkhill Circle stated his concerns regarding the density of the development and wants it to be lower du/ac and commented on issues of trespassers and vandalism from the area apartment complexes. He also noted his concerns of storm water problems and picks up the trash that flows through his property after storms. Sent in a letter asking for amendments to the conditional overlay for lower density with greater setbacks and more bulk plain restrictions.

Ms. Shannon Underwood, 909 West Farm Road 182 and here to speak on behalf of my family and surrounding families. We strongly opposed this project and we opposed the project when presented through the Greene County Planning and Zoning Commission which failed and noted concern on storm water, decreased property values, and traffic issues and would like it to remain Single-Family Residential zoning.

Mr. Ken Clarkston, 901 West Farm Road 182 noted his concerns on the access on the north (his front yard and will not sale), storm water problems, decreased property values, increased traffic, overcrowding of schools, safety of children walking to school on sidewalk next to busy road, potential increase of crime and stated that Single-Family Residential should remain.

Mr. Patrick Platter, 2144 E. Republic Road representing the Underwood family and stated his concerns of a possible 3 story duplexes and 11 du/ac causing traffic concerns (880-day trips), noting that annexation still remains to completed before the property can be rezoned. He noted that there was not a regular neighborhood meeting (Covid-19) per the emergency conditions.

Mr. King asked about what would Mr. Platter would propose for development on this property.

Mr. Platter stated that are several options for development that would fit with step-down zoning, however, would need more information and again noting that a regular neighborhood meeting was not held.

Ms. Anita Cotter read off a list of individuals who submitted written comments/testimony which are reflected with the staff report.

Richard Coder	Jennifer Yanders	Stephen Whisler
Alan Cummins	Stephen Johnson	Brad & Stephanie Brotherton
Kyle & Ashtyn Evans	Andrew Tasset	David & Stephanie Fessenden
Ken & Holly Clarkson	Dr. Andrew Post	LeeAnne Wallace
Derrick & Shannan Underwood	Jake & Tisha Joplin	Jim Roebuck
Ronald & Casey Greenway	Brian & Melissa Gelner	Don Simpson
Darrell Riemann	Ron & Lori Morgan	Ryan & Amanda Jones
Mary Henderson	Victor & Deanne Wilson	Stephanie Hesser

Mr. Doennig closed the public hearing.

Ms. Cox asked about Residential Townhouse development as being appropriate step-down.

Mr. Hosmer noted that the applicant originally wanted Medium-Density Residential, but staff recommended 11 du/ac because Residential Townhouse would require individual lots and streets.

Mr. Thomas asked about a traffic study and noted the traffic problems in that area about lack of regular neighborhood meetings.

Mr. Hosmer stated that the regular neighborhood was waived due to the Covid-19 and noted Public Works would have more information.

Mr. Derek Estell, Public Works noted that Farm Road 182 is still in Greene County and will stay in Greene County after annexation and rezoning and noted existing subpar conditions are not the responsibility of the developer that they only have to address the concerns with their development. This potential development would only generate 49 more trips in the AM peak hours and 59 more trips in the PM peak hours for a total of approximately 705 trips per weekday and do not exceed trips allowed thresholds. The possible extension off of Sycamore and Bryant street requires connection through adjacent land through someone property.

Mr. Coltrin ask for clarification regarding Residential Low-Density with the overlay is to equate it to Residential Townhouse in order forgo the platting process.

Mr. Hosmer noted that it is correct.

Ms. Cox asked for clarification on Residential Townhouse and Residential Low-Density.

Mr. Hosmer noted that Residential Low-Density is not required to build individuals streets.

Ms. Ogilvy noted that she understands about not having a regular neighborhood meeting during Covid-19 but will be voting nay and hopes that the developer will meet with the neighborhood to discuss on what they all can agree upon.

Mr. Doennig asked if north side of Farm Road 182 has a sidewalk and will remain

Mr. Hosmer stated that it has a sidewalk and it will remain.

COMMISSION ACTION:
Ms. Cox motioned to **approve** Z-7-2020 w/COD #183 (851 West Farm Road 182). Ms. Ogilvy seconded the motion. Ayes: Coltrin, Thomas, and Rose. Nays: Doennig, Ogilvy, Cox, and Shuler. Abstain: None. Absent: Broekhoven. (Britton Jobe recused). (**MOTION FAILED**)

Bob Hosmer, AICP
Planning Manager

Exhibit D

Development Review Staff Report

PLANNING AND ZONING COMMISSION PUBLIC HEARING: MAY 7, 2020

CITY COUNCIL PUBLIC HEARING: June 1, 2020

CASE: Z-7-2020 w/COD #183

ACRES: 9.84 acres

LOCATION: 851 West Farm Road 182

EXISTING LAND USE: Single-family Residence

APPLICANT: Burning Tree Consulting LLC

STAFF: Michael Sparlin, Senior Planner 864-1091

STAFF RECOMMENDATIONS: Approve

PROPOSED MOTION: Move to approve as submitted in the staff report. Required vote is a majority of those present (5 members are a quorum).

SUMMARY OF REQUEST:

Request to rezone approximately 9.84 acres of property generally located at 851 West Farm Road 182 from County R-1, Suburban Residence District to R-LD, Low density Multi-family Residential District and establish Conditional Overlay District No. 183.

FINDINGS FOR STAFF RECOMMENDATIONS:

1. The *Growth Management & Land Use Plan* element of the *Comprehensive Plan* identifies the northeast portion of the subject property as appropriate for Medium or High-Density Housing and southwest portion of property as appropriate for Low Density Housing.

2. The Plan encourages residential developments to provide for a variety of housing types that would enable developers to compete more effectively and to provide a greater choice for the City's residents.

3. The application is consistent with the R-LD district intent to serve as a transition between lower density and higher density residential districts and areas that have access for vehicular traffic from collector or higher classification streets without traversing minor streets in adjoining residential neighborhoods.

4. The R-LD district and proposed conditional overlay district will mitigate the potential impact on the single-family housing to the north and west by restricting the maximum density to no more than eleven (11) dwelling units per acre. This density limit is the same density as allowed in the R-TH, Residential Townhouse district. The standard development requirements in the R-LD district will also require a bufferyard Type B which is a minimum of fifteen (15) feet with required plantings and a 45-degree bulk plane from the north and west property line.

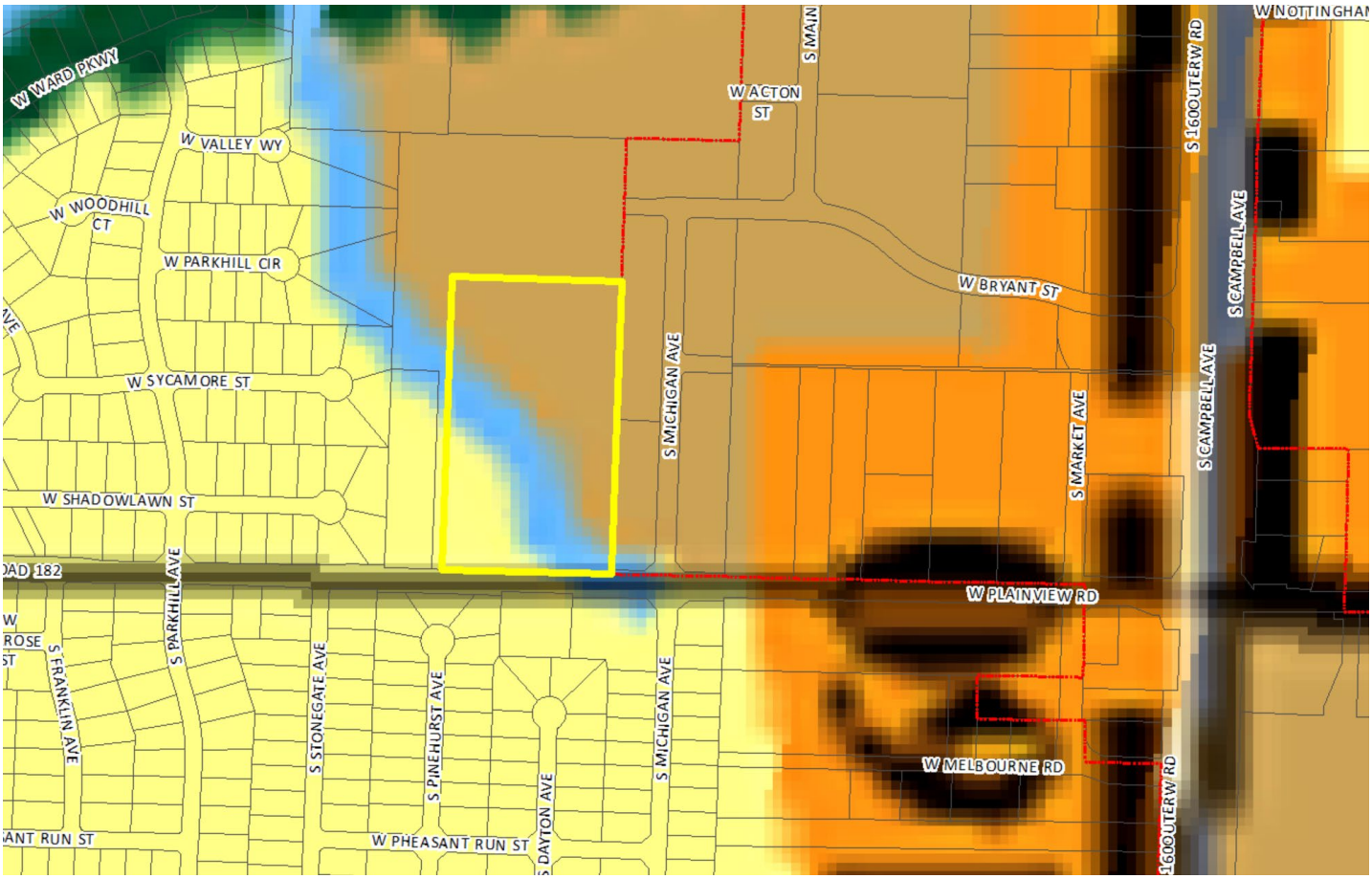
SURROUNDING ZONING AND LAND USES:

	NORTH	SOUTH	EAST	WEST
ZONING	County R-1	County R-1	R-LD COD 14	County R-1
LAND USE	Single-family residence	Single-family residence	Townhome Apartments	Single-family residence

SURROUDING ZONING AND LAND USES: (GOOGLE AERIAL VIEW)

GOOGLE MAPS STREET VIEW:

GROWTH MANAGEMENT AND LAND USE PLAN:



- Low-Density Housing
- Medium or High Density Housing
- Medium Intensity Retail, Office or Housing
- High Intensity Retail, Office or Housing
- Greater Downtown
- Business Park
- Light Industrial, Office and Office-Warehouse
- General Industry, Transportation and Utilities
- Park
- School
- Golf
- Community-Public
- Urban Reserve Area
- Rural Area
- Greenway
- Parkway
- City Boundary
- Urban Service Area Boundary, Year 2020
- Urban Reserve Boundary, Year 2040

PROPERTY HISTORY:

The subject property in currently located outside the City limits. The rezoning is being processed concurrently with an annexation and will have a public hearing at the same City Council meeting.

PLANNING AND ZONING COMMISSION AUTHORITY:

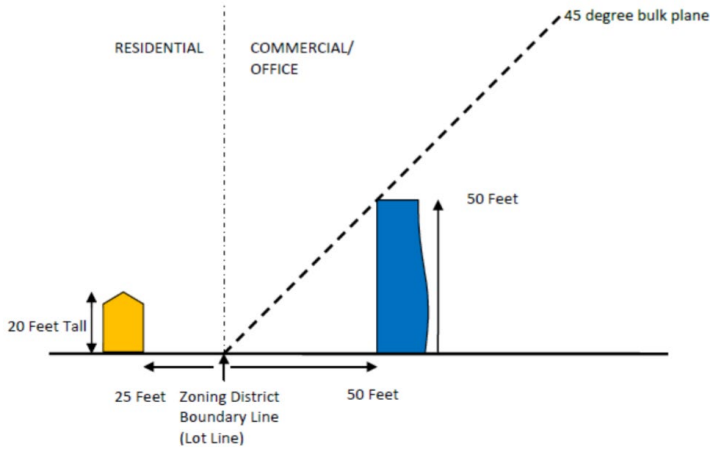
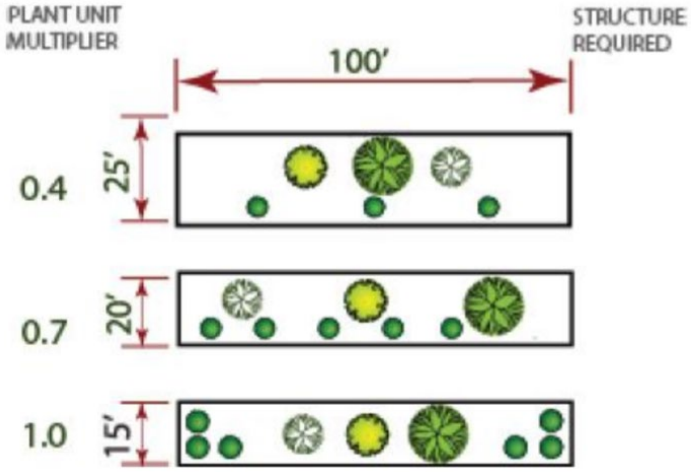
Sec. 36-367. – Amendments

(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 OR CODE REQUIREMENTS:

CODE ITEM	REQUIREMENTS FOR R-LD
Use Limitations	The COD limits the maximum density to (11) dwelling units per acre.
Maximum structure height	When the side yards are 15 feet in width or greater: 45 feet or three stories above the finished grade.
Minimum open space	Not less than 20 percent
Maximum impervious area	Shall not exceed 80 percent of total lot area
BULK PLANE	**BUFFERYARD AND LANDSCAPING**
45-degree bulk pane is required along the north & west property line adjacent to County R-1 zoning. 	A Bufferyard Type B is required along the north & west property line adjacent to County R-1 zoning. 

COMPATIBILITY WITH COMPREHENSIVE PLAN:

The *Growth Management & Land Use Plan* element of the *Comprehensive Plan* identifies the northeast portion of the subject property as appropriate for Medium or High Density Housing and southwest portion of property as appropriate for Low Density Housing.

The *Plan* encourages that each neighborhood should contain a range of housing types, densities, and building configurations including single-family detached, townhouses, and apartments. It discourages large housing projects that consist of a single building type. It is recommended that some portion of each type of housing should, ideally, be available for occupancy on either an ownership or lease basis.

The Transportation Plan classifies Farm Road 182/Plainview Road as a Secondary Arterial roadway.

STAFF COMMENTS:

1. The applicant is proposing to rezone approximately 9.84 acres of property generally located at 851 West Farm Road 182 from County R-1, Suburban Residence District to R-LD, Low density Multi-family Residential District and establish Conditional Overlay District No. 183. The applicant intends to develop a multi-family development at a density not exceeding 11 dwelling units per acre.

2. The *Growth Management & Land Use Plan* element of the *Comprehensive Plan* identifies the northeast portion of the subject property as appropriate for Medium or High Density Housing and south portion of property as appropriate for Low Density Housing.

3. The R-LD district is intended to accommodate multifamily developments at densities up to approximately 18 dwelling units per acre. However, the applicant has limited the subject property to eleven (11) dwelling units per acre. The R-LD district is intended to serve as a transition between lower density and higher density residential districts and areas that have access for vehicular traffic from collector or higher classification streets without traversing minor streets in adjoining residential neighborhoods. The development is consistent with the intent of the R-LD district as the subject property is located adjacent to single-family housing to the west and multi-family development to the east.

4. The development will take primary vehicular access to Farm Road 182/Plainview Road which is classified as a Secondary Arterial roadway. The R-LD district is intended to serve as a transition between lower density and higher density residential districts and areas that have access for vehicular traffic from collector or higher classification streets without traversing minor streets in adjoining residential neighborhoods.

5. The R-LD district and proposed conditional overlay district will mitigate potential impact on the single-family family housing to the north and west by restricting the maximum density to no more than eleven (11) dwelling units per acres. This density limit is the same as what is allowed in the R-TH, Residential Townhouse district. While both the R-TH and R-LD Districts allow townhouses as proposed, the primary difference is that the R-TH District only allows one duplex or townhouse per lot with a street while the R-LD allows for multiple dwelling units on a single lot with a driveway. The standard development requirements in the R-LD district will also require a bufferyard Type B which is a minimum of fifteen (15) feet with required plantings and a 45-degree bulk plane from the north and west property line.

6. The proposed rezoning was reviewed by City departments and comments are contained in Attachment 1.

NEIGHORHOOD MEETING:

All neighborhood meetings have been cancelled due the Mayor's Proclamation of Civil Emergency related to COVID-19. Property owners were mailed a comment card to provide their comments. All received comments are attached (Attachment 3).

PUBLIC NOTIFICATIONS:

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.

Notices sent to property owners within 185 feet: Mailed: 16 Returned: 0

DEPARTMENT COMMENTS:

ATTACHMENT 1

BUILDING DEVELOPMENT SERVICES COMMENTS:

No issues.

CITY UTILITIES COMMENTS:

No issues with rezoning, but please show all utility easements on the subject property.

CLEAN WATER SERVICES COMMENTS:

No objection to rezoning. Public sewer currently crosses the tract.

PUBLIC WORKS TRAFFIC DIVISION COMMENTS:

STREET CLASSIFICATION, RIGHT-OF-WAY, & JURISDICTION
City's Transportation Plan classifies W. Farm Road 182 as a Secondary Arterial roadway. The standard right-of-way width for W. Farm Road 182 is 35 feet from the centerline. It appears additional right-of-way is not needed along W. Farm Road 182. A survey is recommended to determine the exact amount of existing right-of-way. W. Farm Road 182 is a city-maintained street.

TRAFFIC COUNTS & ON-STREET PARKING
There is not a recent traffic count on this portion of W. Farm Road 182. On-street parking is not allowed along W. Farm Road 182.

DRIVEWAY ACCESS
There is currently one driveway access point onto the property from W. Farm Road 182. Any new proposed driveway approaches must meet the minimum spacing requirements for a secondary arterial.

SIDEWALK
There is not existing sidewalk along the property frontage of W. Farm Road 182. The existing infrastructure meets current City Standards. Sidewalk is required to be constructed along W. Farm Road 182 to current City Standards as a part of this development.

TRAILS, BUS STOPS, & ADDITIONAL INFORMATION
The Ward Branch Greenway Trail is in the area surrounding the property pertaining to this zoning. There are no bus stops along W. Farm Road 182. The proposed development is in an area that provides for multiple direct connections and provides for good connectivity in the area.

IMPROVEMENTS
None required. A Traffic Impact Study was not required, as the change in zoning did not increase the trip generation in the AM/PM peaks by more than 100 additional trips nor did it exceed the threshold of 1,000 additional trip-ends daily.

TRAFFIC - TABLE 1: REZONING DETAILS

	Street Name	Street Classification	On-Street Parking	Existing Street ROW from Centerline (ft.) (Approx.)	Required Street ROW from Centerline (ft.)

Street 1	W. Farm Road 182	Secondary Arterial	No	40	35

	AM Peak	PM Peak	Weekday	Weekend
Existing Trips Generated	39.2	49	470.4	
***Proposed Trips Generated**	88.2	107.8	1176	
Additional Trips Generated	49	58.8	705.6	

*Proposed Trips Generated is based on the highest, most intense use permitted in the proposed rezoning, Planned Development, or Conditional Use Permit

PUBLIC WORKS STORMWATER DIVISION COMMENTS:

The property is in the Ward Branch drainage basin. The property is not located in a FEMA designated floodplain. Staff is aware of flooding problems in the area. If the project increases the amount of impervious surfacing, detention is required according to Chapter 96. A fee in lieu of on-site stormwater detention will not be allowed, and detention will be required. Water quality will be required if adding an additional acre of impervious area. The property is located in a stream buffer area.

Please note that development of the property will be subject to the following conditions at the time of development:

1. Post development peak run-off rates shall not exceed pre-development peak run-off rates for the 1, 10 and 100 year rain events. Any increase in impervious surfacing will require the development to meet current detention and water quality requirements.
2. If disturbing 1 acre or greater, water quality will also have to be provided.
3. Drainage easements must be provided for this conveyance.
4. Please keep in mind that more detailed stormwater calculations will have to be submitted before any permits can be approved.
5. A land disturbance permit will be required if disturbing 1 acre or greater.

Public Works Stormwater Division	Response
Drainage Basin	Ward Branch
Is property located in Floodplain?	No
Is property located on a sinkhole?	No
Is property located in a stream buffer?	Yes
Is stormwater fee in lieu an option?	No

FIRE DEPARTMENT COMMENTS:

No issues.

REQUIREMENTS FOR APPROVAL:

ATTACHMENT 2

CONDITIONAL OVERLAY DISTRICT PROVISIONS
ZONING CASE Z-7-2020 & CONDITIONAL OVERLAY DISTRICT NO. 183

The requirements of Section 36-382 of the Springfield Zoning Ordinance shall be modified herein for development within this district to include the following;

1. The maximum density for the development shall not exceed 11 dwelling units per acre.

ATTACHMENT 3

From: Neal, Daniel
To: Jared Davis
Cc: Hosmer, Bob
Subject: Fw: Rezoning of 851 W Farm Road 182
Date: Wednesday, April 8, 2020 1:11:04 PM

FYI

_____
From: Richard Coder <ruthecoder@gmail.com>
Sent: Saturday, March 14, 2020 10:28 AM
To: Zoning@springfieldmo.gov
Subject: Rezoning of 851 W Farm Road 182

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I live in Stone Meadow subdivision and I object to the rezoning request for the property at 851 W Farm Road 182.
We currently experience heavy traffic causing conditions to get on plainview road very unsafe as well as getting on campbell
street. With a school east and west on plainview buses are numerous in the morning and afternoon. If the number of people in the area is increased as a result
of this proposed housing we can only expect a worsening of the traffic/congestion. It is also important to remember that the extension
of highway 13 (Kansas) will end at plainview resulting in a greater increase of traffic. The safety of our area is a major concern and
it is a real concern. I urge the committee to deny the zoning change. Thank you.

Richard L Coder
994 W Shadowlawn St

From: alan cummins
To: Zoning@springfieldmo.gov
Subject: project proposed
Date: Monday, April 6, 2020 10:29:18 PM

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project location: 851 W Farm Road 182 (plainview) Springfield, Mo. 65810

My name is Alan Cummins living at 984 W. Valley Way Springfield, Mo. 65810 Ph# 861-6067
I am opposed to the rezoning of the property above. The neighborhood meeting scheduled was during the Covid 19 stay at home order, and the phone # 576-8889 was non responsive and no messages were available as the message center was full.
It is unclear at this point what the intent of the rezoning will entail. Apartments or something other than single family dwellings would be unacceptable for noise, as well as traffic flow. The traffic line for accessing campbell ave is already overloaded during the morning rush hours, especially when school is in session for Cherokee and Wanda Gray schools, both located on plainview.
The noise from more condensed housing would also encroach on the current level of noise which has already increased in recent years due to rezoning of property just east of the project property above.

Thank you,
Alan Cummins

From: Kyle Evans
To: Zoning@springfieldmo.gov
Subject: Zoning Case Z-7-2020 w/ COD #183
Date: Tuesday, April 28, 2020 9:34:27 AM

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To Springfield County Zoning and Planning Commission,

My name is Kyle Evans and my wife Ashtyn Evans and I live at 974 W Sycamore St, Springfield, MO 65810 and we are within 185 feet of the property seeking re-zoning.

I'd like for my comments below to be entered into the record for this case and included in the minutes at the May 7th meeting as I will not attend personally due to my continuing concerns with COVID. Please confirm receipt of this e-mail and its entrance into the minutes for the May 7th meeting at your earliest convenience.

Respectfully, we've been here before. This is not an unfamiliar case and as such my hope as a home owner and citizen of the county is that the zoning and planning commission will remain consistent in their views of this request for re-zoning, relative to the prior attempts to re-zone this property which were denied by zoning and planning. Simple facts remain true, the current request for rezoning seeks to go beyond the boundaries of the existing county R-1 parameters to enable the owner to develop the property under broader, more profitable guidelines. Just as the last failed request for rezoning, this request asks the Z&P commission, and now the city of Springfield, to prioritize one owner's economic desires over the myriad of considerations in opposition for the countless home owners surrounding the property in question. Pertinently, the current request still asks of our city and county to allow him to create higher density housing options on this land than there are on the property immediately adjacent to his eastern boundaries. There exists a very natural and logical flow of density from Campbell street heading west into long-standing single family neighborhoods from higher density to lower density and allowing this request to move forward successfully would be directly at odds with those density parameters and directly at odds with the zoning and planning commission's prior stated reasons for denying the earlier request.

This is not an indictment of Titus Williams or his business. Titus strikes me as a very good man and a very good advocate for the city of Springfield and its residents. However, in this instance it remains very clear that Titus is attempting to circumvent a misguided business transaction in the attempt to save his profit margins on the purchase. He

could have purchased this land conditional on it being re-zoned prior but he chose not to do that. As such, now he remains stuck in an investment that is not worth as much as he originally intended it to be and would ask of Z&P and the city of Springfield to prioritize those concerns over those of the surrounding home owners AND the original considerations that went into zoning this land as county R-1 in the first place.

I speak only for my wife and I but we believe the sentiment to be shared heavily, we don't oppose development of this land. To the contrary it would be great to see it developed within the current R-1 guidelines and the property would be the perfect place for a new, beautiful R-1 single family neighborhood to be developed in a desirable school district and location in Southern Springfield. However that sentiment only exists for development within the current zoning parameters for the land. We all bought homes near this property with its current zoning in mind not city multi-family townhomes in mind abutting our single family properties. If allowed to be re-zoned as requested then there's no doubt our property values will suffer over time and a multitude of logistical challenges will result. There already exists copious multi family units directly east of this property on land zoned for as much and those are lower density per unit than the ones being sought which as mentioned prior stands in direct opposition to the density flow from Campbell westward into the county. We do not think it proper or in our community's best interests to allow rezoning just because the person who bought the land did so without seeking and obtaining rezoning prior.

He bought the land under its current zoning restrictions and we believe its in the best interest of the county and city to keep it zoned as is and to encourage any who owns it to develop it however they see fit within the current zoning guidelines.

One stark and seemingly important question should also be asked and answered; what benefit would the city even have in granting the re-zoning requested? Are there tax benefits to our local governments to do so? What perceived positives are there in your mind so that we can be sure we as surrounding home owners understand the full scope and considerations in your mind? It's our understanding that the city will not benefit from allowing this type of rezoning and it may even cost more to the city to do so than not when considering utilities and infrastructure necessary to be provided by the city.

In its simplest terms, the question before the Z&P and potentially the city is who is going to penalized here and what is the greatest good which our government commissions are tasked with protecting?

The options for who gets penalized by the commission's ultimate decision are as follows;

(1) If the request is denied, the current owner is penalized for buying land with ideas of commercial activity, profits and rezoning in mind, prior to actually getting approval or rezoning of the land. He may artfully attempt to argue that providing affordable housing for all family types is part and parcel of his interest, however, that would be a convenient and seemingly disingenuous argument considering the sheer volume of already existing multi-family options in existence directly east of this property. He too may argue that this beautiful piece of land deserves to be developed and used and that re-zoning is the only way to do that for the benefit of the county and city, again misguided when considering that exact end can be achieved if developing the land as a single family home or as an R-1 neighborhood of single family homes which fit into the parameters already existing for the development of this land. He is penalized if the land is denied rezoning and restricted for use and development within its existing zoning guidelines and restrictions because necessarily that means the land may not be worth what he thought it was when he paid for it. No one is preventing or able to prevent the land from being developed, used or enjoyed under its current zoning restrictions so he would simply be stuck developing within those guidelines or selling to someone who will develop, use or enjoy the land within the existing zoning regulations.

Or

(2) If the request is approved, all the residents who have built, lived on or made decisions about their nearby homes and futures based on the existing zoning of their surrounding property will now be penalized by having to deal with lower property values and changing circumstances for the benefit of one man and his entity. I said this last summer and I'll say it again, if my wife and I knew the city and county were going to allow rezoning to this high of concentration for multi family dwellings this near our home, on land then and now zoned county R-1 single family, we would not have chosen to buy this home in the spring of 2018. Additionally, if the land is re-zoned we perceive that the city will lose as well. The city does not stand to gain any added tax considerations by re-zoning this land as requested and further, actually stands to have its infrastructure strained further in having to provided amenities to the countless residents who would reside in the proposed development.

Someone is going to lose as a result of your decisions and I respect your role in determining who that will be. I merely ask that the decision be understood and recognized in those terms prior to it being made because there is a great weight to your decisions effecting the lives of many.

Respectfully, my wife and I ask this commission to please deny the request for re-zoning in front of you, allow the private market to determine the price of this land within its current County R-1 zoning parameters and continue to encourage development by whoever owns this property under the current zoning guidelines in effect for County R-1.

From: Ken Clarkson <keclarkson86@gmail.com>
Sent: Tuesday, April 28, 2020 12:10 PM
To: Hosmer, Bob <bhosmer@springfieldmo.gov>
Cc: Shannan Underwood <shannanunderwood@yahoo.com>; Holly Clarkson <h_a_clarkson@yahoo.com>
Subject: Case Z-7-2020 W/COD #183

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Mr. Hosmer,

My wife and I own the property directly north of the property the city is considering annexing. Our address is: 901 W Farm Rd 182.
I have significant concerns/questions about the process going forward and have already signed a protest petition as have numerous neighbors.

The plan I saw showed an exit going through my front yard. I maintain a 'buffer' of trees on the east side of my property to provide the illusion of living in the country. We bought the property because it seems to be in the middle of a remote country setting, yet near Springfield. I am concerned that the neighbors wanting to build apartments/townhouses next door have confidence they can take part of my property (with the City's help) through some process (imminent domain?). After speaking with another neighbor, I understand that you indicated this is possible. She forwarded the email to me (I am the unhappy neighbor).

I am concerned that you said "We do have West Bryant Street --- this may be extended". Does this mean you intend to pursue taking my property through imminent domain to help the apartment/townhouse project? I hope this is not the case. If it is, I need to know.

Regarding the proposed North access, the developer does not have access to the property directly to the North, yet shows an access point. That neighbor is very unhappy, and is fearful of an imminent domain situation, should the City of Springfield approve this project and it moves forward. Can you tell us more about this? I am aware of the City using imminent domain to extend the road. We do have West Bryant Street which if there was a development this may be extended.

Summarizing my questions:

1) Have you or anyone representing the City had discussions about using my property (901 W Farm Rd 182) related to the apartment/townhouse project next door (851 W Farm Rd 182)?
2) Does anyone representing the City have a bias in favor of the apartment/townhouse project?
3) Can the City of Springfield take my property or force me to sell to benefit an entity or business?
4) What is your intention related to West Bryant Street?
5) How can I prevent the loss of my property against my will?

Thanks for your time in helping address my concerns and questions,

From:	Hosmer, Bob
To:	Ken Clarkson
Cc:	Shannan Underwood; Holly Clarkson
Subject:	RE: Case Z-7-2020 W/COD #183
Date:	Tuesday, April 28, 2020 4:26:00 PM
Attachments:	image001.png image002.png image005.png

Mr. and Mrs. Clarkston thanks for your comments. I will try to answer your questions as best I can.

1) Have you or anyone representing the City had discussions about using my property (901 W Farm Rd 182) related to the apartment/townhouse project next door (851 W Farm Rd 182)? No, but as you know West Bryant Street is stubbed out for future expansion westward no timeline on this, only if development occurs.
2) Does anyone representing the City have a bias in favor of the apartment/townhouse project? Not to my knowledge.
3) Can the City of Springfield take my property or force me to sell to benefit an entity or business? No.
4) What is your intention related to West Bryant Street? Stubbed out for future expansion westward when development occurs.
5) How can I prevent the loss of my property against my will? Sign a protest petition and submitted written comments, or attend the tele-conference public meeting at our Planning and Zoning Commission and City Council.

Let me know if I answered your questions or if you have any additional questions.

Bob Hosmer, AICP

Planning Manager
Development Review Office
840 Boonville Avenue
City of Springfield, Missouri
Department of Planning and Development
417.864.1834 or 417.864.1611
General Information: http://www.springfieldmo.gov/DevelopmentReview
Zoning Map: http://maps.springfieldmo.gov/zoning/
Zoning Code: https://library.municode.com/mo/springfield
eCity: https://ecity.springfieldmo.gov/

From: Shannan Underwood
To: Neal, Daniel; Zoning@springfieldmo.gov
Subject: Fw: Rezoning case: Z-7-2020 w/COD #183
Date: Monday, April 27, 2020 10:30:20 AM

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----- Forwarded Message -----
From: Shannan Underwood <shannanunderwood@yahoo.com>
To: dneal@springfieldmo.gov <dneal@springfieldmo.gov>
Sent: Tuesday, April 21, 2020, 08:01:42 AM CDT
Subject: Fw: Rezoning case: Z-7-2020 w/COD #183

Hello Daniel-

I am reaching out regarding the annexation and rezoning of 851 W. Farm Road 182 (case Z-7-2020 w/COD #183 and A-3-2020). Several in the community have many questions regarding the developer's plans and the process moving forward. There have been attempts by a close-by neighborhood board and an individual home owner to contact the developer with questions, with no response. We are hoping you can help us out!

We did obtain renderings of the proposed project at the site location. We can see there are 11 pods, but do not know how many units are in each pod, as it appears it varies. Can you tell us how many units in total are proposed?

Regarding the proposed North access, the developer does not have access to the property directly to the North, yet shows an access point. That neighbor is very unhappy, and is fearful of an imminent domain situation, should the City of Springfield approve this project and it moves forward. Can you tell us more about this?

Can you tell us how many feet of buffer space is proposed on the West and North side of the proposed development?

Is the developer planning to plant additional evergreen trees to provide a significant, substantial buffer on the West and North sides? If so, what guarantee do we have that he will go through with planting the buffer and sticking with an adequate amount of trees?

This developer attempted to rezone with Greene County in August 2019. He was met with very intense, overwhelming community opposition, and the Planning and Zoning Board voted to not recommend rezoning for numerous reasons. The developer was interviewed and quoted by KY3, saying he would withdraw his application to rezone, because he did not want to upset the community. He also stated that he might revisit the situation if could address the traffic situation on Plainview. Can you tell us if there are plans to address the traffic situation in this area? Has this indeed changed?

The community is aware that the developer's new proposal is significantly less dense than his previous proposal. However, numerous multi-family options already exist in this area, which is why the community is so opposed to losing the current single family, R-1 zoning to another multi-family development. Can you help us understand the City's benefit to annexing and rezoning this property?

I'm not familiar with the City of Springfield's planning process and zoning codes. Does the city typically follow the plan of decreasing density, Commercial>>>High Density Multi-family>>>Less Dense Multi-family>>>Single Family Homes? If this is the typical plan, does this proposed development go in the opposite direction?

So many questions! As neighbors have been made aware of the proposed annexation and rezoning, many have been flooding me with questions I cannot answer. I truly appreciate your time and help providing answers to the community!

Thank you!

Shannan Underwood
417-848-6682

From: Hosmer, Bob
To: Shannan Underwood
Subject: RE: Rezoning case: Z-7-2020 w/COD #183
Date: Monday, April 27, 2020 4:39:00 PM
Attachments: image001.png
image002.png

Shannan, Thanks for submitting your questions. I will try to address your questions in absence of our staff being out with Covid-19 stay at home order. Please see our responses in red. If you have any questions please give me a call at 417-864-1834.

I am reaching out regarding the annexation and rezoning of 851 W. Farm Road 182 (case Z-7-2020 w/COD #183 and A-3-2020). Several in the community have many questions regarding the developer's plans and the process moving forward. There have been attempts by a close-by neighborhood board and an individual home owner to contact the developer with questions, with no response. We are hoping you can help us out!

We did obtain renderings of the proposed project at the site location. We can see there are 11 pods, but do not know how many units are in each pod, as it appears it varies. Can you tell us how many units in total are proposed? Since the development will be under our Conditional Overlay District this development will be limited to 11 dwelling units per acres for a maximum of 108 units. However there are other requirements that would reduce this number i.e. open space requirements of 20% of the total, a required stream buffer, parking and bufferyards etc. This would reduce the number considerably.

Regarding the proposed North access, the developer does not have access to the property directly to the North, yet shows an access point. That neighbor is very unhappy, and is fearful of an imminent domain situation, should the City of Springfield approve this project and it moves forward. Can you tell us more about this? I am aware of the City using imminent domain to extend the road. We do have West Bryant Street which if there was a development this may be extended.

Can you tell us how many feet of buffer space is proposed on the West and North side of the proposed development? The will be required a Type B bufferyard which is a minimum of fifteen (15) feet with required plantings. There will also be a 45-degree bulk plane from the north and west property line. This is a one to one setback for height.

Is the developer planning to plant additional evergreen trees to provide a significant, substantial buffer on the West and North sides? If so, what guarantee do we have that he will go through with planting the buffer and sticking with an adequate amount of trees? This will have to be added to the conditional overlay district language. I have not heard that they have suggested this. If so we need them to commit to this in the ordinance which will be binding at the time of development.

This developer attempted to rezone with Greene County in August 2019. He was met with very intense, overwhelming community opposition, and the Planning and Zoning Board voted to not recommend rezoning for numerous reasons. The developer was interviewed and quoted by KY3, saying he would withdraw his application to rezone, because he did not want to upset the community. He also stated that he might revisit the situation if could address the traffic situation on

Plainview. Can you tell us if there are plans to address the traffic situation in this area? Has this indeed changed? I am not aware of any traffic changes. A Traffic Impact Study was not required, as the change in zoning did not increase the trip generation in the AM/PM peaks by more than 100 additional trips nor did it exceed the threshold of 1,000 additional trip-ends daily.

The community is aware that the developer's new proposal is significantly less dense than his previous proposal. However, numerous multi-family options already exist in this area, which is why the community is so opposed to losing the current single family, R-1 zoning to another multi-family development. Can you help us understand the City's benefit to annexing and rezoning this property? City services.

I'm not familiar with the City of Springfield's planning process and zoning codes. Does the city typically follow the plan of decreasing density, Commercial>>>High Density Multi-family>>>Less Dense Multi-family>>>Single Family Homes? If this is the typical plan, does this proposed development go in the opposite direction? The City's Growth Management & Land Use Plan element of the Comprehensive Plan identifies the northeast portion of the subject property as appropriate for Medium or High Density Housing and south portion of property as appropriate for Low Density Housing. The proposed R-LD District will have the same density of our R-TH 11 dwelling units per acre.

So many questions! As neighbors have been made aware of the proposed annexation and rezoning, many have been flooding me with questions I cannot answer. I truly appreciate your time and help providing answers to the community!

Bob Hosmer, AICP

Planning Manager
Development Review Office
840 Boonville Avenue
City of Springfield, Missouri
Department of Planning and Development
417.864.1834 or 417.864.1611
General Information: http://www.springfieldmo.gov/DevelopmentReview
Zoning Map: http://maps.springfieldmo.gov/zoning/
Zoning Code: https://library.municode.com/mo/springfield
eCity: https://ecity.springfieldmo.gov/

From: Jen
To: Zoning@springfieldmo.gov
Subject: reference to case number is Z-7-2020 w/COD #183
Date: Wednesday, April 29, 2020 3:53:03 PM

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In reference to case number is Z-7-2020 w/COD #183

As a current owner of two homes in stone meadow (our and my in-laws), I am always concerned when short term rental developments want to build next to a home owner community. We already have issues with several apartment and townhome renters next to our subdivision- teenagers trespassing, littering, being obtrusive and in general, disrespectful towards the home owners of our area. Adding more is not ideal. Adding to that, the current Kansas Expressway extension is already taking affect on the value of our homes, this too will add another decrease in value on the other side of the subdivision. The lot purchased is a beautiful area and best served as it is- a single family dwelling. Anything else will continue to add to the increase in traffic on Plainview and Campbell as well as a decrease in value of our homes when we are already getting that from the Kansas Expressway extension. Thank you for your consideration.

Jennifer Yanders

Sent from my iPhone

From: Hosmer, Bob
To: Steve Johnson; Zoning@springfieldmo.gov
Subject: RE: Case #"s - A-3-2020 & Z-L-2020 W COD #183
Date: Friday, April 3, 2020 4:02:00 PM
Attachments: image001.png
image002.png

Mr. Johnson please find our response to your questions below:

1. Is the planned meeting of Thursday, 9 April to proceed as planned?
The meeting on April 9th has been postponed to May 7th tentatively. You will want to keep posted on the May 7th date in case something changes due to any extensions of the stay at home order.

2. Can you provide documentation of the steps and dates submitted, of the development process, to this date?
The applicant submitted for Pre-Development review in February and made formal application for annexation and rezoning in March. For the annexation, they are tentatively going to City Council on April 20th for initiation, June 1st for public hearing and June 15th for final decision. For the rezoning, they will tentatively be going to Planning and Zoning Commission on May 7th, then to City Council for public hearing on June 1st and June 20th for final decision. You will notice that the annexation and rezoning are both at public hearing and final vote at the same time at City Council and that is intentional.

3. What documents have been submitted, to date, for request for annexation?
The applicant has submitted an annexation application, voluntary annexation petition, site sketch/survey, annexation area legal description and warranty deed for the subject property. We can send you copies of these documents if you would like.

4. What are the procedures, for a near by property owner, to protest the annexation?
There are a few different ways to protest an annexation. You can send written comments to City Council by sending a letter or email to the City Clerks Office. You can call your Council Zone member or General Council members by phone through the City Clerks Office to voice your concerns. Or the Missouri Statutes provide for a protest if you get 5% of qualified voters within the City: (3) If a written objection to the proposed annexation is filed with the governing body of the city, town or village not later than fourteen days after the public hearing by at least five percent of the qualified voters of the city, town or village, or two qualified voters of the area sought to be annexed if the same contains two qualified voters, the provisions of sections 71.015 and 71.860 to 71.920, shall be followed.

5. What are the procedures, for a nearby property owner, to protest the rezoning of said property?
You can find the process of rezoning can be found online at:
https://www.springfieldmo.gov/836/Rezoning

A legally binding protest petition is a petition that requires a favorable vote of two-thirds of all the members of the legislative body or six (6) out of the nine (9) City Council members to vote in favor of the rezoning in order for it to be approved. An official zoning protest petition can be submitted to the City Clerk's Office (City Council), but must be signed by the property owners representing at least

thirty percent (30%) of the property (total square footage) within 185 feet of the rezoning. The petition can be found online at:
https://www.springfieldmo.gov/DocumentCenter/View/4091/Information-on-Rezoning-Protest-Petitions?bidId=

Let us know if you have any questions.

Bob Hosmer, AICP

Planning Manager
Development Review Office
840 Boonville Avenue
City of Springfield, Missouri
Department of Planning and Development
417.864.1834 or 417.864.1611
General Information: http://www.springfieldmo.gov/DevelopmentReview
Zoning Map: http://maps.springfieldmo.gov/zoning/
Zoning Code: https://library.municode.com/mo/springfield
eCity: https://ecity.springfieldmo.gov/

From: Steve Johnson <stevemo43@gmail.com>
Sent: Thursday, April 2, 2020 3:37 PM
To: Zoning@springfieldmo.gov
Subject: Case #'s - A-3-2020 & Z-L-2020 W COD #183

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Questions:

1. Is the planned meeting of Thursday, 9 April to proceed as planned?

2. Can you provide documentation of the steps and dates submitted, of the development process, to this date?

3. What documents have been submitted, to date, for request for annexation?

4. What are the procedures, for a near by property owner, to protest the annexation?

5. What are the procedures, for a nearby property owner, to protest the rezoning of said property?

Thank you.

Stephen S. Johnson

--

Steve Johnson
stevemo43@gmail.com

From:	Tasset, Andrew
To:	Zoning@springfieldmo.gov
Cc:	Tasset, Andrew
Subject:	Comments-Case Z-7-2020 COD #183
Date:	Thursday, April 30, 2020 4:00:39 PM
Attachments:	image003.png

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I would like to submit my comments below ahead of the May 7 meeting on Case Z-7-2020 COD #183 concerning the rezoning on Plainview Road.

Thank you to the commission for giving me a voice in OPPOSITION to this rezoning request.

My name is Andrew Glynn Tasset, and live just outside the 185 foot boundary at 970 W Shadowlawn St. My home is located at 210 feet from the proposed rezoning.

I have several concerns with the rezoning of this property. One is my property value… since the proposed plans are to essentially build an apartment complex. I built my home 20 years ago. At that time, Stone Meadow was about 1/2 the way built out. It was a nice quiet neighborhood, good schools, and good area of town. This is what brought us to build our home here and to start a family. Since then, the south side has definitely been built up over the last 20 years. Rezoning this property just adds to the population density in the area. Now, I certainly don't have a problem with Springfield growing. I'm not here to stand in the way of progress and the development of the South side and providing housing in a desirable part of town. But when it comes to impacting the equity that I've built in my home over the last 20 years... and the equity of my neighbors...equity that I've worked hard for... I'm naturally against it. Especially if my equity is going into the pocket of someone else who is just trying to make a buck off of the backs of hard working Springfieldians who have put down roots here.

Another concern is traffic. Since I've lived in my house, I've seen the speed limit on Plainview go from 30 mph to 40 MPH. More and more traffic adds to congestion issues on Plainview. My house backs up to Plainview, and the noise has just gotten worse and worse over the years. But this isn't the bigger issue here. If you have looked at the entrance to this new proposed development, IT IS VERY DANGEROUS. It is definitely a blind hill to oncoming traffic from the west for the people who would be exiting this proposed property. I can't tell you how many times I witnessed the former owner of this property, Dr. Graves, almost getting hit from people speeding in this area. When the posted speed limit is 40… drivers regularly do 50 MPH. Rezoning this property will actually be a detriment for the people who would be living in the proposed development. I'm not sure as a city we would actually approve of something that would be this dangerous to people.

So, why build an apartment complex next to 400k homes? Why put an additional burden on the traffic in that area. I get it... it's a desirable part of town that the developer would greatly benefit here. But… at the expense of my property value, my home equity…people's lives…all to benefit one individual or business? This certainly doesn't make sense to me. For myself and those who have put down roots in this area of Springfield, I request that this rezoning be denied.

Thank you Chairman and commission for giving me this time to voice my concerns.

Sincerely

Andrew Tasset
Vice President, Marketing Manager
Central Bank / Central Trust
P.O. Box 3397, Springfield, MO 65808
1800 S. Glenstone, Springfield, MO 65804

Office Phone: (417) 841-4293
Cell Phone: (417) 350-6925
Fax: (417) 841-4283
andrew.tasset@centralbank.net
www.centralbank.net
www.centraltrust.net

View my profile on LinkedIn

****
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****

From: Andrew Post
To: Zoning@springfieldmo.gov
Subject: Plainview rezoning
Date: Thursday, April 30, 2020 9:42:09 PM

CAUTION This email originated from outside the organization. Do not open attachments or click links from sources you do not know and trust.

To whom it may concern:
I am unable to attend the zoning meeting next week. I would like to voice my opposition to the rezoning proposal: Z-7 2020 w/ COD #183. I live in a cul-de-sac in Stone Meadow subdivision very close to the property of concern. I have two children who are currently in the SPS district and am concerned about their safety and traffic congestion. The traffic is very congested when school is in session and will likely get much worse if property is rezoned to multi family units. I have a teenager who is still learning the finer points of driving and doesn't need more traffic distractions. I have a kindergartner who is not able to take the bus to school due to SPS mileage criteria. This puts him at risk especially in a high traffic zone. He has to be taken by private vehicle, walk or ride a bike. This situation will likely get much worse when he has to go to Cherokee(the school on the other side of busy Campbell). On top of all of the current traffic congestion, there is talk of extending Kansas Expressway. This whole situation will also lower our property values. This has already failed to pass once. Please put this issue to rest once and for all. Thank you.
Sincerely,
Dr. Andrew Post, DO
Sent from my iPhone

From: Tisha Joplin
To: Zoning@springfieldmo.gov
Subject: Z-7-2020 w/COD #183
Date: Sunday, May 3, 2020 7:30:24 PM

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To Whom It May Concern,

As residents and home owners within the Stone Meadow Subdivision, I feel it is necessary our voice be heard in regards to our concerns and opposition for the rezoning of the property in the case number above from a single family residence to a low density multi family property.

This rezoning will put further strain/demand on the current already maxed schools including Wanda Gray Elementary, Wilson's Creek, and Cherokee Middle School. All three of these schools are above their intended capacity. This is a huge concern as my children attend these schools and further strain is completely unnecessary.

An apartment complex this close will have a direct negative impact on the many nearby property values. There are also huge water run-off issues with homes on the north side of Plainview and this multi family development would be adding to this issue.

This development will also generate more traffic on an already congested road system, specifically Plainview and Campbell.

Lastly, there is not a need for additional multi-family housing in this area. There are well over 650 apartment units in 1/4 mile of this property listed above.

Sincerely,
Jake and Tisha Joplin

From: Stephen Whisler
To: Zoning@springfieldmo.gov
Subject: Case # Z-7-2020 w/COD #183
Date: Monday, May 4, 2020 12:42:18 PM

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I oppose the rezoning of 851 W. Farm Road 182. As a former multi-term city councilman in a neighboring city I have seen the negative effects of multi-family housing being developed near pre-existing single-family homes without adequate consideration of traffic, infrastructure, watershed, and noise level impacts.

Respectfully,

Steve Whisler
1032 W. Ward Parkway
Springfield, MO 65810

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From: Steph and Brad Brotherton
To: Zoning@springfieldmo.gov
Subject: Zoning opposition
Date: Monday, May 4, 2020 2:03:21 PM

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I oppose the rezoning of
851 W. Farm Road 182

Case number: Z-7-2020 w/COD #183

Stephanie Brotherton

From: Stephanie Fessenden
To: Zoning@springfieldmo.gov
Subject: Case number is: Z-7-2020 w/COD #183
Date: Monday, May 4, 2020 2:36:27 PM

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I oppose the rezoning of 851 W Farm Rd 182. I live in Stone Meadow off of Ward Pkwy and use the Parkhill entrance.

A rezoning of 851 W Farm Rd 182 would decrease property values, increase traffic and overwhelm already crowded schools.

We have purchased several homes in this area over the last ten years due to the good property value, excellent schools and lower crime rates compared to other parts of the city. In my opinion, the rezoning will negatively affect all three of the above mentioned concerns.

Thank you,
Stephanie Fessenden
1097 W Ward Pkwy
Springfield 65810
417-576-2743

From: Wallace, Lee Anne
To: Zoning@springfieldmo.gov
Subject: Z-7-2020 w/COD#183
Date: Monday, May 4, 2020 2:57:03 PM

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Dear Deciding Members-

I oppose the rezoning of 851 W. Farm Rd 182. Developing this property into multiple family will have many negative effects on this area of town, including but not limited to:

1. Plainview Rd CANNOT handle the extra traffic that this will contribute, morning traffic is already backed up from Campbell to the entrance of Le Chateau, or beyond. I am also aware that eminent domain will also be enacted to gain access to a smaller road to the north of the property to be used as another route into the development. This will also have a negative impact on an already stressed and already busy neighborhood of SEVERAL apartment buildings that use Weaver Rd as access.

2. The school district, elementary and Intermediate, are over filled as it is, this will only add additional students to the already large class sizes at Wanda Gray and Wilson's Creek. How will this issue be addressed and when?

3. As a resident of Le Chateau these two items listed above are VERY concerning. I also worry about storm run off, property value depreciation and "riff raff" that can come with rental units.

I oppose the rezoning of 851 W Farm Rd 182 due to the above listed issues, it is only in the "best interest" of one person, the developer, and **NOT** in the best interest of THOUSANDS of residents of that area.

Thank you-

LeeAnne Wallace BSRT(R)(CT)
Lead Technologist
Department of Radiology
lwallace@selectmedical.com
office 417-885-4726
cell 314-302-9167
Select Specialty Hospital-Springfield, MO

From: Jim Roebuck
To: Zoning@springfieldmo.gov
Cc: Jim Roebuck
Subject: Case # Z-7-2020 w/cod #183
Date: Monday, May 4, 2020 3:22:45 PM
Attachments: image004.png

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City of Springfield Re zoning Commissioners:

I am writing regards the rezoning request 851 W. Farm Road 182 (Burning Tree Consulting LLC, Titus Williams), case # Z-7-2020 w/cod #183.

My family and I moved to Stone Meadow in 1998 and we continue to live at that same location today. Stone Meadow is a unique neighborhood that allows many amenities in a natural park like setting. Home values continue to increase and those homes For Sale sell very quickly. Stone Meadow is a sought after location/neighborhood to locate. This was developed over the many years by the families of Stone Meadow with an active HOA, updated regulations and proper maintenance of the amenities. Rezoning the ground in question to multifamily pods will change Stone Meadow setting forever. The lot in question provides multifamily pods in multiple locations. There should be a buffer between any multifamily pods and homeowners. This project does not have that. This part of Plainview Road and area of town is already over flowing with multifamily units. Many multifamily units already exist in this immediate area. I have never objected to any of the previous developments on Plainview or Weaver Rd area. Homeowners in Stone Meadow should not have property values drop and amenities lost due to a profit minded only investor. The only purpose of the purposed project is for this individual to make money—it is not to allow the Stone Meadow Neighbor to continue to enjoy benefits and values it has grown and developed over the past 20 years. We should not have to change our quality of life enjoyed for 20+ years over this project. The developer will not suffer property value loss, noise, added traffic, and congestion the homeowners will face if project is approved. There is no benefit to Stone Meadow or any homeowner next to the pods for this development to occur,

none. I find it interesting Greene County Zoning did not recommend this project to go forward and now this matter is coming to the City. Any event having such a negative impact on so many should have community support which this lacks. Traffic in this area continues to grow with all the existing developments and multifamily units. The extreme number of pods and closeness to Campbell Ave will only add to the congestion. This location is not the best choice. I respectfully request the Springfield City Re Zoning Commissioners to deny the re zoning of the above property.

Roebuck Ins and Fin Svcs Inc
Jim Roebuck, Agent
Bus: 417 882 3266
Fax: 417 889 9757
1638 S Enterprise Ave, Springfield, MO 65804-1800

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Roebuck Ins and Fin Svcs Inc
Jim Roebuck, Agent

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From: Ron Greenway
To: Zoning@springfieldmo.gov
Subject: City of Springfield Planning and Zoning Commission RE Zoning Case: Z-7-2020 w/ COD #183
Date: Monday, May 4, 2020 3:47:15 PM
Attachments: Scanned from a Xerox Multifunction Printer.pdf

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City of Springfield Planning and Zoning Commission and Springfield City Council:

My name is Ron Greenway and I would like to submit the attached PDF expressing my concerns of Zoning Case Z-7-2020 w/COD #183. In addition, I would like to speak at the Planning and Zoning Meeting scheduled for May 7, 2020. Please confirm receipt of this email and provide instructions that will allow me to participate in the meeting via a call as I understand this meeting will be held as a conference call.

Thanks in advance for your attention to this matter.

Ronald A. Greenway

(417)849-8151

From: Ronald A. Greenway & Casey G. Greenway

961 West Shadowlawn Street

Springfield, MO 65810

To: City of Springfield Planning and Zoning Commission

Springfield City Council

Regarding: Zoning Case Z-7-2020 w/COD #183

My property lies within 185 feet of the above mentioned proposed rezoning and I have the following concerns:

1. Public Safety:

    a. Left turn exits from the property onto Plainview road are hazardous due to the high rate of speed of vehicles on East bound Plainview Road.

    b. Traffic congestion and backup at the intersection of Campbell and Plainview Road from East bound Plainview Road already backs up past Michigan Avenue most mornings during the time period of 7:30 and 8:00 due to the vehicles seeking to get to Cherokee Middle School and North Bound Campbell Avenue. Traffic frequently backs up to Stonegate Avenue during bad weather.

    c. If there were to be 110 units on the property, that would imply over 200 cars leaving this property daily. The property is landlocked meaning all entrances and exits will be done at Plainview Road. This creates a public hazard with so many vehicles only having one entrance and exit should that exit be blocked.

    d. Traffic is further restricted because of "on street" parking that occurs at Weaver Creek Apartments on South Main Street. The residents park on both sides of South Main Street (North of Bryant Street) making it extremely narrow for two lanes of traffic. Pedestrians getting into and out of their cars combined with the traffic on this road is creating a situation where someone could easily be injured.

2. Declining Property Values:

    a. The adjacent properties will suffer a decline in property values as a result of this development. I suspect that no less than a 10% decrease in the property values to the properties within 185 feet of this development. No owner of a single family residence desires a high density development within 185 feet of their property. It is a visible detractor to their property and likely a noise nuisance to the quiet neighborhood that they currently enjoy.

3. Trespassing:

    a. As duplexes and apartments have been placed on properties near Stone Meadow, the neighborhood has seen a substantial increase of nuisance trespassing and damage to the common ground areas.

    b. The Stone Meadow Property Owners Association has spent meaningful amounts of money on security monitoring and patrols to address these trespassing events and the illegal usage of the amenities in the neighborhood.

4. Storm water run-off:

    a. With each development that happens from James River Freeway to the North and Campbell Avenue to the East, the storm water drainage damage to the common areas in Stone Meadow gets worse.

It is my sincere hope that these factors are taken into consideration while reviewing the requested rezoning. Thank you in advance for your time and consideration regarding this matter.

Sincerely,

Ronald A. Greenway

From: Ronald A. Greenway & Casey G. Greenway
961 West Shadowlawn Street
Springfield, MO 65810

To: City of Springfield Planning and Zoning Commission
Springfield City Council

Regarding: Zoning Case Z-7-2020 w/COD #183

My property lies within 185 feet of the above mentioned proposed rezoning and I have the following concerns:

1. Public Safety:
    a. Left turn exits from the property onto Plainview road are hazardous due to the high rate of speed of vehicles on East bound Plainview Road.
    b. Traffic congestion and backup at the intersection of Campbell and Plainview Road from East bound Plainview Road already backs up past Michigan Avenue most mornings during the time period of 7:30 and 8:00 due to the vehicles seeking to get to Cherokee Middle School and North Bound Campbell Avenue. Traffic frequently backs up to Stonegate Avenue during bad weather.
    c. If there were to be 110 units on the property, that would imply over 200 cars leaving this property daily. The property is landlocked meaning all entrances and exits will be done at Plainview Road. This creates a public hazard with so many vehicles only having one entrance and exit should that exit be blocked.
    d. Traffic is further restricted because of "on street" parking that occurs at Weaver Creek Apartments on South Main Street. The residents park on both sides of South Main Street (North of Bryant Street) making it extremely narrow for two lanes of traffic. Pedestrians getting into and out of their cars combined with the traffic on this road is creating a situation where someone could easily be injured.
2. Declining Property Values:
    a. The adjacent properties will suffer a decline in property values as a result of this development. I suspect that no less than a 10% decrease in the property values to the properties within 185 feet of this development. No owner of a single family residence desires a high density development within 185 feet of their property. It is a visible detractor to their property and likely a noise nuisance to the quiet neighborhood that they currently enjoy.
3. Trespassing:
    a. As duplexes and apartments have been placed on properties near Stone Meadow, the neighborhood has seen a substantial increase of nuisance trespassing and damage to the common ground areas.
    b. The Stone Meadow Property Owners Association has spent meaningful amounts of money on security monitoring and patrols to address these trespassing events and the illegal usage of the amenities in the neighborhood.
4. Storm water run-off:
    a. With each development that happens from James River Freeway to the North and Campbell Avenue to the East, the storm water drainage damage to the common areas in Stone Meadow gets worse.

It is my sincere hope that these factors are taken into consideration while reviewing the requested rezoning. Thank you in advance for your time and consideration regarding this matter.

Sincerely,

Ronald A. Greenway

From: Darrell Riemann
To: Zoning@springfieldmo.gov
Subject: Z- 7-2020 w/COD #183
Date: Monday, May 4, 2020 3:55:34 PM

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I oppose the rezoning of 851 W Farm Road 182. This will lower property values in the area. The traffic is very bad on FR 182 now, additional traffic will only make it worse. Again I oppose the rezoning of this property.

Darrell Riemann
989 W Sycamore
Springfield, Mo. 65810

From: David Fessenden
To: Zoning@springfieldmo.gov
Subject: Z-7-2020 w/COD #183
Date: Monday, May 4, 2020 4:09:45 PM

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I oppose the rezoning of 851 W Farm Rd 182. I live in Stone Meadow off of Ward Pkwy and use the Parkhill entrance.

A rezoning of 851 W Farm Rd 182 would decrease property values, increase traffic and overwhelm already crowded schools.

We have purchased several homes in this area over the last ten years due to the good property value, excellent schools and lower crime rates compared to other parts of the city. In my opinion, the rezoning will negatively affect all three of the above mentioned concerns.

David Fessenden
1097 W Ward Pkwy
Springfield 65810
417-848-6906

From: Mary Henderson
To: Zoning@springfieldmo.gov
Subject: Case #Z-7-2020 w/COD #183
Date: Monday, May 4, 2020 4:52:09 PM

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To Whom It May Concern:

I oppose the rezoning of 851 W. Farm Road 182.

Case number is: Z-7-2020 w/COD #183

Sincerely,
Mary Henderson
2664 W Blakey St
Springfield MO 65810
417-597-2870

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From: Brian Gelner
To: Zoning@springfieldmo.gov
Cc: Melissa Gelner
Subject: Case Z-7-2020-wCOD183 - Plainview Rezoning
Date: Monday, May 4, 2020 10:31:21 PM

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City of Springfield Planning and Zoning Commissioners,

We are writing to oppose the rezoning for the property at 851 W Farm Road 182 (Plainview Rd), Case Z-7-2020-wCOD183, from R-1 to R-LD.

We have lived in the adjacent Stone Meadow neighborhood (5301 S Whitmore Ave) for 15 years and have seen a dramatic increase in the traffic on Plainview Road subsequent to the addition of other Low Density housing projects east of our neighborhood. The LD housing proposed will certainly further increase the traffic congestion on Plainview.

Since many other multi-family developments between Weaver and Plainview Road have commenced, we have noticed a significant increase in the flooding of the Ward Branch (and related run off creeks) to the common area of our neighborhood. Flooding encroaches on residential lots/homes in the neighborhood more every year. The HOA is also strapped with incremental repair fees from damages caused to the common area. The 851 W Farm Road 182 property is one of the last remaining green spaces in this area and critical in the preservation of the natural land and water absorption/flow.

Lastly, we have concerns that additional low density housing will further decrease the individual property value of our home and the Stone Meadow neighborhood value/desirability overall.

In summary and for the reasons stated within, we jointly oppose the proposed rezoning of the 851 W Farm Road 182 property as proposed.

The Commission faces the hard task of balancing individual voices with the louder requests of developers. While your role is difficult, the citizens of the city look to you with trust to protect the value and nature of our land and city with your civic responsibility and thoughtful review.

Brian and Melissa Gelner
Property owners
5301 S Whitmore Ave
417-880 6474 (mobile)

Sent from Mail for Windows 10

From: Lori Morgan
To: Zoning@springfieldmo.gov
Subject: Case number is Z-7-2020 w/COD #183
Date: Tuesday, May 05, 2020 9:54:00 AM

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We are writing today regarding the above-referenced case for rezoning property on Plainview Road close to Stone Meadow Subdivision.

We have lived in Stone Meadow for over 20 years. Since that time, there have been many changes to this area of town: more homes being built, new subdivisions, increase in traffic, new schools, etc. While these changes can be positive, there are many negatives as well. Stone Meadow Subdivision has always been known for being a quiet, peaceful neighborhood, with many trees and wooded areas to the east. This creates a buffer from the noise and congestion on Campbell, which makes it an attractive neighborhood in which to live and raise a family.

However, with all the new developments to the east (apartments, town homes) it has had an adverse affect on our neighborhood. No longer do we have the same security we did prior to those units being constructed. As you are well aware, our common area (which we pay homeowner dues) can be accessed on foot from those areas. We have had several incidents of non-residents intruding into that area.

The area being considered for rezoning is in a place on Plainview that has seen an increase in traffic over the years. With the addition of more homes, even if there is an access road to the north, there WILL be more traffic on Plainview, which we do not need. We have many walkers, runners, and kids walking to and from school. Eventually the Kansas Expressway extension will dump out on Plainview as well. This is going to be horrible for the already increased traffic on Plainview. At times, it is difficult to exit out of Stone Meadow on Plainview...this will just make matters worse.

We are also extremely concerned about property values. Since this proposed rezoning is not for single family homes, we feel it will have a negative impact on our home values. We do not believe that it is right to take another individual's property (Ken and Holly Clarkson) to connect this development to Bryant Street. We do NOT believe you have tax-paying homeowners' best interest in mind when proposing this rezoning.

Many of us in Stone Meadow have been here for years. On our street alone, we have families having lived here for 18, 19, and 20 years. We have a huge investment in our property. Many of us are retired or close to retirement, and we feel this will have a negative impact on our quality of living.

PLEASE DO NOT APPROVE THIS REZONING.

Ron and Lori Morgan

From:	Deanne Wilson
To:	Zoning@springfieldmo.gov
Subject:	Case number Z-7-2020 w/COD #183
Date:	Tuesday, May 05, 2020 10:37:56 AM

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To the Planning and Zoning Committee,

We oppose the rezoning of 851 W. Farm Road 182. We live within the vicinity of this beautiful property. Our kids go to Wanda Gray Elementary and ride their bikes around the Stone Meadow neighborhood and surrounding area, which is located off of Plainview and directly west of the proposed re-zoning. We have several issues with the re-zoning, as follows:

1) Impact on the elementary school - we understand this is a Springfield Public Schools issue. However, wouldn't this be something that you, as a city committee, feel morally obligated to take into account? The school is already busting at the seams due to the many apartments and townhomes that have been built in recent years. We specifically built our home to go to this incredible school and never imagined having the influx of students due to multi-family housing in the area.

2) Traffic impact - from reading the staff report, we understand there was no traffic studies performed due to the estimation in trip generation not meeting a certain threshold. We would like someone to try and turn onto Plainview around 7:30 am during the week. Since Kickapoo HS and Cherokee MS both have approximately 8:00 am start times, the intersection at Plainview and Campbell is extremely congested and gets backed up onto Plainview. I cannot imagine adding more traffic to this cluster.

3) Overall impact - we believe the overall impact of this proposed development to be profound. When you combine the impact on the school, traffic and property values of surrounding beautiful homes, it quite significant to a large number of citizens. Not to mention the impact it has on the home owner whose property you may be taking in order to connect the streets. This impact..... all to save a developer who possibly made a bad investment decision? I am sure the City has benefits to developing, but not sure the reasons outweigh these consequences. As you are aware, the County already failed to pass a similar re-zoning request. The hearing for that was standing-room only. Unfortunately, due to Covid, your committee will not see all these concerned citizens.

Thank you for your attention,

Victor and Deanne Wilson

From: Don Simpson
To: Zoning@springfieldmo.gov
Subject: Case Z-7-2020 w/COD #183
Date: Tuesday, May 05, 2020 11:37:26 AM

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I am writing to oppose this request for rezoning. The reasons for my opposition are the same as those presented to the county planning and zoning commission last fall that resulted in their ***unanimous*** denial of the request. While the developer has made some modifications to his plans, the proposed density is still high. This would add over 100 housing units on a property where there is now one. As such, many of the concerns (traffic, overload on the sewer system, additional runoff, decrease in our property values, impact on the school system, and more) all remain.

It is disconcerting that the developer, after being denied by the county, would turn to the city for a different decision with the objective of having the property annexed.

It is also a concern that this decision may be made without a true public (in person) hearing. The passion on this topic is strong among residents, as was evidenced by the huge turnout at the county meeting. Their objective reasons for opposing it are equally strong. Both will be more difficult to address in a videoconference, and many residents will likely not be able to participate in the virtual meeting due to their lack of familiarity or comfort with the technology. At a minimum, is there a reason this decision cannot be delayed until a truly public meeting is possible?

Sincerely,

Don Simpson
989 W. Valley Way
Springfield, MO 65810

From: Ken Clarkson
To: Zoning@springfieldmo.gov; Holly Clarkson; Shannan Underwood
Subject: Voicing my concerns at 7May20 meeting Z-7-2020 w/COD#183
Date: Tuesday, May 05, 2020 11:55:07 AM

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I wish to voice my concerns at the meeting this Thursday (7May2020), related to the annexation, rezoning, and ultimately the building of apartments/townhouses at 851 W. Farm Road 182 This is next to my property/house (a single family residential neighborhood). I'm not yet sure how to access the meeting at this time.

The concerns I wish to voice and clarify relate to:

1. Serious storm-water runoff due to increases in asphalt and concrete covering existing soil.
2. Changing the nature of our neighborhood.
3. Decreases in property values.
4. Increase in traffic on a very busy street.
5. Over-crowding of schools which are already at capacity.
6. Safety of children walking to school on sidewalks (at edge of Plainview/Fm Rd 182) with 40+mph traffic.
7. Potential increase in crime due to significant increase in residents.

Please let me know if I will be able to communicate my concerns at the meeting.

Ken Clarkson
901 W Farm Road 182
Springfield, MO 65810

From:	P Platter
To:	Zoning@springfieldmo.gov
Cc:	Evelyn J. Stewart; Shannan Underwood
Subject:	Z-7-2020 W/C OD # 183 Burning Tree Consulting, LLC
Date:	Tuesday, May 05, 2020 1:23:01 PM

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Dear Sirs:

Mr. and Mrs. Derrick and Shannan Underwood have retained our firm to represent their interests in this application for rezoning and the companion application for annexation.

Please be advised that the undersigned requests the opportunity to address the Planning and Zoning Commission at the hearing scheduled for Thursday, May 7th, 2020.

I expect the presentation will fall within the customary time limitation established by the Commission.

Thank you for your attention and courtesies.

Neale & Newman
Established 1903
NNLaw.com

Patrick J. Platter
Attorney
2144 E. Republic Road F-302
Springfield, MO 65804
Telephone: 417-882-9090
Fax: 417-882-2529

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From: Ryan Jones
To: Zoning@springfieldmo.gov; Hosmer, Bob
Subject: Re: Zoning case Z-7-2020 w/COD #183
Date: Tuesday, May 5, 2020 3:59:39 PM
Attachments: Plainview development site plan.pdf

CAUTION This email originated from outside the organization. Do not open attachments or click links from sources you do not know and trust.

Forgot to send the site plan and rendering with the previous email. P

lease see attached.

Thank you,

On Tue, May 5, 2020 at 3:51 PM Ryan Jones <rsjones5@gmail.com> wrote:

> Mr. Hosmer and Planning and Zoning Commission members:
>
> My name is Ryan Jones and my wife and I purchased our lot and built a home at 988 W. Parkhill Circle in Stone Meadow subdivision, where we've lived for the past 12+ years. My property is within 185 ft. of the property referenced in zoning case Z-7-2020 w/COD #183. I plan to speak at the May 7, 2020 meeting of the Planning and Zoning Commission but also wanted to present my thoughts in writing to be included with the report.
>
> We, along with all of the other adjacent and nearby single family property owners and the residents of Stone Meadow, are naturally opposed to the rezoning of the subject property from (County) R-1 to (City) R-LD for many reasons. These reasons, which are sure to be discussed at length at the hearing, include reduction of our property values, increased traffic, negative impacts to stormwater management, pedestrian safety, and increased crime such as trespassing and vandalism. While it is logical for us to oppose the rezoning, we also understand that we don't have the right to dictate how the property is developed, as long as the development meets the requirements of the zoning ordinances.
>
> Therefore, we would simply request that some language is added that provides some enforceable protection for our neighborhood and the adjacent property owners. The attached preliminary proposed

site plan and 3D elevation appear to provide some of those protections but we would like to have this added to the Development Review Staff Report packet. We would propose to add provisions similar to the following:

- Along the west property line, developer shall provide a minimum 75 ft. Bufferyard Type H with a 6 ft. privacy fence. Existing grading and natural vegetation shall be maintained within this buffer, and additional vegetation (preferably coniferous trees) shall be added to meet the bufferyard minimum planting unit requirements.
- Along the north property line, developer shall provide a minimum 40 ft. Bufferyard Type H with a 6 ft. privacy fence. Existing grading and natural vegetation shall be maintained within this buffer, and additional vegetation (preferably coniferous trees) shall be added to meet the bufferyard minimum planting unit requirements.
- All proposed buildings shall have a maximum height of two stories and shall be below a 30 degree bulk plane from the west and north property lines.
- The developer shall maintain the property as a gated development with access limited to residents and guests.
- The developer shall substantially conform to the attached site plan and rendering/elevation, which shall be included as exhibits to the Conditional Overlay.

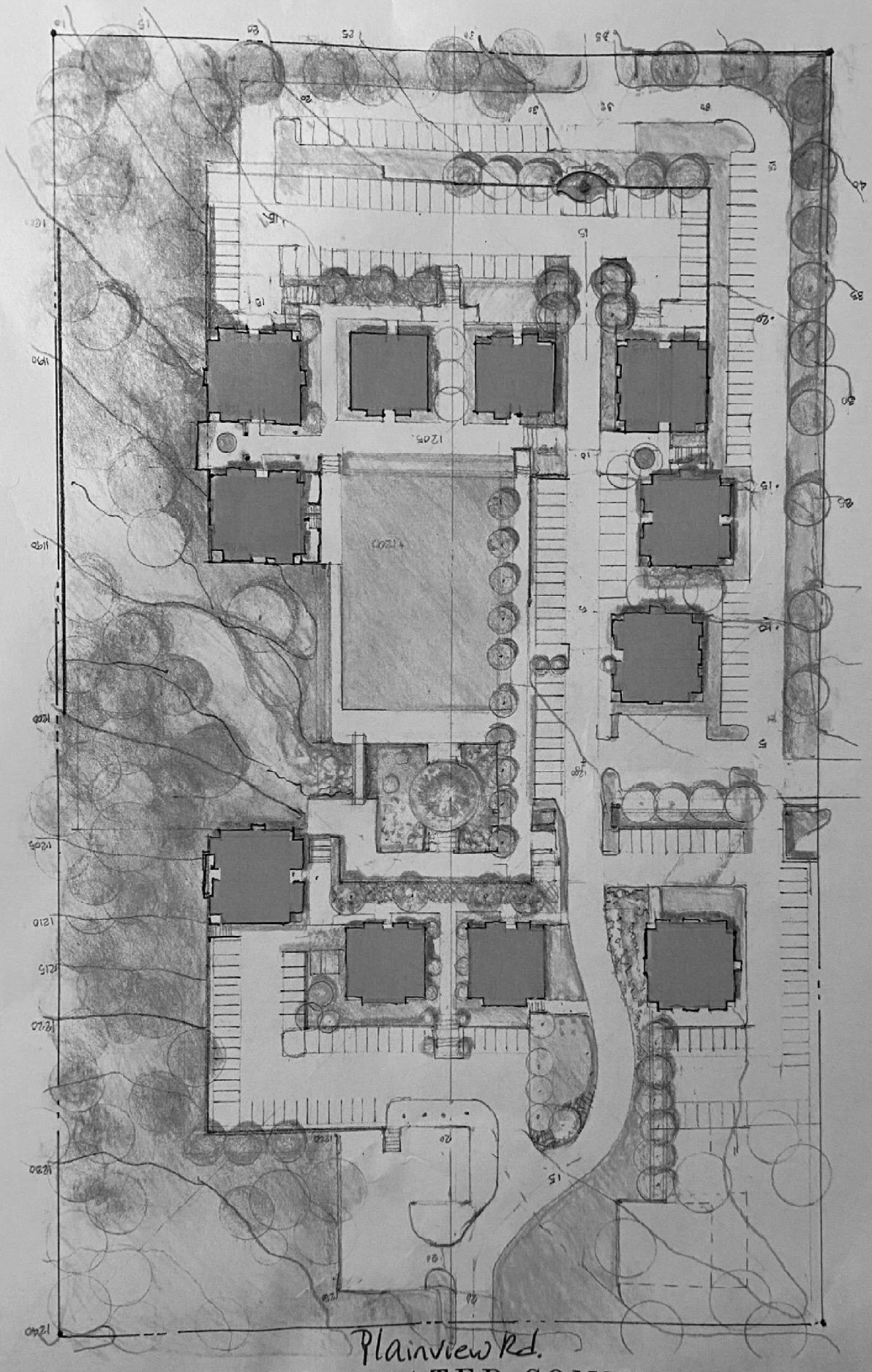
We realize that the above bufferyard requirements and height limitations are more restrictive than what is allowed under the proposed R-LD zoning and COD #183 requirements. However, the developer's submitted preliminary site plan already indicates it as gated community, actually shows a wider bufferyard (approx. 100 ft.) on the west side, and the rendering already represents a two-story structure, so it seems reasonable that these conditions meet the intent of the developer and see no reason for the developer to object to the proposed amendments. Furthermore, the existing townhomes to the east are all two-story structures, so introducing new three-story structures on the subject property would actually *appear* to be an increase in the zoning density requirement, moving westward from Campbell Ave. (even if the 11 DU/acre requirement is met).

In summary, we object to the proposed rezoning and prefer that the transition from R-LD (City-low density) to R-1 (County-single family) remains where it currently exists (at the east property line of the subject property). However, we would be agreeable to the rezoning request to shift this transition zone to the west if the proposed amendments are adopted/included with the Conditional Overlay and met by the developer.

Thank you for your time and consideration.

Ryan and Amanda Jones
417-838-3553

--
Ryan Jones



PLAINVIEW GATED COMMUNITY

A MULTI FAMILY RESORT DEVELOPMENT

PROSPERITI

BOTI ARCHITECTURE

From: Stephanie Hesser
To: Zoning@springfieldmo.gov
Subject: Case numberis: Z-7-2020 w/COD #183
Date: Tuesday, May 5, 2020 5:00:51 PM
Attachments: City Zoning Letter - Hesser.pdf

CAUTION This email originated from outside the organization. Do not open attachments or click links from sources you do not know and trust.

Dear Planning and Zoning,

Please see the attached letter. We firmly oppose the redevelopment of the parcel of land.

Sincerely,
--
Stephanie Rauch Hesser
(417) 860-9684 cell

Stephanie Hesser
977 W. Sycamore Street
Springfield, MO 65810
(417) 860-9684
hesser.stephanie@gmail.com
5/5/2020

City of Springfield, MO
Planning and Zoning
zoning@springfieldmo.gov
Case number is: Z-7-2020 w/COD #183

Dear City of Springfield, MO:

As a life-long resident of Springfield, including my four years spent at Drury, I am in shock by the possibility of a proposed apartment complex at 851 W. Farm Road 182. I grew up just a mile from this address at 850 W. Rivendale. My first home I purchased was in La Chateau subdivision. My second home was in Woodfield Park. Currently we live in Stone Meadow. I was in the first class that went from start to finish at Wanda Gray Elementary. I hope adding this information helps paint a picture of the growth I have seen in my 38 years of living in this area.

I am **firmly opposing** the redevelopment of the former Birdsong land at 851 W. Farm Road 182. I understand growth but another apartment complex in this area is unacceptable. I would have NEVER purchased a home this expensive if we would have had this information.

This will make our home values plummet. Other subdivisions like Stone Meadow in the city (Emerald Park, Old Ivy, Eaglesgate) have an issue currently like this. The land was not zoned for this when our homes where purchase. The land for the current apartment complexes was expected when we purchased our Stone Meadow home.

We live 300 feet from the proposed development. Already during a heavy rain, we have water issues in our creek. My heart hurts for the families that own homes that look directly onto this land. They built a future that only improves the area, not mass housing. Which our schools are already suffering from.

Also, once this land is changed in zoning, how are you for sure the artist rendering is what will happen? I do not believe this "proposed" development helps this area in any way. The though of the increased traffic already makes me nervous.

Sincerely,

Stephanie Hesser

Stephanie Hesser

One-rdg._____
P. Hrngs. _____
Pgs. __8_____
Filed: _____06-09-20____

Sponsored by: _____Fisk_____

First Reading: _____ Second Reading: _____

COUNCIL BILL _____2020- 136_____ SPECIAL ORDINANCE _____

AN ORDINANCE

AUTHORIZING the City Manager, or his designee, to enter into an agreement with the Greater Springfield Area Sports Commission, Inc., in the amount of $43,940.00, for the purpose of promoting the attraction of sporting events to the community.

_____

WHEREAS, the Greater Springfield Area Sports Commission, Inc., ("Commission") is a non-profit corporation, organized in 1999 for the purpose of enhancing the quality of life and stimulating economic growth in the Springfield area by promoting the City as a host city for quality national and regional sporting events and other ancillary activities; and

WHEREAS, a portion of the Commission's budget comes from the City's fee for collecting the hotel/motel gross receipts tax, with $91,500 budgeted for Fiscal Year 2019-2020 and $43,940 budgeted for Fiscal Year 2020-2021.

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

Section 1 – The City Manager, or his designee, is hereby authorized to enter into an agreement with the Greater Springfield Area Sports Commission, Inc., said agreement to be substantially in form and content as that document attached hereto and incorporated herein by this reference as "Exhibit A", and approved as to form by the City Attorney or her designee.

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

Passed at meeting: _____

_____
Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: _____, Assistant City Attorney

Approved for Council action: _____, City Manager

EXPLANATION TO COUNCIL BILL 2020-136

FILED 06-09-20

ORIGINATING DEPARTMENT: Finance

PURPOSE: To authorize the City Manager, or his designee, to enter into an agreement with the Greater Springfield Area Sports Commission, Inc., in the amount of $43,940.00, to promote the attraction of sporting events to the community.

BACKGROUND INFORMATION: The Greater Springfield Area Sports Commission, Inc., ("Commission") is a non-profit corporation organized in 1999 for the purpose of enhancing the quality of life and stimulating economic growth in the Springfield area, by promoting the area as a host city for quality national and regional sporting events and other ancillary activities. A portion of the Commission's budget comes from the City's collection fee from the hotel/motel gross receipts tax. The portion of the City's collection fee budgeted for the Commission in Fiscal Year 2019-2020 was $91,500, and the amount budgeted for Fiscal Year 2020-2021 is $43,940.

Entering into this Agreement will continue the funding of the Commission from a share of the City's collection fee from the hotel/motel gross receipts tax.

REMARKS: The Board of Directors consists of ten perpetual members representing the City, Park Board, City Utilities, Convention & Visitors Bureau, Chamber of Commerce, Springfield R-12 School District, Missouri State University, Drury University, Evangel University and the Greene County Agricultural and Mechanical Society of Springfield, Missouri (Ozark Empire Fair), and other directors as elected.

No significant revisions have been made in this year's contract which is similar to the current agreement. The Springfield Convention & Visitors Bureau manages and provides administrative support for the Commission.

Submitted by:

Buffee Smith, Contract Administrator

Recommended by:

David Holtmann, Director of Finance

Approved by:

Jason Gage, City Manager

Exhibit A

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 July 1, 2020	TERMINATION DATE June 30, 2021	CONTRACT NUMBER:	
(X) NEW CONTRACT			

CITY	CONTRACTOR
City of Springfield **840 N. Boonville Ave, P.O. Box 8368** **Springfield, MO 65802** **Phone: (417) 864-1625** **Attn: David Holtmann, Director of Finance**	**Greater Springfield Area Sports Commission, Inc.** **815 E. St. Louis Street, Suite 100** **Springfield, MO 65806** **Phone: (417) 881-5300** **Attn: Tracy Kimberlin**

AGREEMENT

THIS AGREEMENT, made and entered into this_____day of_____, 20_, by and between the City of Springfield, Missouri, a constitutionally chartered municipal corporation of the State of Missouri, hereinafter referred to as the "City," and the Greater Springfield Sports Commission, Inc., a not-for-profit Missouri corporation, hereinafter referred to as the "Contractor.".

WITNESSETH:

WHEREAS, the Contractor desires to promote sports and sporting events within the Greater Springfield Missouri area in accordance with the Scope of Services attached as Exhibit 1, and

WHEREAS, the City desires to retain the services of the Contractor to promote sports and sporting events in the City by providing to Contractor an annual sum equal to a designated share of collection fees of the City from Hotel and Motel gross receipts tax collected by the City under Article V of Chapter 70 of the Springfield City Code.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. **TERM**. The term of this Agreement shall be from July 1, 2020, to June 30, 2021, subject to any changes to which both parties may subsequently assent in writing.

2. **SCOPE OF SERVICES**. The City will engage the services of the Contractor to establish and perform services which are more particularly described in *Exhibit 1* and incorporated herein by reference. The City authorizes the Contractor, and the Contractor agrees to proceed with the development of programs for those activities described in *Exhibit 1.*

3. **AGREEMENT ADMINISTRATION.** The City designates the City Manager (or their designated alternate) as its representative to whom all communications related to the scope of work, cost, schedule, and personnel matters shall be directed by the Contractor.

The Contractor designates the President of the Greater Springfield Area Sports Commission, Inc. (or their designated alternate) as its representative concerning all work performed under this Agreement.

The aforementioned representatives of both the City and Contractor shall have primary responsibility and authority on behalf of each respective party to administer this Agreement and to agree upon procedures for coordinating the efforts of both parties under this Agreement.

4. **FURNISHING INFORMATION.** All information, data, and reports as are existing, available, and necessary for the carrying out of the work shall be furnished to the Contractor without charge by the City, and the City shall reasonably cooperate with the Contractor in connection with this Agreement.

5. **COPYRIGHTS.** The Contractor shall defend, indemnify and hold the City harmless from any and all claims or causes of action, including reasonable attorneys' fees and legal expenses, arising out of or based upon any alleged infringement of any copyright, or any alleged invasion or infringement of any right of any third party in connection with the Contractor's performance of work hereunder.

6. **REPORTS.** Reports to the City will be made as follows:

A. Annual Reports: The Contractor shall submit an administrative progress report to the City, on an annual basis, which describes the work performed during the fiscal year. This report shall be submitted within sixty (60) days of the termination of this contract. This report shall be a synopsis and evaluation of the activity undertaken.

B. Other Reports: The Contractor shall submit to the City such other reports as may be requested or are necessary to inform the City of issues which require City action.

7. **PERSONNEL.** The Contractor will secure such personnel as are authorized in its board-approved budget. Such personnel shall not be employees of or have any contractual relationship with the City except as employees of the Contractor. All of the services required hereunder will be performed by the Contractor or under its direct supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized under state and local law to perform such services.

8. **KEY PERSONNEL AND PROGRAM ORGANIZATION.** The Contractor will perform all of its services under this Agreement through a staff under the direction of its designated representative, who will be responsible for the management, scheduling, planning and coordination of the work, and for communications between the Contractor and the City, and for the overall fulfillment of all obligations of the Contractor under this Agreement.

9. **COMMENCEMENT OF WORK.** Services of the Contractor shall commence on July 1, 2020 and shall be completed in a timely manner.

10. **PAYMENT**. Payments from the City to the Contractor for services under this Agreement will be made monthly by the City by check solely from City collection fees on hotel/motel gross receipts tax collections under Article V, Chapter 70 of the Springfield City Code received by the City with Contractor's share thereof to be as follows: One-Half of the City's collection fees on the Two and One-Half Cent (2.5 cents) hotel/motel gross receipts tax increase passed by voters in 1998 and One-Twelfth of the City's collection fees on the One Half-Cent (.5 cents) hotel/motel gross receipts tax increase passed by voters in 2004, said collection fees as set forth in Section 70-287 of the Springfield City Code.

11. **TERMINATION.** If, through any cause, the Contractor shall fail to fulfill in timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement by giving written notice to the Contractor of such termination and specifying the effective day of such termination. The City may, without cause, terminate this Agreement upon ninety (90) days prior written notice. In either such event, the Contractor shall cease all work and all finished or unfinished documents, data, studies, surveys, and reports or other materials prepared by the Contractor for City, become the property of the City, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or other materials. Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any such breach of this Agreement by the Contractor.

12. **CITY - CONFLICT OF INTEREST.** 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 which is in violation of Section 19.16 of the Springfield City Charter. A violation of this provision renders the Agreement void. No applicable federal regulations or applicable provisions in RSMo. Section 105.450 et seq. shall be violated.

13. RIGHT OF AUDIT.

A. Contractor's Books and Records: The Contractor shall keep accurate reports and other records showing in full detail the costs for which the Contractor claims reimbursement. The City may examine, at its own expense, at any time during regular business hours, such time and expense reports and other records at the Contractor's office, and the Contractor agrees that it will produce such records whenever reasonably required by the City. Any expense incurred by the Contractor to prepare the records for audit will be at the expense of the Contractor. If such examination should disclose that the City has paid the Contractor for labor hours which have not in fact been worked, for services not in fact rendered, or for other costs not expended in accordance with this Agreement, the Contractor shall refund to the City an amount equal to any such excesses, plus accrued interest at the rate of 10% (ten percent) per annum.

B. Subcontractor's Books and Records: The Contractor agrees to include the substance of this section in all subcontracts to

be performed on a cost reimbursable, hourly rate, or similar basis, giving the City the right to audit, at its own expense, the books and records pertaining to any such subcontract.

14. **DISCRIMINATION.** The Contractor agrees in the performance of this contract not to discriminate on the ground or because of race, creed, color, national origin or ancestry, sex, religion, handicap, age, status as a protected veteran or status as a qualified individual with a disability, or political opinion or affiliation, against any employee of Contractor or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder. The parties hereby incorporate the requirements of 41 C.F.R. §§ 60-1.4(a)(7), 29 C.F.R. Part 471, Appendix A to Subpart A, 41 C.F.R. § 60-300.S(a) and 41 C.F.R. § 60-741.S(a), if applicable.

A. This contractor and subcontractor shall abide by the requirements of 41 C.F.R. § 60-300.S(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 41C.F.R. § 60-741.S(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.

15. **INDEPENDENT CONTRACTOR.** The Contractor is an independent contractor with respect to all services performed hereunder, and nothing contained herein shall constitute or designate the Contractor or any of its agents or employees as agents or employees of the City of Springfield, Missouri.

The Contractor and its agents, employees, and subcontractors shall not be entitled to any of the benefits established for the employees of the City nor be covered by the Workers' Compensation Program for the City.

16. **INDEMNIFICATION AND LIABILITY.** The parties mutually agree to the following:

A. In no event shall the City be liable to the Contractor for special, indirect, or consequential damages, whether or not caused by or resulting from City's negligence, arising out of or in any way connected with a breach of this Agreement. No claim or claims of any kind, either separately or in the aggregate, by the Contractor against the City, and in any way arising out of or in any way connected with this Agreement, whether based on negligence, breach of contract or otherwise, shall be greater in amount than the total reimbursement under Paragraph 10 hereof.

B. The Contractor shall defend, indemnify, and hold the City harmless from and against any and all claims, losses, and causes of action arising out of any claims or causes of action, including but not limited to personal injuries, death, or damage to property which are incurred by the Contractor, or any third party arising out of or in any way connected with this Agreement.

C. The Contractor assumes full responsibility for relations with subcontractors, and shall defend, indemnify and save harmless the City from and against, any and all liability, suits, claims, damages, costs (including attorneys' fees), losses, outlays, and expenses in any manner caused by, arising out of or connected with this contract, notwithstanding any possible negligence (whether sole, concurrent or otherwise) on the part of the City, its agents or employees.

17. **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.

18. **APPLICABLE LAWS.** The Contractor agrees to comply with all laws of the United States of America, the State of Missouri, and the City of Springfield which are applicable to work being performed by the Contractor under this Agreement.

19. **JURISDICTION.** The parties mutually agree that jurisdiction and venue for the purposes of any action resulting from this Agreement by the parties shall be in Greene County, Missouri.

20. **NOTICES.** All notices required or permitted hereunder and required to be in writing may be given by first class mail addressed to the City at 840 Boonville, Springfield, Missouri 65802, and the Contractor at 815 E. St. Louis, Street, Suite 100, Springfield, Missouri 65806-4048. The date of delivery of any notice shall be the date falling on the second full day after the day of its mailing.

21. **ENTIRE AGREEMENT.** This agreement, including any attachments or exhibits, 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. In the event that the terms of this agreement conflict with the terms of any of the

attachments or exhibits, then the terms of this agreement shall control over the terms contained in the attachments or exhibits.

22. **CONTINGENCIES.** This Agreement is contingent upon the Contractor maintaining its not-for-profit corporation status and maintaining a board of directors and status as follows:

A. A not-for-profit corporation as defined by the Internal Revenue Code in Section 501 (c) (6).

B. The Board of Directors shall include ten (10) perpetual members, one of each of whom shall be selected by the following organizations: City of Springfield, Missouri; Springfield/Greene County Park Board; Springfield Convention and Visitors Bureau; Springfield Area Chamber of Commerce; Springfield R-12 School District; Missouri State University; Drury University; The Greene County Agricultural and Mechanical Society of Springfield, Missouri (Ozark Empire Fair); City Utilities; and Evangel University. The at-large members of the Board will be elected by a simple majority of the perpetual members. At large directors may be elected for successive terms. Perpetual members shall serve until their resignation or replacement by their sponsoring organization. All officers shall be elected by majority vote for one (1) year terms.

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

CERTIFICATE OF DIRECTOR OF FINANCE

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

_____
Director of Finance or Acting Director

APPROVED AS TO FORM

_____
City Attorney or designee

GREATER SPRINGFIELD AREA SPORTS COMMISION, INC.

By:_____

Name & Title:_____

Attest:

_____
Secretary or designee

CITY OF SPRINGFIELD, MISSOURI

By:_____
City Manager or designee

Exhibit 1

Scope of Services
Greater Springfield Area Sports Commission, Inc.

The Greater Springfield Area Sports Commission, Inc. is managed by the Springfield Convention & Visitors Bureau, Inc. and works with the Bureau to increase economic activity in the City of Springfield by attracting national and regional sporting events. Specific objectives and action plans for the Bureau and Sports Commission to attract national and regional sporting events can be found in the Bureau's 2020-2021 Marketing Plan.

General services to be performed by the Greater Springfield Area Sports Commission, Inc. shall include:

- Marketing the Springfield area to national and regional sporting event planners as a host city for such events.
- Working with sporting event planners to secure local venues for their events.
- Negotiating sleeping room rates and room blocks for event planners.
- Acting as a clearing house for scheduling of sporting events.
- Assisting local organizations by acting as sponsor for new and existing sporting events.
- Assisting local groups in the recruitment and organization of volunteers to staff national and regional sporting events.
- Hosting an annual awards banquet recognizing area high school athletes and teams.

One-rdg._____
P. Hrngs. _____
Pgs. 44
Filed: 06-09-20

Sponsored by: Ollis

First Reading: _____ Second Reading: _____

COUNCIL BILL 2020- 137 SPECIAL ORDINANCE _____

AN ORDINANCE

AUTHORIZING the City Manager, or his designee, to enter into an agreement with the Springfield Convention and Visitors Bureau, Inc., in the amount of $2,065,730, for the purpose of promoting travel and tourism within the City of Springfield.

_____

WHEREAS, the Springfield Convention and Visitors Bureau, Inc., ("SCVB") contracts annually with the City to promote economic growth by generating incremental overnight travel; and

WHEREAS, SCVB receives half of the five percent hotel/motel gross receipts tax, said tax being authorized by Article V of Chapter 70 of the Springfield City Code, less a six percent collection fee retained by the City; and

WHEREAS, SCVB's total Fiscal Year 2020-2021 budget is $3,168,488, of which $2,065,730 is budgeted to come from the hotel/motel gross receipts tax; and

WHEREAS, these funds are dispersed to SCVB in exchange for their marketing of the City as a desirable destination for travel and tourism.

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

Section 1 – The City Manager, or his designee, on behalf of the City of Springfield, Missouri, is hereby authorized to enter into an agreement with the Springfield Convention and Visitors Bureau, Inc., said agreement to be substantially in the same form and content as that document attached hereto and incorporated herein by this reference as "Exhibit A", and approved as to form by the City Attorney, or her designee.

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

Passed at meeting: _____

_____
Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: _____, Assistant City Attorney

Approved for Council action: _____, City Manager

EXPLANATION TO COUNCIL BILL 2020-137

FILED 06-09-20

ORIGINATING DEPARTMENT: Finance

PURPOSE: Authorizing the City Manager, or his designee, to enter into an agreement with the Springfield Convention and Visitors Bureau, Inc., in the amount of $3,168,488 for the purpose of promoting travel and tourism within the City of Springfield.

BACKGROUND INFORMATION: The Springfield Convention & Visitors Bureau, Inc., ("SCVB") contracts annually with the City to generate economic impact within the City by promoting attractions and increasing overnight travel. Attachments to this Ordinance include the Marketing Plan ("Exhibit B") and SCVB's Proposed Budget ("Exhibit C") for Fiscal Year 2020-2021.

SCVB will receive half of the five percent hotel/motel gross receipts tax authorized by Article V of Chapter 70 of the Springfield City Code, less a six percent collection fee retained by the City, in exchange for marketing the City as a destination for travel and tourism as outlined in SCVB's Marketing Plan.

SCVB's total Fiscal Year 2020-2021 budget is $3,168,488, of which $2,065,730 is budgeted to come from the hotel/motel gross receipts tax; $150,750, from the Division of Tourism through a Cooperative Marketing Program; and $555,090, from the private sector, primarily for advertising partnerships and advertising purchases; and $396,918 from the bureau's fund balance.

REMARKS: The Bureau's 15-member board includes a Deputy City Manager and nine individuals appointed by the Mayor and confirmed by City Council. The Board has approved both the Fiscal Year 2020-2021 Budget and Marketing Plan.

No significant revisions have been made in this year's contract which is similar to the current agreement.

Submitted by:

Buffee Smith, Contract Administrator

Recommended by:

David Holtmann, Director of Finance

Approved by:

Jason Gage, City Manager

Exhibit A

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 July 1, 2020	TERMINATION DATE June 30, 2021	CONTRACT NUMBER:	
(X) NEW CONTRACT			

CITY	CONTRACTOR
City of Springfield **840 N. Boonville Ave, P.O. Box 8368** **Springfield, MO 65802** **Phone: (417) 864-1625** **Attn: David Holtmann, Director of Finance**	**Springfield Convention & Visitors Bureau, Inc.** **815 E. St. Louis Street, Suite 100** **Springfield, MO 65806** **Phone: (417) 881-5300** **Attn: Tracy Kimberlin**

AGREEMENT

THIS AGREEMENT made and entered into this_____day of_____, 2020, by and between the City of Springfield, Missouri, a constitutionally chartered municipal corporation of the State of Missouri, hereinafter referred to as the "City," and the Springfield Convention & Visitors Bureau, Inc., a not-for-profit Missouri corporation, hereinafter referred to as the "Contractor."

WITNESSETH:

WHEREAS, the Contractor desires to promote tourism and conventions in the City in accordance with the Contractor's marketing plan for 2020-2021 and budget recommendations at a cost not to exceed the amount generated and collected by the license fee and gross receipts tax authorized by Article V of Chapter 70 of the Springfield City Code, and any additional amounts deposited with the City by the Contractor in addition to said gross receipts tax, for the corresponding period of the term of this Agreement, and

WHEREAS, the City desires to retain the services of the Contractor to promote tourism and conventions in the City.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. TERM. The term of this Agreement shall be from July 1, 2020, to June 30, 2021, subject to any changes to which both parties may subsequently assent in writing.

2. **SCOPE OF SERVICES**. The City will engage the services of the Contractor to establish and perform services which are more particularly described in the Contractor's proposal, attached hereto as ***Exhibit 1*** and incorporated herein by reference. The City authorizes the Contractor, and the Contractor agrees to proceed with the development of programs for those activities listed in ***Exhibit 1.***

3. AGREEMENT ADMINISTRATION. The City designates the City Manager (or his designated alternate) as its representative to whom all communications related to the scope of work, cost, schedule, and personnel matters shall be directed by the Contractor.

The Contractor designates the President of Contractor (or his designated alternate) as its representative concerning all work performed under this Agreement.

The aforementioned representatives of both the City and Contractor shall have primary responsibility and authority on behalf of each respective party to administer this Agreement and to agree upon procedures for coordinating the efforts of both parties under this Agreement.

4. FURNISHING INFORMATION. All information, data, and reports as are existing, available, and necessary for the carrying out of the work shall be furnished to the Contractor without charge by the City, and the City shall reasonably cooperate with the Contractor in connection with this Agreement.

5. COPYRIGHTS. The Contractor shall defend, indemnify and hold the City harmless from any and all claims or causes of action, including reasonable attorneys' fees and legal expenses, arising out of or based upon any alleged infringement of any copyright, or any alleged invasion or infringement of any right of any third party in connection with the Contractor's performance of work hereunder.

6. REPORTS. Reports to the City will be made as follows:

A. Quarterly Reports: The Contractor shall submit an administrative progress report to the City, on a quarterly basis, which describes the work performed during the quarter. This report shall be submitted no later than sixty (60) days following the end of each quarter. This report shall be a synopsis and evaluation of the activity undertaken.

B. Other Reports: The Contractor shall submit to the City such other reports as may be requested or are necessary to inform the City of issues which require City action.

7. PERSONNEL. The Contractor will secure such personnel as are authorized in its City Council-approved budget. Such personnel shall not be employees of or have any contractual relationship with the City except as employees of the Contractor. All of the services required hereunder will be performed by the Contractor or under its direct supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized under state and local law to perform such services.

8. KEY PERSONNEL AND PROGRAM ORGANIZATION. The Contractor will perform all of its services under this Agreement through a staff under the direction of its designated representative, who will be responsible for the management, scheduling, planning and coordination of the work, and for communications between the Contractor and the City, and for the overall fulfillment of all obligations of the Contractor under this Agreement.

9. COMMENCEMENT OF WORK. Services of the Contractor shall commence on July 1, 2020; and shall be completed in a timely manner.

10. PAYMENT. Payments from the City to the Contractor for services under this Agreement will be made as follows:

A. Invoices for expenditures under the approved budget will be paid through the City's weekly accounts payable system. Accounts payable transaction forms received per the City's processing schedule will be processed, and checks will be written to the appropriate vendors by the City of Springfield's Finance Department.

B. 1) A payroll bank account will be maintained containing approximately $55,000 for the purpose of writing net payroll checks to employees and reimbursing the Contractor for the payment of employees' deduction items (employee taxes, insurance, and additional benefits). The fund will be replenished as necessary, on a weekly basis through the City's accounts payable.

C. 2) An additional bank account will be separately maintained to allow for payment of expenses on short notice. The account limit will not exceed $10,000 at any time and the necessary account limit will be set monthly in advance by Finance and the Contractor. The fund will be replenished on a weekly basis through City accounts payable.

D. Each accounts payable form must be coded and signed by the Contractor's designated representative verifying that the services covered are for work actually performed or services rendered by third parties to the Contractor for matters covered under this Agreement. The City will compensate the Contractor only for actual costs incurred in the performance of this Agreement, the fixed costs and the special projects amounts as stipulated in the City Council's approved budget ***(Exhibit 2).***

E. It is expressly understood that in no event will the total reimbursement under the terms of this Agreement exceed the amount generated and collected by the gross receipts tax authorized by Article V of Chapter 70 of the Springfield City Code for the corresponding period of the term of this Agreement, and any additional amounts deposited with the City by the Contractor in addition to said gross receipts tax, unless an increase is specifically and mutually agreed to in writing by both parties.

F. Notwithstanding any other provision of this Agreement, in no event shall the City be required to make payments in excess of the funds derived from the gross receipts tax received by the City, and appropriated by the City Council. Nor shall the City be required to make any payment, so long as the revenues derived from the gross receipts tax do not equal or exceed the payment currently due plus any previous payments, except for return of any additional amounts deposited with the City by the Contractor in addition to said gross receipts tax.

G. The City shall allow expenditures by the Contractor for those numbered items and in those amounts specified on the Proposed Budget attached hereto as ***Exhibit 2.*** Revisions to this budget shall be handled as follows: (1) Budget changes within budget categories may be authorized by the Contractor's designated representative; (2) Budget changes between budget categories require

the written approval of the City Manager; (3) Budget changes that would increase the total budget must be authorized by the City Council.

11. TERMINATION. If, through any cause, the Contractor shall fail to fulfill in timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement by giving written notice to the Contractor of such termination and specifying the effective day of such termination. The City may, without cause, terminate this Agreement upon ninety (90) days prior written notice. In either such event, the Contractor and its subcontractors shall cease all work on the project and all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by the Contractor or City, become the property of the City, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on the project or on such documents or other materials. Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any such breach of this Agreement by the Contractor. Contractor shall insert similar cancellation provisions in all of its contracts except for lease of space.

12. CITY - CONFLICT OF INTEREST. 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 which is in violation of Section 19.16 of the Springfield City Charter. A violation of this provision renders the Agreement void. Any federal regulations, and applicable provisions in RSMo. Section 105.450 et seq. shall not be violated.

13. RIGHT OF AUDIT

A. Contractor's Books and Records: The Contractor shall keep accurate reports and other records showing in full detail the costs for which the Contractor claims reimbursement. The City may examine, at its own expense, at any time during regular business hours, such time and expense reports and other records at the Contractor's office, and the Contractor agrees that it will produce such records whenever reasonably required by the City. Any expense incurred by the Contractor to prepare the records for audit will be at the expense of the Contractor. If such examination should disclose that the City has paid the Contractor for labor hours which have not in fact been worked, for services not in fact rendered, or for other costs not expended in accordance with this Agreement, the Contractor shall refund to the City an amount equal to any such excesses, plus accrued interest at the rate of 10% (ten percent) per annum.

B. Subcontractor's Books and Records: The Contractor agrees to include the substance of this section in all subcontracts to be performed on a cost reimbursable, hourly rate, or similar basis, giving the City the right to audit, at its own expense, the books and records pertaining to any such subcontract.

14. DISCRIMINATION. The Contractor agrees in the performance of this contract not to discriminate on the ground or because of race, creed, color, national origin or ancestry, sex, religion, handicap, age, status as a protected veteran or status as a qualified individual with a disability, or political opinion or affiliation, against any employee of Contractor or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder. The parties hereby incorporate the requirements of 41 C.F.R. §§ 60-1.4(a)(7), 29 C.F.R. Part 471, Appendix A to Subpart A, 41 C.F.R. § 60-300.5(a) and 41 C.F.R. § 60-741.S(a), if applicable.

A. **This contractor and subcontractor shall abide by the requirements of 41 C.F.R. § 60-300.S(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.S(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.**

15. INDEPENDENT CONTRACTOR. The Contractor is an independent contractor with respect to all services performed hereunder, and nothing contained herein shall constitute or designate the Contractor or any of its agents or employees as agents or employees of the City of Springfield, Missouri.

The Contractor and its agents, employees, and subcontractors shall not be entitled to any of the benefits established for the employees of the City nor be covered by the Workers' Compensation Program for the City.

16. INDEMNIFICATION AND LIABILITY. The parties mutually agree to the following:

A. In no event shall the City be liable to the Contractor for special, indirect, or consequential damages, whether or not caused by or resulting from City's negligence, arising out of or in any way connected with a breach of this Agreement. No claim or

claims of any kind, either separately or in the aggregate, by the Contractor against the City, and in any way arising out of or in any way connected with this Agreement, whether based on negligence, breach of contract or otherwise shall be greater in amount than the weekly payroll reimbursement amount described in Paragraph 10 hereof.

B. The Contractor shall defend, indemnify, and hold the City harmless from and against any and all claims, losses, and causes of action arising out of any claims or causes of action, including but not limited to personal injuries, death, or damage to property which are incurred by the Contractor, or any third party arising out of or in any way connected with this Agreement.

C. The Contractor assumes full responsibility for relations with subcontractors, and shall defend, indemnify and save harmless the City from and against, any and all liability, suits, claims, damages, costs (including attorneys' fees), losses, outlays, and expenses in any manner caused by, arising out of or connected with this contract, notwithstanding any possible negligence (whether sole, concurrent or otherwise) on the part of the City, its agents or employees.

17. 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.

18. APPLICABLE LAWS. The Contractor agrees to comply with all laws of the United States of America, the State of Missouri, and the City of Springfield which are applicable to work being performed by the Contractor under this Agreement.

19. JURISDICTION. The parties mutually agree that jurisdiction and venue for the purposes of any action resulting from this Agreement by the parties shall be in Greene County, Missouri.

20. NOTICES. All notices required or permitted hereunder and required to be in writing may be given by first class mail addressed to the City at 840 Boonville, Springfield, Missouri 65802, and the Contractor at the Springfield Convention & Visitors Bureau, 815 East St. Louis, Suite 100, Springfield, Missouri 65806. The date of delivery of any notice shall be the date falling on the second full day after the day of its mailing.

21. ENTIRE AGREEMENT. This agreement, including any attachments or exhibits, 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. In the event that the terms of this agreement conflict with the terms of any of the attachments or exhibits, then the terms of this agreement shall control over the terms contained in the attachments or exhibits.

22. 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.

23. CONTINGENCIES. This Agreement is contingent upon the Contractor maintaining a not-for-profit corporation as follows:

A. A not-for-profit corporation as defined by the Internal Revenue Code in Section 501 (c) (6).

B. There shall be thirteen voting members of the Board of Directors. Residency within the City of Springfield shall not be required, although residency within Greene, Christian or Webster Counties is required. The ex-officio members of the Board of Directors shall be the Chairman, or his/her designee, and the Chairman Elect, or his/her designee, of the Springfield Area Chamber of Commerce, an appointee by the City Manager, and the immediate past president of the corporation. If someone other than the Chairman or Chairman Elect of the Springfield Area Chamber of Commerce is designated to serve on the Board of Directors of the Springfield Convention & Visitors Bureau, the designee must be a current member of the Chamber of Commerce Board of Directors. The President of the Chamber of Commerce and the President of the Springfield Hotel-Motel Association shall serve on the Board of the Springfield Convention & Visitors Bureau as ex-officio members, without vote. The composition of the Board of Directors shall consist of four ex-officio voting members, two ex-officio non-voting members, as set forth above, and nine voting members appointed by the Mayor of the City and confirmed by the City Council as set forth in the Bylaws of the Convention & Visitors Bureau. The City shall forward to the Contractor nominees for vacancies on the Board of Directors, which nominees shall be made by the Mayor of the City and confirmed by the City Council. Nominees from the City will be made in such a manner as to include at least three representatives from the hospitality industry on the Board of Directors at all times. In consideration of the mutual covenants set forth herein, the Contractor agrees to accept such nominees to its Board of Directors.

C. Contractor agrees, if permitted by law, to insert in its bylaws a provision to not compete with the Chamber of Commerce by providing that the Contractor will not compete with the Chamber in advertising sales for support of publications by restricting its advertising sales for support of publications relating to the tour and travel industry. Contractor hereby covenants with the City that it will not engage in prohibited practices, as described above.

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

CERTIFICATE OF DIRECTOR OF FINANCE

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

_____
Director of Finance or Acting Director

APPROVED AS TO FORM

_____
City Attorney or designee

SPRINGFIELD CONVENTION & VISITORS BUREAU, INC.

By:_____

Name & Title:_____

Attest:

_____
Secretary or designee

CITY OF SPRINGFIELD, MISSOURI

By:_____
City Manager or designee

Exhibit B

2020/2021 Marketing Plan

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About the Convention & Visitors Bureau

The Bureau Is…

- A non-profit 501 (c) 6 organization
- Committed to promoting and elevating Springfield's status for conventions, meetings, tour groups, sporting events and leisure travel
- Directed by a volunteer board comprised of 14 civic and business leaders
- Supported by a full-time staff of 17, part-time staff of three and nearly 25 volunteers

History

The Springfield Convention & Visitors Bureau was formed in 1979 as the hospitality arm of the Chamber of Commerce. The Bureau was incorporated independently as a not-for-profit corporation under the laws of the State of Missouri in 1989. The CVB is a marketing and service organization that contracts annually with the City of Springfield to promote economic development through travel and tourism.

Mission Statement

The Springfield Convention & Visitors Bureau is dedicated to improving the economic vitality and livability of our community by encouraging the development and growth of the region's visitor and hospitality industry through marketing and advocacy.

Vision Statement

Springfield will be a universally recognized destination, welcoming people to visit, explore, and experience the quality of life we enjoy every day.

Brand Promise

As the heart and soul of the Ozarks, our true nature is to help people celebrate friends, family, and all of life's simple pleasures.

Core Values

The CVB promotes being collaborative, visionary, loyal, and inclusive in all we do. We uphold integrity as we operate with a sense of trust and accountability.

CVB Contact Information

www.SpringfieldMO.org
(800) 678-8767; (417) 881-5300
(417) 881-2231 – fax

Route 66 Springfield Visitor Center - 815 E. St. Louis Street Springfield, Missouri 65806
Airport Information Center - Springfield-Branson National Airport, Springfield, Missouri

CVB Staff Members

Administration
Tracy Kimberlin, CDME, President/CEO
Tonia Castaneda, Director of Finance/Human Resources
Pamela Girardot, Administrative Marketing Assistant
Shelly Grauberger, Visitor Services Manager
Jennifer Holt, Executive Assistant
Ronn Crandall, Visitor Center Associate
Barbara Bartels, Visitor Center Associate

Marketing
Sean Dixon, Director of Marketing
Steve Ross, Assistant Director of Marketing
Susan Wade, Public Relations Manager
Madison Russell, Content Coordinator
Jane Rips, Partner Development Manager

Group Sales
Dana Maugans, CDME, Director of Sales
Melissa Evans, CHSE, Sales Manager
Lisa Perez, CMP, Sales Manager
Lance Kettering, CSEE, Sports Sales Manager & Executive Director, Springfield Sports Commission
Carrie Chavez, Event Services Manager
Lori Casey, CTIS, Sales and Group Tour Coordinator
Katie Johnson, Assistant Director/Membership Development, Springfield Sports Commission

CVB Board of Directors

Executive Committee
Amy Austin, Chair - SVN/Rankin Company
Dan Reiter, Vice-Chair - Springfield Cardinals
Stephanie Hein, Past Chair - Missouri State University
Joe Wadkins, Treasurer - DoubleTree by Hilton Springfield
Martina Sally, Assistant Treasurer - MSRG Real Estate Group

Board Members
Logan Aguire - 417 Magazine
Bob Belote - Springfield-Greene County Park Board
Todd Brage - Marketing Consultant
Bob Dixon - Greene County Commission
Laura Head Elliott - Bass Pro Hospitality
Bill Hobbs - Elliott Lodging
Matt Morrow - Springfield Area Chamber of Commerce
Zackary Oxley - Hotel Vandivort
Brent Parker - Atrium Hospitality
Collin Quigley - City of Springfield

Executive Summary

The objectives and action plans that follow illustrate planned marketing activities for the 2020/2021 fiscal year. This is by no means a complete list of CVB activities and does not address administrative or many day-to-day responsibilities of CVB staff.

Although not included in this document, various marketing plan statistics and other information used to help determine marketing efforts are updated continuously and are available upon request.

New and/or major projects included or planned for the 2020/2021 fiscal year are listed below.

- The staff will work closely with industry partners to develop significant marketing programs for group business and leisure travel to stimulate room demand as much as possible following the coronavirus pandemic.

- Eligibility for stimulus programs through the CARES Act will be determined and if eligible, the CVB board will determine whether to apply.

- Depending on whether the CVB is eligible for and receives funds through the CARES Act, the board will investigate a low-interest loan to finance marketing efforts for group business and leisure travel.

- Staff will continue pursuing advertising sales and sponsorships to increase private revenue to fund marketing programs. Advertising opportunities will include print publications, website, and displays at the Route 66 Springfield Visitor Center, Springfield Expo Center, and other area attractions.

- Advertising efforts will again encourage partnerships with the local travel industry and the Missouri Division of Tourism to leverage the CVB's advertising dollars. Because of recent decreases in the Missouri Division of Tourism Cooperative Marketing Program budget, the amount available to the Springfield CVB is now at $330,000.

- As funding opportunities become available, the CVB will partner with the airport to conduct marketing campaigns in cities where the Springfield-Branson National Airport has non-stop flights.

- The CVB will continue to invest financial and staff resources into the production of branded marketing campaigns for the leisure, convention, and sports markets in partnership with advertising agencies Madden Media and Osborn Barr. In addition, an internal brand audit will be conducted to ensure brand standards are met across the CVB's marketing mix.

- Continued efforts will be made to include more diversity in CVB marketing materials and within the staff and board. This includes recruiting diverse applicants, hiring more diverse models for photo/video shoots, and conducting ongoing staff sensitivity and diversity training.

- Consumer advertising partnerships with Bass Pro Shops® Outdoor World®, Wonders of Wildlife, Springfield Cardinals and the Missouri Division of Tourism will be continued and expanded.

- With the anticipated expansion of the Bass Pro Shops “Grandaddy” complex, staff will work with Bass Pro Shops, Wonders of Wildlife and other hospitality representatives to develop a series of public relations, marketing and promotional opportunities to target interest in the facility from media, tour operators, meeting planners and leisure visitors. Additionally, the sales department will solicit outdoor writer groups and invite other meeting planners on familiarization tours in conjunction with the opening of new facilities.

- The use of online advertising, streaming video content, social networking sites (Twitter, Facebook, Instagram, LinkedIn, etc.) and other websites, such as TripAdvisor, will be utilized to enhance the CVB’s online presence and increase awareness of Springfield as a travel destination.

- Local, regional, and national public relations will continue as a high priority to supplement the CVB’s advertising efforts. Deskside visits with regional and national media outlets will become a priority. These efforts will be supplemented with FAM tours with travel writers, bloggers, and other media as needed.

- Other public relations efforts will include conducting press conferences to announce the booking of major conventions and events and using CISION software to the fullest extent by providing press release distribution, maintaining media contacts, and monitoring clippings.

- The CVB will build on the local popularity of the recent branding efforts through the use of logos and other creative assets on apparel and other items internally and in partnership with third-party outlets.

- CVB staff will inform the local legislative delegation of tourism issues and work with them, the Missouri Association of Convention & Visitor Bureaus and the Missouri Travel Alliance to increase the budget of the Missouri Division of Tourism, protect funding for the Cooperative Marketing Program and lobby for other travel and tourism initiatives.

- Tourism attractions and businesses in Greene, Christian, and Polk counties will continue to be included in CVB marketing efforts and fulfillment materials as required by the Cooperative Marketing Program countywide designation.

- The CVB’s Annual Salute to Travel & Tourism Awards Banquet will be continued in 2021 with a focus on the travel industry and CVB marketing efforts.

- Market research efforts have increased over the past several years and will continue to guide the CVB’s marketing efforts. Most research is conducted online by obtaining email addresses of visitors or through focus groups. An annual Advertising Effectiveness Study will be completed.

- The CVB will subscribe to the STR Reports from Smith Travel Research and AirDNA reports to assess overnight travel performance in Springfield.

- Other convention sales efforts include providing financial incentives for major groups to influence their decisions to convene in Springfield, continuing an incentive plan for new convention and sports bookings, increasing trade journal advertising to promote Springfield, subscribing to

online meeting and sporting event planner databases and attending and sponsoring meeting and convention industry trade shows.

- The CVB will work with hotel partners to develop and execute another local convention cooperative marketing campaign targeting meeting planners.

- Continued emphasis will be placed on attracting amateur sporting events to the city. The CVB will manage and work closely with the Greater Springfield Area Sports Commission to attract events to Springfield and develop “owned” events to attract out-of-town teams. The CVB’s sports sales manager also serves as executive director for the Sports Commission.

- The CVB and Sports Commission will partner with the Springfield-Greene County Park Board to make recommendations for a new tournament-grade sports facility, which may include converting the Expo Center into a multi-purpose, indoor sports facility.

- The CVB will continue to advocate for the development of a convention complex. The preferred location is on the lot adjacent to the Expo Center and Jordan Valley Car Park, but other locations are being considered, including the Bass Pro complex.

- If efforts to pass state enabling legislation that would allow Springfield to ask voters to increase the hotel tax from 5.0 percent to up to 7.5 percent are not successful in FY20, efforts will continue in FY21.

- Staff will continue the implementation process for the strategic plan through workgroups made up of staff and board participants and will update the plan in June, 2021.

- Staff will work with city staff and City Council to change the definition of who must collect the hotel tax in order to require short-term rentals to collect and pay the existing sales and hotel taxes.

- The CVB will work in partnership with the board of directors to develop a system for managing advocacy-related issues such as major local news stories or local issues that could help or damage CVB efforts to increase overnight travel.

- The CVB will continue to operate a visitor information kiosk at the Springfield-Branson National Airport and the Route 66 Springfield Visitor Center in the Jordan Valley Car Park. The center will continue to be themed “Route 66” and will be updated to include interactive displays and other improvements.

- The CVB will maintain accreditation through Destinations International’s Accreditation Program. In addition, all staff will be encouraged or even required to obtain certification in their field of expertise.

- The CVB will continue to invest in technology by continuing to use the Simpleview CRM and encouraging the use of the extranet by CVB partners. The CVB’s website will also be converted to the Simpleview CMS platform.

- Other marketing programs and projects may also be developed during the course of the year as opportunities arise. These programs and projects will be addressed in Quarterly Reports.

Marketing

Branding

In FY15, the CVB conducted a comprehensive branding effort. The purpose of that effort was to craft a compelling new identity for the city of Springfield that establishes a distinctive and relevant brand personality, articulates a compelling and sustainable value proposition for visitors, and serves as a powerful filter for all investment, operational and marketing decisions for the CVB for years to come.

As a result of the branding development process, a positioning statement was created to act as a differentiator between Springfield and other travel destinations.

Positioning Statement:

For those who embrace the virtues of a life well-lived, Springfield, Missouri is the pulse of the Ozarks; a thriving, regional hub for commerce and culture that celebrates hard work, freedom, and homegrown values.

Brand Architecture:

Brand Essence	Brand Values	Brand Promise	Brand Experience	Brand Voice
Life's Simple Pleasures	Genuine	As the heart and soul of the Ozarks, our true nature is to help people celebrate friends, family, and all of Life's Simple Pleasures.	Pulse of the Ozarks	Honest
	Hardworking		Gateway to the Great Outdoors	Thoughtful
	Traditional		Classic Americana	Casual
	Family-Friendly		Homegrown Innovation	Warm
	Natural			Virtuous

The logo that was developed in 2015 and released in 2016 will continue to be used in all CVB marketing efforts. All marketing pieces, including all advertisements, have been transitioned to the new brand messaging, logo, and color palette.

Public Relations

Objective A:

Generate at least 225 regional, national and international media placements featuring Springfield as a travel destination with an ad value equivalency of at least $400,000 and 40,000,000 impressions.

- Maintain an online media center that includes information for local, regional, and national media.
- Organize and expand the photo and video library for use on the website, by journalists, and in collateral materials.
- Maintain a press pass to allow free access and discounts to local attractions and events to be given to media for press visits and familiarization tours.
- Distribute news releases and calendar of events and pitch stories to keep media informed of developments and events in the area.
- Host site visits for at least 15 qualified journalists to generate articles and awareness of the Springfield area as a travel and convention destination.
- Conduct travel writer familiarization tours with organizations such as Association of Great Lakes Outdoor Writers, North American Travel Writers Association, etc.
- Increase the Missouri Division of Tourism and its advertising/public relations agency's knowledge of the Springfield area by hosting a familiarization tour for key staff. CVB staff will also be encouraged to become more involved with the division by serving on committees, engaging their peers on the division staff, and participating in division functions.
- Partner with the Branson Convention & Visitors Bureau to identify opportunities to collaborate, including story pitches, hosting a familiarization tour for travel media, etc.
- Participate in appropriate travel journalist associations and attend conferences to establish relationships with journalists with the intent of generating regional and national articles about Springfield.

Objective B:

Work with the public relations staff at Bass Pro Shops and Wonders of Wildlife to develop a series of campaigns to generate interest in the facility from media.

- Identify media and related associations that would be interested in Springfield's outdoor destination assets and become members of the associations, as appropriate.
- Work with the convention sales department to identify outdoor and travel media conferences that could meet in Springfield and assist with the proposal by offering pre/post familiarization tours, story ideas, etc.
- Attend media trade shows to pitch stories about the complex.

Objective C:

Maintain a local advocacy plan to increase awareness of the CVB and its impact on the community.

- Host the Annual Salute to Travel & Tourism Awards Banquet with travel and tourism as the primary focus of the event. The event will highlight tourism statistics, key events booked/hosted, CVB major projects, etc.
- Produce and edit content for Issues & Info, a monthly newsletter-style blog distributed to local media, the travel industry, and other interested parties via email.
- Seek opportunities to speak to local media to promote awareness of the CVB and tourism in Springfield.
- Continue promoting a speakers' bureau and provide at least ten public speaking appearances by CVB staff.

- Increase efforts to inform the area travel industry, media, and state/local officials and their staffs, on the CVB's role in developing travel and tourism in Springfield and about planned marketing efforts.
- Meet with local public relations professionals to collaborate on local positive messaging strategies.
- Work closely with CVB sales staff to provide support and services for conventions and events by assisting with press releases, media lists, and other public relations needs.
- Conduct press conferences when select conventions and sporting events are booked or major advertising campaigns are initiated.
- Increase local promotion of the CVB and travel industry during National Travel & Tourism Week and Meetings Industry Day.
- Work with local colleges and universities to promote the CVB website, coupons, and Visitors Guide.
- Partner with third-party outlets to build on the local popularity of the recent branding efforts through the licensing of logos and other creative assets for use on apparel and other items internally and in a retail outlet.

Objective D:

Support travel industry efforts to increase the budget of the Missouri Division of Tourism in order to provide more promotion of Missouri and to protect the Cooperative Marketing Program.

- Maintain a legislative plan to educate new and existing legislators of the impact of tourism and other key industry issues and assist constituents in contacting legislators to inform them of pertinent issues.
- Increase communication with legislators while they are in Springfield.
- Monitor changes in the state legislature that could affect issues impacting tourism, including the Missouri Division of Tourism funding, and respond appropriately.
- Work with the Missouri Association of Convention & Visitor Bureaus, Missouri Travel Council and the Missouri Hotel Lodging Association to develop a strategy for increasing the FY21 budget.
- Arrange a meeting in early December and prior to the start of the legislative session with the area legislative delegation to communicate the legislative strategy.
- Communicate the strategy to the Salute to Missouri Legislators coalition and incorporate it into legislative priorities.
- Participate in the planning and execution of the Salute to Missouri Legislators.
- Participate in legislative activities offered by other organizations such as the Chamber's Legislative Breakfasts and Capitol Day for Tourism with Missouri Travel Alliance and strongly encourage board members and other constituents to attend.
- Conduct legislative visits in Jefferson City as appropriate to the legislative strategy and the current legislative climate.

Objective E:

Continue efforts to increase city and county government understanding of what the CVB is, what the CVB does, and why it is important.

- Conduct CVB orientations for new city council members, county commissioners, and appropriate city and county leadership.
- Develop a printed leave-behind piece explaining what the CVB does and why it is important.
- Conduct regular meetings with appropriate city and county staff on CVB activities and priorities.
- Encourage the use of CVB staff as an expert resource in all matters pertaining to the travel industry.

- Present an annual “State of the Industry” press event to inform the community about key priorities of the travel industry, recent successes, and how they can assist in the future development of tourism resources. This should happen during National Travel & Tourism Week.

Objective F:
Build awareness of the CVB mission and activities and advocate for tourism developments through increased involvement and membership in appropriate organizations and on local boards or committees.

- Continue to advocate for the development of a convention complex and an indoor sports facility.
- Continue participating in discussions regarding the reallocation of the hotel tax previously provided to Wonders of Wildlife.
- Attend meetings with the city, county, Chamber of Commerce, Minorities in Business, and other local organizations to seek partnership opportunities and advocate for tourism-related developments and policies.

Objective G:
Manage major local news stories or local issues that could help or damage CVB efforts to increase overnight travel.

- Work with the board of directors to determine how aggressive the CVB should be in managing major local news stories or local issues and the CVB position on each issue.
- Where appropriate, encourage the city, chamber, and county public information/public relations offices to assist.
- Measure negative publicity in terms of ad value and adjust paid advertising as needed.
- Review the Crisis Communications plan annually with staff.

Collateral Production/Advertising Sales

The Marketing Department is responsible for the production of all CVB collateral materials for the purpose of informing potential visitors about Springfield and creating revenue to be used to generate inquiries and visitors.

Objective A:
Produce collateral materials for the purposes of informing potential visitors about Springfield and generate at least $180,000 in revenue. Produce the following collateral pieces:

- 2021 Springfield Visitors Guide (80k - 96k quantity) by November 1, 2020, to promote the leisure travel market. The 2021 guide will continue to be designed as an 8.5” x 11” magazine-style book. The guide will include listing grids, display ads, editorial, and coupons for attractions, restaurants, retail, and lodging facilities. The guide will be distributed by mail to visitor inquiries, in local and state information centers, local businesses, and convention/event attendees.
- The bi-annual Springfield Event Guide in spring/summer and fall/winter editions. This publication features 12 pages of event listings and display advertisements. The majority of the guides will be mailed directly to consumers based on previous Visitors Guide inquiries. An additional 5,000 copies of each edition will be available for distribution at local businesses and tourist information centers.
- The 2021 Ozarks Tap & Pour Craft Beverage Tour promoting the region’s breweries, wineries, and distilleries. This program is available online.

Objective B:
Generate at least $60,000 in revenue through the CVB website and other advertising sales.

- Obtain advertising commitments for website enhanced listings, links, and banners.

- Obtain commitments for advertising displays in the Route 66 Springfield Visitor Center and partner attractions such as the Springfield Expo Center, Jordan Valley Ice Park, Ozark Empire Fairgrounds, and other locations as needed.
- Pursue new private funding sources and sponsorships with the goal of becoming less dependent on the lodging tax.

Objective C:
Produce promotional materials for the purposes of informing local residents, business owners, and government agencies about what the Springfield CVB is and does for the Springfield community. Produce the following promotional pieces in-house:

- Produce the "2020 Tourism by the Numbers" (400 quantity) by February 1, 2021. This piece is designed to highlight results from the previous year's marketing and sales efforts and is produced for distribution at the CVB's annual banquet in February 2021.
- Produce the 2021 Annual Banquet Invitations (750 quantity) by January 2021.
- Produce a "What Is the CVB?" (digital download) by June 30, 2021. This piece is designed to inform local residents, business owners, and government agencies about what the CVB does and its impact on the local economy.
- Develop a digital campaign to reach local constituents and keep them informed of advertising opportunities, groups coming to the city, and other pertinent information.

Objective D:
Conduct an annual internal Brand Audit to ensure brand standards are met across the CVB's marketing mix.

- Review all print, digital, and broadcast marketing materials to ensure logo usage, color palette, and font treatments are consistent.
- Review marketing content to ensure alignment with the organization's mission, vision, and standards of diversity and inclusion.
- Update the Brand Style Guide document as appropriate to meet changing demands for new promotional materials.

Regionalism & Partnership

Objective A:
Encourage attraction and destination marketing organization partnerships.

- Meet regularly with staff from the Branson/Lakes Area Convention & Visitors Bureau and other area chambers of commerce and convention and visitor bureaus to investigate research, marketing, and other partnership opportunities and implement as appropriate.
- Attend the Governor's Conference on Tourism and Missouri Association of Convention & Visitors Bureau's annual conference and other industry events, as appropriate, to network with and learn from industry peers.

Objective B:
Work with state and local destination marketing organizations to create a campaign promoting "The Ozarks" as a destination.

- Craft and create a branded campaign promoting tourism in the Ozarks, including destinations in southwest Missouri and northwest Arkansas.
- Work with key stakeholders to help fund and develop marketing initiatives using the branded campaign.

Market Research

Market Research is developed through ongoing programs, including zip code analysis generated from direct inquiries. The CVB also contracts with research firms to conduct specific market research projects. In addition, research conducted by the Missouri Division of Tourism and others is used in the development of the CVB's marketing strategy.

Objective A:
Continue to refine and improve all research efforts.

- Continue to contract with a market research consultant to review existing primary and secondary research and recommend additions and revisions.
- Conduct a Marketing & Media Effectiveness Study for the 2019/2020 advertising campaign.
- Conduct a HALO effect study exploring the effect of tourism marketing on economic development initiatives including business development, education, and retirement.
- Utilize travel research libraries available through Destinations International, Travel & Tourism Research Association, Missouri Division of Tourism, Missouri Association of CVBs, and others to supplement CVB research.
- Utilize the Event Impact Calculator from Destinations International to track and determine the estimated economic impact of groups meeting in Springfield.
- Partner with the Branson/Lakes Area Convention & Visitors Bureau, Springfield Area Chamber of Commerce, and other local partners on research projects, as appropriate.

Objective B:
Obtain the Springfield hotel market mix information from a representative sample of Springfield hotels on a monthly basis to help determine the primary reason for visiting Springfield.

- Identify at least a 40% sample of rooms (as representative and consistent as possible) who will track and report market mix statistics.
- Collect and report monthly and year-to-date statistics.

Objective C:
Obtain Springfield hotel performance statistics through subscription to appropriate Smith Travel Research STR Reports.

- Subscribe to appropriate reports showing daily, weekly, monthly, and year-to-date hotel demand, supply occupancy, ADR, RevPAR, and revenue.
- Maintain membership in the Missouri Hotel Lodging Association to obtain comparative statistics from other Missouri destinations.
- Obtain quarterly "pipeline" reports showing prospective new hotels.

Objective D:
Obtain appropriate AirDNA reports and assess the impact of short-term rentals on Springfield's travel industry.

- Subscribe to appropriate reports showing the number of local listings on short-term rental websites.
- Report statistics as appropriate.

Objective E:
Obtain website statistics for niche markets and advertising effectiveness utilizing Google Analytics.

- Place tracking codes on each CVB URL used to track specific campaigns.
- Measure total website traffic, time on site, bounce rates, geographic origin of traffic, and other website statistics.

- Using information gathered in the Marketing & Media Effectiveness Study, assign a potential visitor spend for each inquiry received through the website and digital marketing efforts.
- Generate monthly reports to guide the development of new marketing campaigns.

Objective F:
Conduct research in FY21 and every two years thereafter of CVB constituents to assess perceptions of the CVB, its current marketing efforts, and overall performance and utilize this information in conjunction with the CVB's Strategic Plan update.

- Based on information obtained in the update of the Strategic Plan, design the research instrument, and place it on the CVB's website.
- Email a link to the survey to all CVB constituents.
- Compile and evaluate survey results.
- Incorporate appropriate results and/or recommended action from the survey into the CVB's marketing efforts, operations, and Strategic Plan.

Objective G:
Continue to update and use the Simpleview Dashboard to create and distribute real-time reporting for the board, senior staff, stakeholders, and other constituents.

- Work with Simpleview to revise the Dashboard as appropriate.
- Monitor the accuracy of the dashboard monthly to ensure data is being pulled and reported correctly.
- Post links to the dashboards in board reports and quarterly reports.

Intercept Marketing

The Route 66 Springfield Visitor Center continues serving visitors to Springfield, many of which are specifically interested in Route 66 travel. In addition, the CVB continues operating the information kiosk at the Springfield-Branson National Airport in the baggage claim area of the terminal and maintains an interactive kiosk at the airport to assist visitors with travel planning. These centers allow the CVB to intercept visitors traveling in Springfield and those headed to other destinations, or those traveling Route 66, to encourage incremental travel to Springfield. Volunteers assist with visitor information packet fulfillment, staffing hospitality tables for convention and sports groups, and greeting visitors at the information centers.

Objective A:
Assist and provide Springfield area information to travelers at both CVB information centers.

- Integrate new technology and displays in the Route 66 Visitor Center to enhance visitor awareness and experience.
- Maintain an interactive kiosk at the Springfield-Branson National Airport to assist visitors when the center is not staffed by CVB part-time workers or volunteers.
- Maintain Missouri Welcome Center Affiliate status through the Missouri Division of Tourism.
- Distribute a regional brochure with a detailed map highlighting Route 66 destinations in southwest Missouri.
- Hire two additional part-time workers to oversee the Airport Information Center during peak times and for expanded weekend hours at the Route 66 Visitor Center. Utilize volunteers to support paid staff at both centers.
- Work with the Missouri Division of Tourism and Missouri Life Magazine to produce a statewide Route 66 map and publication for distribution at points along the Missouri route and in other states along Route 66.
- Continue selling souvenirs with CVB and Route 66 branding.

Objective B:
Implement marketing efforts designed to intercept travelers visiting Missouri.

- Distribute at least 30,000 visitor guides for rack display to advertisers, partners, and visitor centers throughout Springfield, southwest Missouri, state visitor centers, and key cities in bordering states.
- Subject to available budget, utilize CTM Brochure Distribution to distribute visitors guides in Kansas City, St. Louis, and Lake of the Ozarks at various hotels and attractions.
- Promote the Route 66 Springfield Visitor Center and Springfield's other assets at information centers throughout Missouri and bordering states.
- Encourage the Springfield travel industry to increase listing submissions for the Missouri Vacation Planner and advertise in the publication.

Digital Marketing

Marketing efforts to attract the consumer travel market include digital programs through search engine marketing, online banner and rich media advertising, content creation, and the CVB's website, blog, and social media channels. Active participation in social media sites makes Springfield more visible when people search the internet for things to do and places to travel. Enhancements to the site will also be continued in an effort to better reach potential visitors.

Objective A:
Maintain the CVB's websites utilizing updated technology and online marketing to generate more than 1,300,000 visitor sessions and attract visitors to Springfield.

- Continue a mobile-first approach (design for mobile and tablet before designing for desktop applications) when designing CVB websites and other digital assets.
- Maintain a fully-responsive design for the CVB website, including utilizing the new brand standards.
- Stay engaged in emerging website trends and apply them to the site, when appropriate.
- Continue to support the Springfield Area Sports Commission website and partner with a third-party vendor to make aesthetic and functional changes as necessary.
- Maintain the online calendar of events while ensuring the calendar is accurate, up-to-date, and thorough with all partner events.
- Utilize Google Analytics to track website traffic and advertising effectiveness by campaign.
- Increase participation in the Missouri Division of Tourism Search Engine Marketing (SEO) Campaign utilizing Google Adwords.
- Register new website addresses and renew current ones to use in advertising campaigns to track individual advertising response to the website.
- Continue providing an opportunity for meeting/event planners to submit RFPs online directly to group sales staff.
- Send e-blasts promoting activities and attractions to convention/sports attendees via the Meetingmax email platform.
- Enhance website advertiser listings with photo galleries, interactive maps, and/or video options.
- Continue to discuss and recommend additional changes and improvements to the website and other technology issues during staff meetings and meetings with the local travel industry.
- Create category-specific content for all areas of the site, focusing particular attention on coupons, itineraries, partner listings, and calendar of events.
- Develop new sections of the site for local advocacy, international visitors, minority-owned businesses, and volunteer recruitment.

- Utilize third-party website developers to assist in the implementation of website projects and ideas throughout the year.

Objective B:
Create an email marketing campaign targeting potential and return visitors to Springfield and maintain an open rate average of at least 15%.

- Encourage subscription to email promotions and execute at least 52 seasonal email campaigns.
- Distribute events and niche market promotions as appropriate.

Objective C:
Develop a comprehensive content strategy, utilizing research from an outside vendor, in an effort to obtain large amounts of multipurpose content (ie. articles, photos, videos, podcasts, etc.) that can be used across a variety of channels.

- Continue to improve the online photo gallery to be more user-friendly and easier for staff to maintain.
- Update professional videos for the leisure, sports, and convention markets with new branding. The videos will be used in sales presentations, online advertising pre-roll, on the CVB website, and YouTube.
- Create video b-roll reels for media and develop an online video library to organize video content.
- Create a photo/video asset co-op program with CVB advertisers/partners to obtain new quality images featuring diverse people enjoying Springfield's tourism assets.
- Create campaign materials emphasizing meeting options near major attractions or other activities appealing to meeting delegates and attendees.

Objective D:
Utilize a variety of social media services to maintain relationships with constituents, encourage overnight travel, increase repeat visits to Springfield, and drive traffic to the CVB's main website. Social efforts should generate at least 3 million engagements and 25% organic reach.

- A social media plan will be developed to integrate all social messaging and provide a framework for outlining goals to provide a clear return on investment (ROI).
- Rebrand the CVB industry blog and social channels (currently Issues & Info) and continue using the platform to share tourism-related issues important to the community, CVB projects, and upcoming conventions and events and encourage constituents to read and/or subscribe to the blog.
- Work with guest bloggers to provide unique niche content to the CVB blog and social media efforts.
- Refer at least 8% of traffic to SpringfieldMO.org from social media postings.
- Merge all leisure social channels under a unified brand. Increase following to over 120,000 for Facebook, 20,000 for Twitter, and 25,000 for Instagram.
- Achieve a 10% engagement rate across all social channels.
- Work with the Springfield Area Chamber of Commerce and other partners to develop an integrated social strategy highlighting interesting local stories and photos.
- Monitor mentions of Springfield on various social media and reply as appropriate to questions or comments from visitors.
- Utilize TripAdvisor and other user-generated content websites to monitor Springfield's position and respond to negative comments and questions.
- The CVB will monitor and share news stories and blog posts about local attractions, events, and tourism-related issues on all social channels.

- Continue utilizing the CVB's digital channels to reach incoming meeting/event social media channels to promote attendance, welcome the groups to Springfield, and inform them about all that Springfield has to offer while they are in the city.

Objective E:
Continue working with Simpleview to design and develop a new website for SpringfieldMO.org.

- The existing website has been live since 2014 and is currently maintained by CVB staff.
- A new website would address the needs outlined in Objective A and any additional needs as identified by CVB staff and the potential developer who would be retained for maintenance.

Advertising Campaigns & Cooperative Marketing

CVB advertising efforts are significantly focused on the consumer travel market segment. A small campaign targeting meeting, convention, and sports planners is used primarily for branding purposes and to keep Springfield in the minds of planners, while the majority of resources targeting these markets are focused on trade show participation and direct sales.

With the outbreak of the COVID-19 virus in early 2020, travel will remain a difficult target well into FY21. All plans outlined in the following sections are subject to change and adjustment based on federal, state and local guidelines along with other consumer data and considerations.

Each year the CVB applies for matching funds for marketing projects through the Missouri Division of Tourism. The Promote Missouri Fund provides cooperative marketing opportunities for destination marketing organizations in Missouri. For FY21, the CVB has applied for $330,000 from the Marketing Matching Grant program that provides funds for up to 50% of the total cost of the approved project. Each submitted project is graded by evaluators and projects assigned a pass/fail grade.

If awarded the funds, the CVB will conduct a more than $1 million multi-channel media advertising campaign with partners MDT, Bass Pro Shops/Wonders of Wildlife, and the Springfield Cardinals. These partners allow the CVB to stretch its advertising dollars for both the CVB and its partners, providing Springfield a stronger impact on tourism advertising than the CVB could make by acting alone. Project implementation is contingent upon approval and subsequent state funding.

The CVB has retained Madden Media as its digital agency of record. Madden Media is responsible for media planning, placement, and strategy for all digital advertising for the CVB.

The CVB will continue putting an increased effort on recruiting diverse talent to showcase in its marketing materials. Staff will work with the marketing committee of the board and the Division of Diversity and Inclusion at Missouri State University to periodically review marketing materials to ensure they are featuring diverse talent and showcasing Springfield as a welcoming community to visitors from diverse backgrounds.

The branding initiative that launched in FY15 will guide the development of future advertising campaigns featuring "Life's Simple Pleasures." The following campaign statement identifies the emotional core for which the campaign will be based.

Of all of life's simple pleasures, being true to yourself is the greatest.
It's knowing who you are and doing the things you love with the people you love. And while this sounds simple, it's actually quite difficult. It doesn't necessarily come easy. It takes effort, thought, and

dedication. Springfield has figured this out. A metropolitan city that still feels like a small town. A place where you can make a difference. Progressive, but rooted in something wonderfully comfortable and familiar. A place that hasn't forgotten it's the small things that make life big and full.

Leisure Advertising

Objective A;

Develop and execute a special consumer-focused campaign designed to kickstart regional leisure travel as a recovery to the outbreak of COVID-19.

- Work with area hotels to offer booking specials for multi-day visitors.
- Incentivize visitors with offers, specials, reimbursements, and rebates for area attractions, retailers, and restaurants.
- Work with state and local officials to create a set of safety guidelines for the hospitality industry and clearly explain them to potential visitors.
- Coordinate execution of the plan with other marketing efforts described in Group Sales, Objective B.

Objective B:

Generate at least 40,000 tourist inquiries and more than 1,300,000 website visitor sessions through consumer market advertising efforts.

- Develop a magazine and digital schedule and a broadcast flight plan.
- Work with partners to develop and implement a promotional campaign in select target cities.
- Continue targeting St. Louis Cardinals baseball fans on the Cardinals Radio Network.
- Continue the rapid growth of digital marketing programs with an emphasis on social media content.
- Utilize a targeted email marketing campaign to support the consumer market advertising campaign.
- Make a concerted effort to include more diverse photos and videos in all marketing materials.
- Track inquiry responses utilizing the Simpleview database.
- Incorporate tourism attractions and businesses in Greene, Christian, and Polk counties in CVB marketing efforts and fulfillment materials as required by the Missouri Division of Tourism's Promote Missouri Fund countywide designation.
- Measure the results of the project quarterly and annually as required by the Missouri Division of Tourism.

Objective C:

Develop partnerships to assist with CVB advertising efforts, generating at least $872,300 from partners.

- Generate $165,000 in cooperative advertising partnerships with local hotels and attractions.
- Generate $383,800 in advertising sales and partnerships with local attractions, restaurants, hotels, and retail shops.
- Apply for $330,000 in the Missouri Division of Tourism Promote Missouri Fund Marketing Matching Grant program.

Objective D:

Develop a marketing campaign in partnership with the Springfield-Branson National Airport to reach potential visitors in cities where Springfield has non-stop flights.

- Obtain funding for the program through airport grants.
- Work with the airport, advertising agency, and other partners, as appropriate, to create an advertising campaign.

- Implement the program and track results.

Objective E:
Partner with Brand USA and the Missouri Division of Tourism to develop targeted international marketing campaigns.

- Work with Brand USA to identify Springfield points of interest to international visitors.
- Identify other available international marketing opportunities available through partnerships and participate, where appropriate.

Convention/Sports Advertising

Objective A:
Build awareness of Springfield as a convention and sporting event destination by placing at least $60,000 in advertising.

- Develop a media plan targeting the meeting/convention and sports market.
- Create new print and digital advertisements utilizing new CVB branding and featuring Springfield meeting facilities.
- Submit advertising creative to publications and websites for the meeting/convention and sports market, including a mechanism for tracking responses.

Objective B:
Develop an advertising/marketing campaign with a budget of $50,000 to support the pandemic recovery promotion described in Group Sales, Objective B.

- With Group Sales and participating hotel representatives, determine appropriate collateral and marketing materials.
- Develop a media plan targeting state association planners and other segments identified by Group Sales and participating hotel representatives.
- Create new print and digital advertisements for the campaign.
- Coordinate execution of the plan with other marketing efforts described in Group Sales, Objective B.

Group Sales

Market Segments

The 2020/2021 group room night booking goal is 64,000 room nights (individual market segment goals are listed below). In order for a group to count toward the group room night goal, the Sales Department must be responsible for generating the sales lead. The goal is based on business booked but not necessarily consumed during the fiscal year.

State Association Market
This market includes Missouri-based associations and focuses on maintaining relationships and involvement with key industry-related organizations such as Missouri Society of Association Executives, Society of Government Meeting Planners, Missouri Travel Council, Missouri Division of Tourism, and assisting with legislative activities as directed.

Regional/National Association Market
This market includes all associations that are not Missouri-based. Segments include agriculture, cultural, fine arts, conservation, environmental, medical, technical, trade, commercial, and business.

Religious Market
Because of Springfield's central location, affordability, community atmosphere, and close proximity to Branson, this is a niche market for Springfield. The Assemblies of God National Headquarters in Springfield continues to provide the community with numerous meetings and overnight travel.

Sports Market
Springfield has proven to be a top location for many amateur sporting events due to its central location, affordability, and abundance of sporting venues.

The CVB sports sales manager serves as executive director for the Springfield Area Sports Commission and supervises an assistant director employed by the Sports Commission. Both organizations work together to develop and secure amateur sporting events. The Sports Commission began hosting an awards event in 2013 to increase the visibility of the Sports Commission within the sports community, raise money for the association and acknowledge area high school athletes and teams and will continue to do so in 2021.

Social/Fraternal/Hobby/Avocational Market
This market continues to be strong for Springfield because of the city's location and area attractions.

Group Tour/F.I.T. Market
Branson continues to rank as one of the top group tour destinations according to the National Tour Association and the American Bus Association. Efforts have increased in this market due to the opening of Wonders of Wildlife and Bass Pro developments.

Government Market
This market includes group business generated by the state or federal government. Many state government events occur at the Lake of the Ozarks during shoulder seasons and receive heavily discounted hotel rates, making it difficult for Springfield to compete effectively in this market.

Corporate Market
Most corporate meetings are booked directly with local hotels, however, many local corporations are booking meetings and conventions in cities other than Springfield. In response to this trend, the CVB will increase emphasis on this market segment.

Education Market
Increased emphasis on the education market will be made because of the number of colleges and universities in Springfield.

Conservation, Wildlife, Outdoor and Similar Groups
The CVB has focused on this market for the past several years but will place more emphasis on conservation-related groups because of Wonders of Wildlife, Bass Pro, and future developments.

Group Sales Efforts

Objective A:
Through efforts initiated by the CVB group sales staff, book 45,000 room nights from the meetings and conventions market during FY21.
Action Plans:

- Research and solicit meetings, conventions, and sporting events targeting key market segments.
- Maintain membership in industry-related organizations such as PCMA, ASAE, MSAE, SGMP, and RCMA.
- Attend industry trade shows (depending on budget) as outlined in the Proposed Trade Show & Sales Projects Schedule (see page 24 for a list of trade shows and projects).
- Work with convention hotel partners and key venues to create a solid action plan for a Top-25 Hit List of key prospecting accounts and determine action steps needed for each account on what it will take to bring these groups to Springfield. Create a seven-steps action list with a completion date.
- Host quarterly Sales Awareness Committee meetings with hotel and venue sales representatives.
- Develop a meeting planners advisory group to seek input on sales activities conducted by the sales department. Invite local and non-local planners to participate in group discussions.
- Conduct two annual familiarization tours to showcase Springfield.
- Refresh meeting planner email templates every six months to showcase what is new in Springfield.
- Update the meetings section of the website as needed.
- Continue to use SendSites electronic bid proposal services.
- Solicit outdoor writer and conservation groups in conjunction with Bass Pro Shops and Wonders of Wildlife.
- Work with attractions on hosting complimentary site visits for convention planners and package deals for convention attendees.
- Solicit groups that meet during shoulder period months - November, December, January, and February. Offer additional incentives to these groups.

- Host a meeting planner/industry workshop, networking event, or other activity on Global Meetings Industry Day. Utilize social media to showcase the importance of the meetings and convention sector of the tourism industry.
- Utilize LinkedIn as a solicitation tool by updating content weekly, posting industry articles, and staying active on the social media platform.

Objective B:

Develop enhanced promotions to generate bookings during the reopening phases of the COVID-19 pandemic.

- Partner with convention hotels on COVID-19 recovery promotional ideas.
- Conduct a follow-up meeting planner survey after the COVID-19 recovery and reopening phase has been in place for two months.
- Work with hotel partners to offer a “No Attrition” promotion.
- Offer additional financial incentives to qualified groups.
- Research and offer ways to conduct virtual/hybrid meetings and events.
- Offer a “Show Your Badge” program for leisure attraction discounts for conference attendees.
- Work with hotels and venues to ensure meeting planners are comfortable with new COVID-19 mitigation cleaning and sanitation practices and include this information with bid proposals.
- Promote the new digital version of the Meeting Planners Guide, postcards, and recovery phase Simpleview templates.
- Conduct a local sales blitz utilizing the Chamber of Commerce, 417 Magazine, Springfield Business Journal, local universities, and influencers to encourage booking meetings in Springfield.
- Create a virtual site visit and conduct in-person site visits for qualified convention and event planners.
- Conduct a telemarketing sales blitz utilizing Knowland and MINT subscription database services and other lead sources.

Objective C:

Through CVB sports sales efforts, book 17,000 room nights in the sports market.

- Research and solicit sporting events that can utilize Springfield and area sports venues.
- Maintain membership in industry-related organizations, such as Sports ETA.
- Attend industry trade shows (based on the budget) as outlined in the Proposed Trade Show & Sales Projects Schedule.
- Work in partnership with the Springfield Sports Commission to secure new amateur sporting events.
- Continue a local organizing committee and procedures for MSHSAA Basketball Championships and other events to ensure the event a success and future bookings.
- Continue soliciting emerging sports (ie. pickleball) and target sports (ie. archery and rifle).
- Enlist the assistance of convention sales staff to identify and solicit sporting events.
- Continue providing exceptional service to existing sporting events to ensure rebooking.
- Assist the Sports Commission in developing booking incentives.
- Assist the Sports Commission in developing a comprehensive advertising/cooperative marketing plan.

Objective D:

Increase the number of group rooms as a percentage of total rooms in Springfield hotel properties during FY21.

- Review CVB hotel statistics for trends and ensure participation in market segment statistics from designated hotels.
- Utilize STR's Destination Report Day Trend Report to help assess group room demand.
- Educate planners on the importance of encouraging delegates to book inside the block; offer financial incentives as appropriate.
- Consider the ROI when offering a group incentive based on time of year, existing booked groups during that time, budget, etc.
- Work with hotel and facility partners to offer financial incentives to single-property pieces of business as necessary.
- Partner with the Springfield Hotel Lodging Association to identify annual events that produce a large number of overnight rooms.
- Utilize the new "Meet in Missouri" legislation (if funds become available) to attract out-of-state conventions and work with the Missouri Association of Convention & Visitor Bureaus to develop additional state incentives.

Objective E:

Pursue the group tour market to book overnight stops and attraction visits within the city.

- Attend tour- and travel-related events (when budget allows) as outlined on the Proposed Trade Show & Sales Projects Schedule (see page 24 for a list of trade shows and projects).
- Consider hosting the Missouri Bank Travel Exchange or another tour-related event, such as Travel South, to promote Wonders of Wildlife and increase overnight group tour travel.
- Develop new and unique group travel itineraries and escort notes as new attractions open.
- Promote virtual site visits.
- Utilize new marketing templates when needed.
- Partner with Branson on group travel events and familiarization tours.
- Add a Group Travel section to the website.
- Identify and retain existing group tours.
- Work with tour operators on new COVID-19 mitigation practices and keep them abreast of existing orders in Springfield.
- Work with local attractions to encourage group tour travel.

Trade Shows and Special Projects

Event	Location	Date
Local Sales Blitz	Springfield	June/July 2020
MU Conference Planning Office - Presentation	Columbia	June 10, 2020
Missouri Society of Association Executives - Sponsor education session/Sales Blitz	Jefferson City	July 14, 2020
Missouri Event Summit	Jefferson City	August 2020
Telemarketing Sales Blitz	Springfield	August 2020
Sports ETA *(Rescheduled from FY20)*	Kansas City, MO	August 2-5, 2020
Connect Marketplace	New Orleans, LA	August 17 - 20, 2020
Connect Sports	New Orleans, LA	Aug 17-20, 2020
Connect Faith	Sandusky, OH	Sept 30-Oct 1, 2020
Missouri Connect FAM Tour	Springfield	October 2020
Missouri Connect	Lake of the Ozarks	October 2020
USSSA National Conference	Daytona Beach, FL	November 2020
Society of Government Meeting Planners Extravaganza	Jefferson City	November 2020
Travel South USA International Showcase	New Orleans, LA	December 6-9, 2020
Missouri Society of Association Executives - CEO Leadership Summit AND annual meeting and Holiday Party	Jefferson City	Dec 10-11, 2020
American Bus Association	Baltimore, MD	January 29-February 2, 2021
Religious Conference Management Association	Charlotte	February 2021
Missouri Natural Resources Conference	Lake of the Ozarks	February 4, 2021
Travel South Domestic	Huntsville, AL	February 8-11, 2021
Military Reunion Network	TBD	Spring 2021
Christian Meetings & Conventions Association	TBD	Spring 2021
Missouri Bank Travel	TBD	March 2021
Kansas City Chapter of Meeting Planner's Intl.	Kansas City	April 2021
Sports ETA	Birmingham, AL	April 2021
Convention Planner Familiarization Tour	Springfield	May 2021
Client Night at Hammons Field	Springfield	June 2021
Sports Commission Awards	Springfield	June 2021

Event Services

The CVB provides support services for groups meeting in Springfield, including pre-convention planning and providing area information, registration assistance, promotional materials, news releases, convention alerts, website access, city dignitary welcomes, name badges, shuttle service, centralized housing, and other services as outlined in the bid proposal package. These services are designed to assist and promote a positive experience for the meeting planner when conducting meetings, conventions, and events in the city, thus generating repeat bookings. Services are offered to groups booked by the CVB and groups booked by hotels.

Objective A:

Provide exceptional service and exceed the expectations of meeting planners by providing event services tailored to groups working with the CVB.

- Send convention alerts to media, hotels, attractions, and restaurants to notify partners of upcoming large conventions and events so they can properly staff their facilities. Encourage businesses to welcome groups on marquees, offer discounts, etc.
- Assist groups with resources when requesting virtual/hybrid meetings
- Utilize the CVB's social media channels (ie. Twitter, LinkedIn, Facebook, etc.) to welcome groups to the city.
- Provide attendance-building and publicity assistance for groups meeting in Springfield by sending out email messages with the CVB's website video link, posting welcome messages on Facebook and other social media pages, and encouraging convention and sports groups to post about the city and events.
- Offer the Springfield promotional video and/or other promotional tools in advance to groups that will meet in Springfield.
- Continue utilizing the online meeting planning toolkit and update and/or add resources as they become available, such as green initiatives, corporate social responsibility, and a speakers' bureau.
- Promote attraction group packages to convention and event attendees.
- Promote advertisers and partners at hospitality tables and for business referrals.
- Provide a training session for hospitality booth workers prior to peak convention/event months.
- Offer a local professional speakers' bureau to groups and create a promotional piece highlighting this service in bid proposals.
- Promote the CVB's responsive website at hospitality tables and encourage attendees to use it to locate local restaurants, attractions, and other businesses.
- When appropriate, attend events booked in Springfield one year in advance to promote Springfield and build attendance for the conference.
- Maintain membership in the Event Services Professional Association.

Objective B:

Provide exceptional housing bureau services to qualified groups.

- Utilize Meetingmax for all housing groups, providing training to CVB staff and meeting planners as needed.
- Host informational meetings about Meetingmax for frontdesk employees, reservation managers, and sales managers for upcoming groups as needed.
- Utilize Meetingmax's pre- and post-activity email capabilities to provide welcome emails to event attendees and encourage extended stays to enjoy all of Springfield's amenities.

Objective C:

To assess the satisfaction of meeting planners hosting events in Springfield, the CVB will utilize a new survey through Survey Monkey to all meeting planners and obtain at least a 75 percent return rate on questionnaires.

- Utilize Survey Monkey to create and distribute surveys to all meeting planners one day following the conclusion of the event.
- Review surveys annually and adjust to increase the response rate.
- Track responses and report results to appropriate facilities.

Training

Staff & Volunteers

In addition to normal and ongoing staff training, the CVB encourages staff members to expand their knowledge throughout their careers. Where appropriate, the staff is encouraged, and may eventually be required, to become certified by professional organizations in their specific area of responsibility. All department heads have received or are currently pursuing the Certified Destination Management Executive designation through Destinations International.

Objective A:
Continue increasing staff and volunteer knowledge by making available learning opportunities.

- Identify software training needs for staff members and utilize classes offered at area colleges and universities and the Springfield-Greene County Library District.
- Continue participation in the City of Springfield's Life Save program to ensure that a minimum of 75% of the staff is CPR certified and trained on the use of the AED.
- Participate in appropriate group webinars offered by Destinations International, Simpleview, Missouri Division of Tourism, and other industry organizations.
- Provide sales training for the group sales staff, partner development manager, and marketing sales coordinator.
- Continue training on diversity and inclusion through the Missouri State University Office of Diversity and Inclusion and/or utilizing other diversity experts.
    - Meet with community leaders to improve efforts to highlight the diverse communities of the Ozarks.
    - Assist MSU's Office of Diversity and Inclusion, Chamber of Commerce, and the city in developing diversity and inclusion training for management and frontline staff in the hospitality and retail industries.
- Conduct a CVB orientation for new staff, board, City Council, County Commission, and key city and county staff.
- Send staff to appropriate training conferences and sessions throughout the year.
    - Send four staff members to the Governor's Conference on Tourism.
    - Send two people to the Destinations International annual convention.
    - Send four staff members to the Missouri Association of Convention & Visitor Bureaus Annual Educational Conference.
    - Send one person to the Simpleview Users Conference.
    - Send one person to the PRSA Travel and Tourism Conference.
    - Send one person to the Destinations International Convention Sales Summit.
    - Staff will enroll in various educational sessions while at conventions and trade shows.
- Staff is encouraged to obtain or maintain industry certifications.
    - The president/CEO and sales director will maintain requirements to continue Certified Destination Management Executive (CDME) status from Destinations International.
    - The marketing director will complete requirements and the director of finance/human resources will begin classes to obtain Certified Destination Management Executive status from Destinations International.
    - Sales Managers will continue coursework to maintain Hospitality Sales and Marketing Association International (HSMAI) Hospitality Sales Executive Certification, Certified Travel Industry Specialist, and Convention Industry Council Certified Meeting Planner designation.

    - Sports Sales Manager will maintain the Sports ETA Certified Sports Event Executive Certification.
- Determine and address training needs for other staff members as needed.

Objective B:
Identify and provide appropriate management and skills training for management.

- Determine training needs and address as appropriate (Excel training, Simpleview, etc.)
- Identify and provide personnel management and human resources training for all management through People Centric Consulting Group as needed.
- Provide appropriate required reading (books, articles, etc.) for personnel management.
- All department heads will identify other CVBs that have developed considerable expertise in various areas of CVB operations and marketing and after approval by the president, utilize them as mentors.

Objective C:
Develop a training program specifically for part-time employees to ensure they have the necessary information and resources to be effective in their positions.

- Part-time employees will visit with each staff member to gain a better understanding of what each person does for the CVB and how to direct phone inquiries.
- Develop manuals for the information center desks with a staff directory, phone instructions, standard operating procedures, and other relevant information.
- Conduct refresher training for employees as needed.
- Require employees to enroll in and complete the Discover SGF training program.
- Part-time Airport Center staff will crosstrain at the Route 66 Visitor Center.

Objective D:
Continue to increase staff and partner knowledge and use of Simpleview CRM.

- Work closely with the account team at Simpleview to ensure staff and partners are utilizing the capabilities of the system to the fullest and most efficient extent.
- Fully utilize the Connect SGF extranet to distribute and respond to sales and leisure tourism leads, update partner business information updates, update the online calendar of events, sign up for advertising/sponsorship packages, and RSVP for CVB events.
- Conduct bi-annual member/partner training sessions to ensure partners are fully utilizing Connect SGF (extranet).
- Assign staff key areas of responsibilities for optimal use of the Simpleview CRM and develop a core staff team of experts on all sections of the system.
- Be involved in the Simpleview user group and attend meetings as appropriate.
- Conduct follow-up training with CVB staff as appropriate.

Objective E:
Secure and train an adequate number of volunteers to assist at information centers, convention, and event hospitality booths and with other tasks as necessary.

- Assess volunteer needs at information centers and align schedules with flight arrivals and as needed.
- Secure an appropriate pool of qualified and capable volunteers through sources such as referrals and local volunteer sites.
- Provide appropriate training for volunteers.
- Obtain coordinated and appropriate logoed clothing for all volunteers to wear while on duty.
- Keep volunteers updated on CVB activities via a monthly volunteer newsletter.

Hospitality Industry & Advertisers

The CVB encourages frontline employees in the travel industry to become familiar with area attractions and other things to see and do while in the Springfield area. We will encourage them to utilize CVB resources such as our Visitor Center, social media, and Issues and Info. A video-based training program will also be developed for CVB advertisers to encourage them to take advantage of all member benefits and better promote their business to the traveling public through CVB marketing efforts.

Objective A:
Develop a plan for educating CVB partners about the benefits of membership.

- Send a welcome email to all new partners to introduce the CVB staff, explain partner benefits, and the directions for logging in to Connect SGF (extranet).
- Conduct regular Connect SGF training sessions for advertisers/partners to encourage full usage of that system.
- Record a series of training videos for partners explaining how to take full advantage of partnership benefits.

Objective B:
Offer free or inexpensive training opportunities for Springfield's travel industry employees to help increase knowledge and professionalism.

- Invite appropriate travel industry personnel to webinars hosted at CVB offices.
- Utilize CVB partners and vendors as guest speakers for industry training sessions throughout the year.
- Utilize Connect SGF to share educational articles and other training resources with partners.

Administrative

Objective A:
Maintain accreditation through Destinations International by submitting the required annual reports in December 2020.

- Update processes to comply with other standards as required by the Destinations International Accreditation Program.
- Update the Standard Operating Procedures Manual for key functions of each CVB position as necessary.

Objective B:
Assess new and existing CRM system enhancements and improvements and incorporate those that are appropriate.

- Review improvements and enhancements presented at the 2020 Simpleview Users Conference.
- Continue using the Gmail integration, Destination Dashboard, and Event Impact Calculator.
- Investigate the use of other vendors integrated with the Simpleview CRM to improve officewide efficiency.
- Determine the appropriate enhancements and improvements to incorporate into the CRM system.
- If necessary, add funds to cover the costs of enhancements and improvements to a mid-year budget revision.
- Continue to upgrade the CRM as appropriate and attend the 2021 Simpleview Conference.

Objective C:
Work with the city, Bass Pro, Atrium Hotels and other appropriate developers to assess the possibility of a convention center and/or tournament-grade sports facility at the Bass Pro complex or adjacent to the Expo Center.

- Investigate and identify incentives that may be offered to developers.
- Determine the public cost associated with the project.
- Identify public funding sources that could be used for the public portion of both projects.
- Consider the development of a Tourism Business Improvement District (TBID) as one alternative.
- If not secured in FY20, continue efforts to obtain enabling state legislation to increase the hotel tax up to 7.5 percent with the proceeds of any increase used for “capital improvements that can be demonstrated to increase overnight travel.”
- Work with the Springfield Hotel Lodging Association to obtain their support for both projects.
- Determine if Atrium Hotels will continue the management of the Expo Center in its current configuration or as an indoor sports facility.
    - If so, revise the contract as appropriate.
    - If not, determine future management.
- Identify competing cities with convention centers and/or indoor sports complexes and consider hosting appropriate Springfield community leaders on site visits to those cities.

Objective D:
The CVB and Sports Commission will work with the city, Springfield-Greene County Park Board and other organizations to implement the recommendations contained in the Huddle Up Group report on long-term goals for sports facility construction, sports marketing, sporting event development and funding for the Sports Commission.

- Assign Sports Commission committees to address operational issues addressed in the report such as bylaws, membership, staffing, and funding.
- The CVB and the Sports Commission will work with the Springfield-Greene County Park Board and other appropriate entities to identify needed sporting venues identified in the report.
- Once identified, the CVB and the Sports Commission will work with the city and others to determine how to finance improving existing facilities and developing new facilities.
- If possible, include funding for the Sports Commission in the financing mechanism to fund improving existing facilities and developing new facilities.

Objective E:
Advance the need for a convention center and/or tournament-grade, indoor sports facility through participation in the city's long-range planning process (Forward SGF).

- Encourage board members to be involved in the process.
- Actively participate in appropriate focus groups.
- Ensure the development of a convention center and/or tournament-grade, indoor sports facility is included in recommendations.

Objective F:
Revise the 2019-2021 Strategic Plan.

- Review the strategic plan with the CVB management team and executive committee to identify possible changes in the existing plan.
- Contract with an experienced facilitator qualified to facilitate a CVB board retreat in June 2021.
- Conduct research with constituents regarding CVB performance.
- Modify the Strategic Plan as appropriate after the board retreat.

Objective G:
Work with city staff to identify a referendum date to ask voters to change the definition of who must collect the hotel tax in order to require short-term rentals in Springfield to collect and pay the existing hotel tax.

- Monitor, and attempt to influence as necessary, state legislation legalizing and/or regulating short-term rentals.
- Obtain the support of the Springfield Hotel Lodging Association and encourage City Council to ask Springfield voters to change the definition of who must collect and pay the existing hotel tax to include short-term rentals.

Objective H:
Consider whether to hold or sell the property at U.S. 65 and Chestnut Expressway.

- The Discover Springfield board will continue meeting and will monitor the property.
- Consider using the property as collateral for a loan to fund COVID-19 recovery efforts.
- Assess current and future developments near the property and the impact they may have on property value.

Objective I:

With board approval and assistance, investigate and apply for loans and other financial assistance through the CARES Act to fund major promotional campaigns for the leisure, convention, and sports markets.

- Determine CVB eligibility for the different programs in the CARES Act.
- Determine the amount of funding needed for each promotion.
- Determine the amount that cannot be funded from the existing budget.
- Develop staff recommendations to present to the Executive Committee.
- Proceed as appropriate according to the Executive Committee's decision.

Future Marketing Efforts

Financial and human resources will not allow the implementation of all marketing efforts the bureau would like to undertake during the 2020/2021 fiscal year. The following is an overview of long-range marketing efforts that will be implemented when resources are available. Some of these projects will be implemented during the fiscal year if possible. Due to the long-range nature of many of these projects and rapidly changing technology, they are subject to change.

Public Relations

- A name change for the CVB will be considered in an effort to create a new identity for the organization that is more easily understood by constituents.
- Encourage and support qualified Springfield representatives to apply for a position on the Missouri Tourism Commission.
- Develop a comprehensive public relations and marketing plan to educate local officials and the public on the need for public funding for facilities recommended in the Convention Competitive Assessment and continue to work with the city and other organizations to identify needed convention and sports facilities.
- The CVB will advocate for the development of a convention complex, tournament-grade indoor and outdoor sports facilities, and other facilities that would increase room demand.
- If not passed in FY19, enabling state legislation will be passed to allow the hotel tax in Springfield to be increased from 5 percent to up to 7.5 percent.
- Enabling state legislation will be passed to allow Tourism Business Improvement Districts (TBID) as a tool for tourism marketing and capital improvement projects.
- The city's definition of who must collect the lodging tax will be revised to include short-term rentals.

Collateral Production/Advertising Sales

- Continue to seek advertising partnerships and innovative revenue streams to increase private funding and supplement the public hotel/motel tax funding.
- Explore the production, promotion, and distribution of additional publications, including a dining guide, a coffee guide, and others.

Market Research

- The use of focus groups and other market research will be increased and conducted to measure advertising effectiveness, consumer insights, meeting planner satisfaction, brand awareness, etc.
- Additional surveys, such as creative focus groups, a PR effectiveness study, social media influence, and convention/sports satisfaction surveys, will be included in annual CVB research plans.

Advertising

- Advertising partnerships will be expanded to include secondary attractions in niche marketing campaigns.
- Advertising production will be expanded to include the use of professional, diverse talent for all photo/video shoots.
- A new advertising campaign will be created using new photo/video assets and tested with consumer groups prior to launching.

Intercept, Digital, and Miscellaneous Marketing

- Develop and produce branded video content for digital distribution (YouTube, podcast, etc.) and create third-party agreements for syndication (local media, SGF CityView, Mediacom, etc.).
- Utilize virtual reality or other emerging technology to communicate to media, tour operators, meeting planners, and leisure visitors about new attractions and facilities in Springfield.
- Remodel the downtown information center and install digital displays to promote area attractions and events.
- Conduct a local public relations and marketing campaign to increase awareness of the CVB and increase traffic to the Route 66 Springfield Visitor Center by promoting the center as a ticket pick-up location for local events, advertising on local TV, radio and print outlets using trade, when applicable, purchasing billboard advertising and promoting the visitor center as a resource on the CVB website and collateral materials.
- Develop partnerships with local media outlets such as the “The News-Leader,” “417 Magazine” and others to promote local deals and attractions.
- Expand international marketing through opportunities offered by Brand USA.
- Investigate opportunities to partner with local medical facilities to support medical tourism.
- Offer online attraction ticketing options and aggressively promote this on the website and through email marketing campaigns.
- Develop an online chat feature to enhance the visitor experience on the site.
- Develop a “Local Favorites” media campaign utilizing TV and social media outlets with online video to conduct short testimonial-type spots with people talking about why they love calling Springfield home. Partner with the chamber, city, universities, and other local organizations with an interest in highlighting why residents call Springfield home.
- A mobile information center will be purchased for use at large, outdoor events and indoor events where appropriate.
- Virtual Information Centers will be placed at key area locations to allow visitors to speak with a live staff person utilizing Webcams and touch-screen technology.
- Work with the City of Springfield to design and develop a sidewalk kiosk near the Route 66 Springfield Visitor Center to distribute Visitors Guides, maps, and other printed materials when the center is closed. The kiosk will include space to promote downtown events.
- The use of new billboards will be investigated as a method of promoting Springfield to travelers in the area, increasing counts to the Route 66 Springfield Visitor Center.
- A “Staycation” program will be developed to encourage visitation from within a 100-mile radius of the city.
- Investigate digital and social attribution platforms to assess the impact of these marketing efforts on overnight travel and visitor spending.
- Investigate opportunities to market to niche and more diverse groups, including LGBT, African-American, Hispanic, and other groups for leisure and group sales.

Group Sales

- Work with the Springfield Hotel Lodging Association to develop a pool of funds to use as an incentive to attract events.
- Expand partnership opportunities with the Branson/Lakes Area Convention & Visitors Bureau and identify areas to partner with their sales department to combine efforts of bringing convention groups and sporting events to southwest Missouri.
- Pursue regional partnerships with other CVBs to promote bringing new meetings, conventions, and sporting events to the area.
- Sports marketing efforts will be expanded in cooperation with the Springfield Sports Commission to make Springfield a recognized destination for quality amateur sporting events. Sporting events owned by the Sports Commission will be created and conducted annually.
- A virtual site visit (tour) will be developed for distribution to meeting and event planners considering Springfield as the host city for meetings or events and will be added to the CVB website.
- Develop a video-based sports promotion for use in sports sales efforts of the CVB and Sports Commission.
- Conduct sales blitzes in designated cities with a targeted client list including cities where the CVB is advertising.
- Host an industry trade show or marketplaces such as Connect Missouri, Travel South, or SPORTS.
- Host the Midwest Travel Writers Association Conference.
- Attend additional trade shows such as IMEX, ASAE and others not currently in the budget.
- Investigate eSports as a potential market segment.
- Encourage sales managers to serve on boards for industry trade associations such as PCMA and RCMA.

Event Services

- The ability for convention delegates to register for their convention and arrange all other details of their trip will be added to the website, providing a potential revenue source while eliminating the need to re-key information into the CVB's housing software.

Training

- The CVB will maintain accreditation through Destinations International's Destination Marketing Accreditation Program.
- Implement a new version of the "Discover SGF" hospitality training course, which is outlined in previous years' marketing plans. This program will be designed for partners, staff, volunteers, and frontline industry workers.
- Staff diversity training will continue annually.
- Staff training will focus on rapidly changing technology and its impact on marketing.
- All staff will be encouraged or required to obtain appropriate certification in their field of expertise.

Administrative

- Continue to upgrade and maintain all equipment, hardware, and software to the most current versions and standards by following a technology plan.
- Video conferencing for CVB board and committee meetings will allow attendees to actively participate in all CVB meetings remotely.

Exhibit C

SPRINGFIELD CONVENTION & VISITORS BUREAU OPERATING BUDGET		
2020/2021 REVENUE		
Room Tax	$	2,065,730
Interest		10,000
Advertising Revenues		310,740
Co-op Advertising Revenues		330,750
Miscellaneous Revenue		54,350
From Fund Balance		396,918
TOTAL REVENUE	**$**	**3,168,488**
2020/2021 EXPENSES		
Payroll Expenses	$	1,301,703
Administrative & General Expenses		283,730
Advertising Expenses		1,137,050
Travel Expenses		23,075
Other Marketing Expenses		388,260
Convention Services Expenses		14,670
Capital purchases		20,000
TOTAL EXPENSES	**$**	**3,168,488**

One-rdg._____
P. Hrngs. _____
Pgs. __8_____
Filed: _____06-09-20____

Sponsored by: _____Lear_____

First Reading: _____ Second Reading: _____

COUNCIL BILL _____2020-138_____ SPECIAL ORDINANCE _____

AN ORDINANCE

AUTHORIZING the City Manager, or his designee, to enter into an agreement with the Springfield Regional Arts Council, Inc., in the amount of $29,264.00, for the purpose of promoting the visual and performing arts in Springfield, Missouri.

_____

WHEREAS, the Springfield Regional Arts Council, Inc. ("Arts Council") is a nonprofit corporation organized to promote the visual and performing arts in Springfield, Missouri, by providing facilities and serving as a coordinating agency for various groups, such as Springfield Little Theatre, Springfield Regional Opera, Springfield Ballet, Springfield Symphony Orchestra, Film & Media Association of Springfield, First Friday Art Walk, Springfield Visual Arts Alliance, Springfield Contemporary Theatre, Sculpture Walk Springfield, Any Given Child, Men's Chorus of the Ozarks, and many others; and

WHEREAS, a portion of the Arts Council's budget comes from the City's fee for collection of the hotel/motel gross receipts tax, of which $29,264 has been budgeted for Fiscal Year 2020-2021.

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

Section 1 – The City Manager, or his designee, is hereby authorized to enter into an agreement with the Springfield Regional Arts Council, Inc., said agreement to be substantially in form and content as that document attached hereto and incorporated herein by this reference as "Exhibit A" and approved as to form by the City Attorney or her designee.

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

Passed at meeting: _____

_____
Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: _____, Assistant City Attorney

Approved for Council action: _____, City Manager

EXPLANATION TO COUNCIL BILL 2020-138

FILED 06-09-20

ORIGINATING DEPARTMENT: Finance

PURPOSE: Authorizing the City Manager, or his designee, to enter into an agreement with the Springfield Regional Arts Council, Inc., in the amount of $29,264.00, for the purpose of promoting the visual and performing arts in Springfield, Missouri.

BACKGROUND INFORMATION: The Springfield Regional Arts Council ("SRAC") is a nonprofit corporation located in the Old Creamery Building in Jordan Valley Park and is organized to promote the visual and performing arts in Springfield, Missouri, by providing facilities and serving as a coordinating agency for various groups, such as Springfield Little Theatre, Springfield Regional Opera, Springfield Ballet, Springfield Symphony Orchestra, Film & Media Association of Springfield, First Friday Art Walk, Springfield Visual Arts Alliance, Springfield Contemporary Theatre, Sculpture Walk Springfield, Any Given Child, Men's Chorus of the Ozarks, and many others. A portion of the Arts Council's budget comes from the City's collection fee from the hotel/motel gross receipts tax. The portion of the City's collection fee budgeted for Fiscal Year 2020-2021 is $29,264.

REMARKS: The SRAC has a 21-member board and has a full-time Executive Director, Programs/Exhibition Director, Marketing/Development Director, Office and Facility Manager, and a part-time Bookkeeper and Corporate Art Coordinator. In addition, there are several active volunteers who help with major events and projects. The SRAC has developed a solid internship program with local universities. In addition to the Hotel/Motel tax contribution outlined herein, the Arts Council's operations are funded through memberships, festival/event proceeds, grants, and donations.

Submitted by:

Buffee Smith, Contract Administrator

Recommended by:

David Holtmann, Director of Finance

Approved by:

Jason Gage, City Manager

Exhibit A

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 July 1, 2020	TERMINATION DATE JUNE 30, 2020	CONTRACT NUMBER:	
(X) NEW CONTRACT			

CITY	CONTRACTOR
City of Springfield **840 Boonville, P.O. Box 8368** **Springfield, MO 65802** **Phone: (417) 864-1625 Fax: (417) 864-1030** **Attn: David Holtmann, Director of Finance**	**Springfield Regional Arts Council, Inc.** **411 N. Sherman Parkway** **Springfield, MO 65802** **Phone: (417) 862-2787 Fax: (417) 888-2322** **Attn: Leslie Forrester**

AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 20___, by and between the City of Springfield, Missouri, a constitutionally chartered municipal corporation of the State of Missouri, hereinafter referred to as the "City," and the Springfield Regional Arts Council, Inc., a not-for-profit Missouri corporation, hereinafter referred to as the "Contractor."

WITNESSETH:

WHEREAS, the Contractor desires to promote the visual and performing arts within the Greater Springfield Missouri area in accordance with the Scope of Services attached as Exhibit 1, and

WHEREAS, the City desires to retain the services of the Contractor to promote the visual and performing arts in the City by providing to Contractor an annual sum equal to a designated share of collection fees of the City from Hotel and Motel gross receipts tax collected by the City under Article V of Chapter 70 of the Springfield City Code.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. TERM. The term of this Agreement shall be from July 1, 2020, to June 30, 2021, subject to any changes to which both parties may subsequently assent in writing.

2. SCOPE OF SERVICES. The City will engage the services of the Contractor to establish and perform the services described in Exhibit 1, which is attached hereto and incorporated herein by reference. The City authorizes the Contractor, and the Contractor agrees to proceed with the development of programs for those activities described in Exhibit 1.

3. AGREEMENT ADMINISTRATION. The City designates the City Manager (or their designated alternate) as its representative to whom all communications related to the scope of work, cost, schedule, and personnel matters shall be directed by the Contractor.

The Contractor designates the Executive Director of Contractor (or their designated alternate) as its representative concerning all work performed under this Agreement.

The aforementioned representatives of both the City and Contractor shall have primary responsibility and authority on behalf of each respective party to administer this Agreement and to agree upon procedures for coordinating the efforts of both parties under this Agreement.

4. FURNISHING INFORMATION. All information, data, and reports as are existing, available, and necessary for the carrying out of the work shall be furnished to the Contractor without charge by the City, and the City shall reasonably cooperate with the Contractor in connection with this Agreement.

5. COPYRIGHTS. The Contractor shall defend, indemnify and hold the City harmless from any and all claims or causes of action, including reasonable attorneys' fees and legal expenses, arising out of or based upon any alleged infringement of any copyright, or any alleged invasion or infringement of any right of any third party in connection with the Contractor's performance of work hereunder.

6. REPORTS. Reports to the City will be made as follows:

A. Annual Reports: The Contractor shall submit an administrative progress report to the City, on an annual basis, which describes the work performed during the fiscal year. This report shall be submitted within sixty (60) days of the termination of this contract. This report shall be a synopsis and evaluation of the activity undertaken.

B. Other Reports: The Contractor shall submit to the City such other reports as may be requested or are necessary to inform the City of issues which require City action.

7. PERSONNEL. Personnel shall not be employees of or have any contractual relationship with the City except as employees of the Contractor. All of the services required hereunder will be performed by the Contractor or under its direct supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized under state and local law to perform such services.

8. KEY PERSONNEL AND PROGRAM ORGANIZATION. The Contractor shall perform all of its services under this Agreement through a staff under the direction of its designated representative, who will be responsible for the management, scheduling, planning and coordination of the work, and for communications between the Contractor and the City, and for the overall fulfillment of all obligations of the Contractor under this Agreement.

9. COMMENCEMENT OF WORK. Services of the Contractor shall commence upon contract execution and shall be completed in a timely manner.

10. PAYMENT. Payments from the City to the Contractor for services under this Agreement will be made monthly by the City by check solely from City collection fees on hotel/motel gross receipts tax collections under Article V, Chapter 70 of the Springfield City Code received by the City with Contractor's share thereof to be as follows: One-Third of the City's collection fees on the Two and One-Half Cent (2.5 cents) hotel/motel gross receipts tax increase passed by voters in 1998 and Eleven-Twelfths of the City's collection fees on the One Half-Cent (.5 cents) hotel/motel gross receipts tax increase passed by voters in 2004.

11. TERMINATION. If, through any cause, the Contractor shall fail to fulfill in timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement by giving written notice to the Contractor of such termination and specifying the effective day of such termination. The City may, without cause, terminate this Agreement upon ninety (90) days prior written notice. In either such event, the Contractor shall cease all work and all finished or unfinished documents, data, studies, surveys, and reports or other materials prepared by the Contractor for City, become the property of the City, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or other materials. Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any such breach of this Agreement by the Contractor.

12. 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 Contract. A violation of this provision renders the Contract void. Any applicable federal regulations and applicable provisions in Section 105.450 et seq. RSMo. shall not be violated. Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services to be performed under this Contract. The Contractor further covenants that in the performance of this Contract no person having such interest shall be employed or compensated by Contractor.

13. RIGHT OF AUDIT.

A. Contractor's Books and Records: The Contractor shall keep accurate reports and other records showing in full detail the costs for which the Contractor claims reimbursement. The City may examine, at any time during regular business hours, such time and expense reports and other records at the Contractor's office, and the Contractor agrees that it will produce such records whenever reasonably required by the City. Any expense incurred by the Contractor to prepare the records for audit will be at the expense of the Contractor. If such examination should disclose that the City has paid the Contractor for labor hours which have not in fact been

worked, for services not in fact rendered, or for other costs not expended in accordance with this Agreement, the Contractor shall refund to the City an amount equal to any such excesses, plus accrued interest at the rate of 10% (ten percent) per annum.

B. Subcontractor's Books and Records: The Contractor agrees to include the substance of this section in all subcontracts to be performed on a cost reimbursable, hourly rate, or similar basis, giving the City the right to audit, at its own expense, the books and records pertaining to any such subcontract.

14. DISCRIMINATION. The Contractor agrees in the performance of this Contract not to discriminate on the ground or because of race, creed, color, national origin or ancestry, sex, religion, handicap, age, status as a protected veteran or status as a qualified individual with a disability, or political opinion or affiliation, against any employee of Contractor or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder. The parties hereby incorporate the requirements of 41 C.F.R. §§ 60-1.4(a)(7), 29 C.F.R. Part 471, Appendix A to Subpart A, 41 C.F.R. § 60-300.5(a) and 41 C.F.R. § 60-741.5(a), if applicable.

a. This contractor and any authorized 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 any authorized subcontractor shall abide by the requirements of 41 C.F.R. § 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

15. INDEPENDENT CONTRACTOR. The Contractor is an independent contractor with respect to all services performed hereunder, and nothing contained herein shall constitute or designate the Contractor or any of its agents or employees as agents or employees of the City of Springfield, Missouri.

The Contractor and its agents, employees, and subcontractors shall not be entitled to any of the benefits established for the employees of the City nor be covered by the Workers' Compensation Program for the City.

16. INDEMNIFICATION AND LIABILITY. The parties mutually agree to the following:

A. In no event shall the City be liable to the Contractor for special, indirect, or consequential damages, whether or not caused by or resulting from City's negligence, arising out of or in any way connected with a breach of this Agreement. No claim or claims of any kind, either separately or in the aggregate, by the Contractor against the City, and in any way arising out of or in any way connected with this Agreement, whether based on negligence, breach of contract or otherwise, shall be greater in amount than the total reimbursement under Paragraph 10 hereof.

B. The Contractor shall defend, indemnify, and hold the City harmless from and against any and all claims, losses, and causes of action arising out of any claims or causes of action, including but not limited to personal injuries, death, or damage to property which are incurred by the Contractor, or any third party arising out of or in any way connected with this Agreement.

C. The Contractor assumes full responsibility for relations with subcontractors, and shall defend, indemnify and save harmless the City from and against, any and all liability, suits, claims, damages, costs (including attorneys' fees), losses, outlays, and expenses in any manner caused by, arising out of or connected with this contract, notwithstanding any possible negligence (whether sole, concurrent or otherwise) on the part of the City, its agents or employees.

17. 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.

18. APPLICABLE LAWS. The Contractor agrees to comply with all laws of the United States of America, the State of Missouri, and the City of Springfield which are applicable to work being performed by the Contractor under this Agreement.

19. JURISDICTION. The parties mutually agree that jurisdiction and venue for the purposes of any action resulting from this Agreement by the parties shall be in Greene County, Missouri.

20. NOTICES. All notices required or permitted hereinunder and required to be in writing may be given by FAX, electronic mail

(if to Contractor), or by first class mail addressed to City or Contractor at the addresses shown above. The date of delivery of any notice provided by mail shall be the date falling on the third day after the day of its mailing. The date of delivery of notice by FAX transmission or electronic mail (if to Contractor) 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.

21. ENTIRE AGREEMENT. This agreement, including any attachments or exhibits, 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. In the event that the terms of this agreement conflict with the terms of any of the attachments or exhibits, then the terms of this agreement shall control over the terms contained in the attachments or exhibits.

22. CONTINGENCIES. This Agreement is contingent upon the Contractor maintaining its not-for-profit corporation status as defined by the Internal Revenue Code in Section 501 (c) (6).

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

CERTIFICATE OF DIRECTOR OF FINANCE

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

_____
Director of Finance or Acting Director

APPROVED AS TO FORM

_____
City Attorney or designee

SPRINGFIELD REGIONAL ARTS COUNCIL, INC.

By: _____

Name & Title:_____

Electronic mail address for notice purpose:

_____

Attest:

_____
Corporate Secretary or designee

CITY OF SPRINGFIELD, MISSOURI

By:_____
City Manager or designee

EXHIBIT 1

The Springfield Regional Arts Council's mission is to transform lives and enrich our Community through the Arts.

Responsibilities include:

A. Working with the local art agencies, serving as the focal communications point for community relations and providing collaborative opportunities.

B. Developing and operating the City-owned Creamery Arts Center.

C. Promoting and supporting the visual and performing arts for local organizations.

D. Sponsoring festivals as a community and tourism outreach.

One-rdg. _____
P. Hrngs. _____
Pgs. 134
Filed: 06-09-20

Sponsored by: Hosmer

First Reading: _____ Second Reading: _____

COUNCIL BILL 2020- 139 SPECIAL ORDINANCE _____

AN ORDINANCE

AUTHORIZING a plan for an industrial development project for Kraft Heinz Foods Company, consisting of the acquisition and installation of new equipment and machinery at the existing plant; and authorizing the City of Springfield, Missouri, to issue its Taxable Industrial Development Revenue Bonds (Kraft Heinz Foods Company Project), in a principal amount not to exceed $48,000,000 and authorizing and approving certain documents and actions in connection therewith.

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

WHEREAS, the City is authorized under the provisions of Article VI, Section 27 of the Missouri Constitution, as amended, and Sections 100.010 to 100.200, inclusive, of the Revised Statutes of Missouri, as amended (collectively, the "Act"), to purchase, construct, extend and improve certain projects (as defined in the Act) for the purposes set forth in the Act and to issue industrial development revenue bonds for the purpose of providing funds to pay the costs of such projects and to lease or otherwise dispose of such projects to private persons or corporations for manufacturing, commercial, warehousing and industrial development purposes upon such terms and conditions as the City shall deem advisable; and

WHEREAS, the City, in accordance with Section 100.050 of the Act, has prepared a plan for industrial development (the "Plan") for Kraft Heinz Foods Company, a Pennsylvania corporation (together with any successors or assigns, the "Company"), with respect to a project consisting of the acquisition and installation of new equipment and machinery at the Company's existing plant (the "Project"); notice of the Project was given to the taxing jurisdictions in accordance with Section 100.059.1 of the Act and the City now desires to approve the Plan; and

WHEREAS, the in April 2020, City Council passed Resolution 10500, signaling

its desire to finance the costs of the Project out of the proceeds of industrial development revenue bonds to be issued under the Act (the “Bonds”); and

WHEREAS, the City has and does hereby find and determine that it is desirable for the economic development of the City and within the public purposes of the Act that the City proceed with the issuance of the Bonds for the purpose described above; and

WHEREAS, because the Bonds will be payable solely out of payments, revenues and receipts received by the City from the lease of the Project to the Company and from no other source, the City has determined that it is appropriate that the Bonds be sold to the Company pursuant to Section 108.170 of Revised Statutes of Missouri, as amended, which provides that notwithstanding any other provisions of any law or any City Charter provision to the contrary, industrial development revenue bonds may be sold at private sale; and

WHEREAS, the City further finds and determines that it is necessary and desirable in connection with approval of the Plan and the issuance of the Bonds that the City enter into certain documents, and that the City take certain other actions and approve the execution of certain other documents as herein provided;

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

Section 1 – Promotion of Economic Development. City Council hereby finds and determines that the Project will promote economic welfare and development of the City, and the issuance of the Bonds by the City to pay the costs of the Project will be in furtherance of the public purposes set forth in the Act.

Section 2 – Approval of Plan. City Council hereby approves the Plan for Industrial Development Project attached hereto and incorporated herein by this reference as “Exhibit A,” in accordance with Section 100.050 of the Act.

Section 3 – Authorization and Sale of the Bonds. The City is hereby authorized to issue and sell its Taxable Industrial Development Revenue Bonds (Kraft Heinz Foods Company Project), in an aggregate principal amount not to exceed $48,000,000, for the purpose of providing funds to pay the costs of the Project. The Bonds shall be issued and secured pursuant to the herein authorized Trust Indenture and shall bear such date, shall mature at such time, shall be in such denominations, shall bear interest at such rate (not to exceed 5.00 percent), shall be in such form, shall be subject to redemption, shall have such other terms and provisions, shall be issued, executed and delivered in such manner and shall be subject to such provisions, covenants and agreements as are specified in the Trust Indenture upon the execution thereof, and the signatures of the officers of the City executing the Trust Indenture shall constitute conclusive evidence of their approval and the City’s approval thereof. The sale of the Bonds to the Company is hereby approved.

Section 4 – Limited Obligations. The Bonds and the interest thereon shall be limited obligations of the City payable solely out of the payments, revenues and receipts derived by the City from the herein authorized Lease Agreement, and such payments, revenues and receipts shall be pledged and assigned to the Trustee as security for the payment of the Bonds as provided in the Trust Indenture. The Bonds and interest thereon shall not be deemed to constitute a debt or liability of the City within the meaning of any constitutional provision, statutory limitation or City Charter provision and shall not constitute a pledge of the full faith and credit of the City. The issuance of the Bonds shall not, directly, indirectly or contingently, obligate the City to levy any form of taxation therefore or to make any appropriation for their payment.

Section 5 – Approval and Authorization of Documents. The following documents (the "City Documents") are hereby approved in substantially the forms presented to the Council at this meeting (copies of which documents shall be filed in the records of the City), and the City is hereby authorized to execute and deliver the City Documents with such changes therein as shall be approved by the officials of the City executing such documents, such officials' signatures thereon being conclusive evidence of their approval thereof:

(a) Trust Indenture, which is attached hereto and incorporated herein by this reference as "Exhibit B," dated as of the date set forth therein (the "Trust Indenture"), between the City and the bond trustee named therein (the "Trustee"), pursuant to which the Bonds shall be issued and the City shall pledge and assign the payments, revenues and receipts received pursuant to the Lease Agreement to the Trustee for the benefit and security of the owners of the Bonds upon the terms and conditions as set forth in the Trust Indenture;

(b) Lease Agreement, which is attached hereto and incorporated herein by this reference as "Exhibit C," dated as of the date set forth therein (the "Lease Agreement"), between the City and the Company, under which the City will provide funds for the purchase and installation of the Project and lease the Project to the Company pursuant to the terms and conditions in the Lease Agreement, in consideration of rental payments by the Company which will be sufficient to pay the principal of, premium, if any, and interest on the Bonds;

(c) Bond Purchase Agreement, which is attached hereto and incorporated herein by this reference as "Exhibit D," dated as of the date set forth therein, between the City and the Company, pursuant to which the Company agrees to purchase the Bonds; and

(d) Performance Agreement, which is attached hereto and incorporated herein by this reference as "Exhibit E," dated as of the date set forth therein, between the City and the Company, pursuant to which the City has granted the Company certain rights with respect to the abatement of ad valorem personal property taxes on the Project in consideration for the Company's

agreement to maintain a certain level of employment at the Project site.

Section 6 – Execution of Documents. The City is hereby authorized to enter into and the Mayor, City Manager, Director of Finance and City Clerk are hereby authorized and directed to execute and deliver, for and on behalf of and as the act and deed of the City, the City Documents and the Bonds and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

Section 7 – Severability. The sections, paragraphs, sentences, clauses and phrases of this Ordinance shall be severable. In the event that any such section, paragraph, sentence, clause or phrase of this Ordinance is found by a court of competent jurisdiction to be invalid, the remaining portions of this Ordinance are valid, unless the court finds the valid portions of the Ordinance are so essential to and inseparably connected with and dependent upon the void portion that it cannot be presumed that City Council has enacted the valid portions without the void ones, or unless the court finds that the valid portions, standing alone, are incomplete and are incapable of being executed in accordance with the legislative intent.

Section 8 – Further Authority. The officers of the City, including the Mayor, the City Manager, the Director of Finance and the City Clerk, are hereby authorized and directed to execute all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of this Ordinance and to make ministerial alterations, changes or additions in the foregoing agreements, statements, instruments and other documents herein approved, authorized and confirmed which they may approve, and the execution or taking of such action shall be conclusive evidence of such necessity or advisability.

Section 9 – Governing Law. This Ordinance shall be governed exclusively by and construed in accordance with the applicable laws of the State of Missouri.

Section 10 – Effective Date. This Ordinance shall take effect and be in full force from and after the date of its passage by the City Council.

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 2020-139

FILED: 06-09-20

ORIGINATING DEPARTMENT: Planning and Development

PURPOSE: Authorizing a plan for an industrial development project for Kraft Heinz Foods Company, consisting of the acquisition and installation of new equipment and machinery at the existing plant; and authorizing the City of Springfield, Missouri, to issue its Taxable Industrial Development Revenue Bonds (Kraft Heinz Foods Company Project), in a principal amount not to exceed $48,000,000 and authorizing and approving certain documents and actions in connection therewith.

BACKGROUND INFORMATION: The Kraft Heinz Foods Company (the "Company") has been a part of the Springfield community for over 75 years. They began producing processed cheese in 1939 on the second floor of a building on West Mill Street before moving to their current location in 1954. They have expanded their physical plant and production lines several times and now have 780,000 square feet of production and distribution space in Springfield with over 30 production lines.

The Springfield plant produces several hundred million pounds of product annually, including such popular food items as Kraft Macaroni and Cheese, Velveeta and Kraft and Cracker Barrel Shreds and Chunks. The Springfield Kraft Heinz plant employs approximately 950 employees with an average salary of over $45,000 plus benefits. The total annual salaries and wages for the Springfield Kraft Heinz plant are approximately $68 million. Annual turnover is less than four percent and the average term of service is 14 years. Kraft Heinz is active in the community, donating to nonprofit organizations focused on fighting hunger and promoting healthy lifestyles.

The Company has requested that the City of Springfield issue up to $48 million in industrial revenue bonds pursuant to Sections 100.010 to 100.200, inclusive, of the Revised Statutes of Missouri, as amended (collectively, the "Act") to provide personal property tax abatement related to the installation of new manufacturing lines, new processing equipment for product innovation, and improvements to existing lines and processes (the "Project"). The investment would result in the retention of the existing jobs and payroll at the manufacturing facility.

Chapter 100 RSMo allows local governments to issue bonds to finance industrial development projects and certain types of commercial development for private corporations, partnerships and individuals. Upon issuance of the bonds, the company transfers ownership of the financed equipment to the local government. The bond proceeds are then used to fund the design, purchase, and installation of the project equipment. The company buys the bonds and repays them over a set time period. Once the bonds are completely repaid, the local government conveys title of the site back to the company. Since the equipment property is owned by the local government during the time the bonds are outstanding, the property is exempt from personal property taxes. The bonds are not an obligation of the local government.

In April 2020, City Council passed Resolution 10500, signaling its official intent to issue bonds for the project. City Council also approved an ordinance to enter into a funding agreement with the Company to cover the City's legal expenses related to the bond issue.

REMARKS: An Industrial Development Plan (the "Plan") has been prepared for the Project pursuant to Sections 100.010 to 100.200, inclusive of the Revised Statutes of Missouri, as amended "Attachment 1." Notice of the consideration of the Plan was given to the taxing jurisdictions in accordance with the Act.

The Project will be owned by the City and leased to the Company. The Project (which consists of design, acquisition, and installation expenses) is expected to cost approximately (but not exceed) $48,000,000 and the Bonds will be issued in the not to exceed amount of $48,000,000 to fund the Project.

The Company will purchase the Bonds. Principal and interest on the bonds will be paid solely with revenue derived from rent payments under an equipment lease agreement between the City and the Company. As a result of the City's ownership of the Project, the Project will be exempt from payment of personal property taxes during the entire term of the Lease (which term will end not later than December 31, 2026). The Company will be required to make annual payments in lieu of taxes ("PILOTs") for five years in an amount equal to 25% of the exempted personal property taxes. These PILOTS will be distributed in accordance with local levies. The Company agrees that it will make a PILOT Payment to the City on or before December 31 of each year.

This Ordinance grants a personal property tax exemption that is consistent with adopted City policy as specified in the *Economic Development Incentives Policy Manual.* There are several performance measures included in the project documents, including maintaining at least 950 full-time employees at the Springfield plant and a minimum investment of $25,700,000.

Attached to this Explanation Sheet are the following documents:

"Exhibit A" - Plan for Industrial Development Project
"Exhibit B" - Trust Indenture
"Exhibit C" - Lease Agreement
"Exhibit D" - Bond Purchase Agreement, and
"Exhibit E" - Performance Agreement

REMARKS: Staff recommends approval.

Submitted by:

Sarah Kerner

Sarah Kerner, Economic Development Director

Recommended by:

Mary Lilly Smith, Planning Director

Approved by:

Jason Gage, City Manager

Exhibit A

You have previously received notice of a meeting on June 1, 2020, together with the Plan contained in this notice. The Plan has not been changed. This notice is being provided to inform you that consideration of the Plan has been moved to June 15, 2020.

NOTICE TO TAXING JURISDICTIONS ON ATTACHED LIST

Re: Notice of Public Hearing – Industrial Development Project

On behalf of the City of Springfield, Missouri (the "City"), please find enclosed a copy of a proposed plan for an industrial development project (the "Plan"), which also contains a Cost Benefit Analysis on the affected taxing jurisdictions.

The City anticipates considering an Ordinance to approve the Plan following a public hearing on the Plan at a meeting on June 15, 2020 at 6:30 P.M. at Historic City Hall located at 830 Boonville, Springfield, Missouri, and by electronic means, as described below.

The City invites all affected taxing districts to attend the meeting (whether in person or by electronic means, as described below) and to make oral comments on the proposed Plan to the City or to provide written comments to the City on the Plan prior to the meeting. All comments of the taxing districts will be fairly and duly considered by the City.

A copy of the Plan and Cost Benefit Analysis for the proposed project is enclosed and also will be on file in the office of the City Clerk and will be available for public inspection during normal business hours, to the extent that such offices are open to the public in light of the measures taken by the City to combat the threat of coronavirus infection.

At this point, the City cannot determine whether continued coronavirus concerns will require the meeting to be held partially or completely by electronic means. All taxing districts will be given the opportunity to attend and participate in the meeting and/or to submit comments to the City prior to the date of the meeting. The City will post updates on the method of holding the meeting on its website on the "City Calendar" page, which may be accessed by visiting the main City webpage at https://www.springfieldmo.gov/, selecting the "Government" tab and then the "City Calendar" link. Such updates will appear as an entry for June 15, 2020.

If the City is operating under coronavirus safety restrictions at the time of the meeting, the following procedures will apply:

> You may provide written testimony regarding the Plan. When the information is received it is compiled into a packet of information and sent to all members of City Council. At the meeting when the item is addressed, the City Clerk will state that testimony was received from the following individuals and will be reflected in the minutes. When the minutes are created, the information provided in the written documents will be summarized just as if they were presented at the meeting. Additionally, the original written communication will be maintained with the City Council Meeting documents for the meeting. Comments must be sent to the City Clerk by the Sunday before the meeting (by mail or emailed to acotter@springfieldmo.gov), no later than 5:00 pm to ensure they are incorporated into the packet to be provided to City Council.

If you would like to address City Council in person at the meeting, you must report to the Health Department building located just to the east of Historic City Hall for a brief medical screening, i.e. having your temperature taken and being asked a short series of question, after which you will be directed to the first floor of Historic City Hall. When it is your turn to speak you will address City Council via a computer set up in a conference room signed into the meeting via Zoom. If you decide to come in person, you must sign up with the City Clerk by email at acotter@springfieldmo.gov, no later than 5:00 pm on the Friday before the meeting. City Council adopted this new rule to guarantee our ability to plan for citizens that will be in attendance and ensure safety for citizens, staff, and City Council members.

Any questions should be directed to the office of the City Clerk at (417) 864-1651.

Dated: May 26, 2020

CITY OF SPRINGFIELD, MISSOURI
Busch Municipal Building
840 Boonville Ave., 4th Floor
Springfield, MO 65802

MAILING LIST

City of Springfield Anita Cotter, City Clerk Busch Municipal Building 840 Boonville Ave. Springfield, MO 65802	City of Springfield David Holtmann, Finance Director Busch Municipal Building 840 Boonville Ave. Springfield, MO 65802
Springfield R-12 School District Dr. John Jungmann, Superintendent 1359 E St Louis St. Springfield, MO 65802	Springfield R-12 School District Tim Rosenbury, President 1359 E St Louis St. Springfield, MO 65802
Ozarks Technical Community College Hal Higdon, Chancellor and President 1001 E. Chestnut Expressway Springfield, MO 65802	Ozarks Technical Community College Jennifer Kennally, Board Chair 1001 E. Chestnut Expressway Springfield, MO 65802
Springfield-Greene County Library District Regina Greer Cooper, Executive Director 4653 S. Campbell Ave. Springfield, MO 65810	Greene County, Missouri Harold Bengsch, Commissioner 1443 N Robberson Ave., 10th Floor Springfield, MO 65802
Greene County, Missouri Bob Dixon, Presiding Commissioner 1443 N Robberson Ave., 10th Floor Springfield, MO 65802	Greene County, Missouri John C Russell, Commissioner 1443 N Robberson Ave., 10th Floor Springfield, MO 65802
Greene County Highway Department Rick Artman, Administrator 2065 N Clifton Ave Springfield, MO 65803	Abilities First (County Disability Program) Jan Kraft, Executive Director 3216 S. National Ave. Springfield, MO 65807
Greene County, Missouri Rick Kessinger, Assessor 940 Boonville, Room 37 Springfield, MO 65802	Greene County, Missouri Leah Betts, Collector 940 Boonville, Room 107 Springfield, MO 65802
Missouri Department of Revenue Tax Administration Bureau Harry S Truman State Office Building 301 West High St. Jefferson City, MO 65101	Missouri Director of Revenue, County Tax Section Merchants/Manufacturers Replacement Tax Fund 301 West High Street P.O. Box 453 Jefferson City, MO 65102-0453
Missouri Department of Economic Development Rob Dixon, Director P.O. Box 1157 Jefferson City, MO 65101	Missouri Department of Revenue Blind Pension Fund 221 West High Street Jefferson City, MO 65102
State Tax Commission of Missouri 301 West High Street, Room 840 P.O. Box 146 Jefferson City, MO 65102	Greene County Senior Citizens' Services Fund P.O. Box 9766 Springfield, MO 65801

Chapter 100 Plan for Industrial Development
Kraft Heinz Foods Company

Kraft Heinz Foods Company, a Pennsylvania corporation ("KHFC"), which is a wholly owned subsidiary of The Kraft Heinz Company, is proposing a plan for an industrial development project as described herein to the City of Springfield, Missouri (the "City"), for approval, to be carried out pursuant to Article VI, Section 27(b) of the Missouri Constitution, as amended, and Sections 100.010 to 100.200, inclusive, of the Revised Statutes of Missouri, as amended (the "Act"), as follows:

I. Project Description

KHFC has been a part of the Springfield, Missouri community for nearly 80 years. They began producing processed cheese in 1939 on the second floor of a building on West Mill Street before moving to their current location in 1954. The physical plant and operations capacity have expanded several times. KHFC currently operates a 780,000 square foot production and distribution plant in the City with over 30 production lines (the "Manufacturing Facility"). The Manufacturing Facility produces several hundred million pounds of product annually, including such popular food items as Kraft Macaroni and Cheese, Velveeta and Kraft and Cracker Barrel Shreds and Chunks. The Manufacturing Facility employs approximately 950 employees with an average salary, including benefits, of over $68,000, which is approximately 159% of the Greene County average wage. The total annual salaries and wages, including benefits for the Springfield Kraft Heinz plant are approximately $68 million. Annual turnover is less than 4 percent and the average term of service is 14 years. Kraft Heinz is active in the community, donating to nonprofit organizations focused on fighting hunger and promoting healthy lifestyles.

KHFC is proposing to invest up to $48,000,000 into the Manufacturing Facility over the next 5 years to expand manufacturing capacity. This investment is comprised of the acquisition of certain manufacturing equipment and machinery, and related soft costs (collectively, the "Project"). KHFC is requesting that the City provide personal property tax abatement of 75% for 5 years on said new equipment and machinery, which is to be installed at the Manufacturing Facility. This is consistent with the City's adopted policy. The Project positions the Manufacturing Facility to modernize, improve existing manufacturing lines, and expand capacity, to meet the growing consumer demand for existing and new products, and maintain a strong presence in the Springfield community. The Project will not result in the addition of new jobs, but the capital investment will support the retention of the existing jobs at the facility and help protect the long-term viability and competitiveness of the Manufacturing Facility.

KHFC agrees to employ at least 950 full-time employees at the Manufacturing Facility and maintain this employment level throughout the term of the Lease (defined below). If total employment falls below this threshold, an additional payment in lieu of tax will be required (see Section VIII below). The amount of this additional payment will be calculated in

accordance with the Performance Agreement (the "Performance Agreement"), between the City and KHFC.

II. Proposed Investment

KHFC estimates that the investment in the proposed Project will be up to $48,000,000 over a 5-year investment period, with a minimum investment of $24,000,000 over 5 years. The cost-benefit analysis attached as **Exhibit 1**, as prepared by Incentis Group, LLC, is based on the estimated value of the personal property to be installed as part of the Project.

III. Source of Funds to be Expended for the Project

The source of funds to be expended for the Project will be proceeds of the sale of taxable industrial development revenue bonds to be issued by the City (the "Bonds"). The Bonds shall be issued upon such terms, in such amounts, and at such time as shall be satisfactory to the City and KHFC. Pursuant to Ordinance No. 10259 adopted by the City on April 20, 2020, the City set forth its intent, subject to the satisfaction of certain conditions, to issue the Bonds in an amount not to exceed $48,000,000. This investment amount was used to estimate the PILOT Payment schedule (see **Exhibit 1**) for the purpose of this Plan. The actual PILOT Payments will be calculated based on the actual taxable cost of the investment. This ensures that the PILOT Payments reflect the actual value of the personal property acquired and installed and avoids the need for amendments to the Plan and Performance Agreement should the actual investment vary from the estimated figures set forth in this Plan. It is agreed that the maximum value of taxable personal property to be financed with the proceeds of the Bonds is $48,000,000. KHFC will submit draw requests to the named trustee for the Bonds (the "Trustee"), complete with proof of purchase and total equipment cost for up to 5 years. Upon receipt of the draw documents, the Trustee will notate that the Bonds have been funded in the amount equal to the total cost of the personal property acquired and installed in the Project (as set forth in the draw documents), and the City will take title to said personal property. The year following the year in which the first investment occurs will begin the five-year period of tax abatement. The City and KHFC will enter into the Performance Agreement which contractually obligates KHFC to calculate the PILOT Payments as described in this section (and Section VIII below) and obligates KHFC to pay the PILOT Payments for each year the personal property tax abatement is provided. It is expected that the personal property will be placed in service from 2020 through 2024 (although delays may cause this to be 2021 through 2025) and that the abatement period for said personal property will run from 2021 through 2025 (or from 2022 through 2026 if the first personal property acquired is not placed into service until 2021).

IV. Terms Upon Which the Facilities to be Provided by the Project are to be Leased or Otherwise Disposed of by the Municipality

The personal property purchased with the Bond proceeds will be owned by the City (upon acquisition by KHFC) and leased back to KHFC under a Lease Agreement (the "Lease"). The Bonds will be repaid solely by KHFC pursuant to the terms of the Lease which will provide that the rental payments will be equal to the principal and interest payments payable on the Bonds in order that the Bonds will be repaid in full. KHFC will have the option to purchase the Project

at any time and will have the obligation to purchase the Project at the termination of the Lease. The term of the Lease will end in the final year of the tax abatement provided (either December 31, 2025 or December 31, 2026).

V. Taxing Districts Affected by the Project

The proposed Project impacts the following taxing districts:

- City of Springfield
- Springfield-Green County Library District
- Ozarks Technical College
- Greene County General
- Greene County Road and Bridge
- State of Missouri
- Sheltered Workshop
- Senior Services
- Springfield R-12 School District

The Surtax is not assessed on personal property; therefore, it is not impacted by the requested abatement. There is no ambulance district board operating under chapter 190 or fire protection district board operating under chapter 321 that is affected by this Project.

VI. Assessed Valuation

The proposed Project includes new personal property that will be purchased upon issuance of the Bonds. As such, the most recent assessed valuation associated with the Project is $0.00. Because there is no existing assessed evaluation of the Project, all of the taxes shown in the tables attached hereto are new, incremental taxes to be generated by the Project. The assessed valuation of the Project after all personal property is installed is estimated to be $4,838,011.

VII. Cost/Benefit Analysis on Taxing Districts

The analysis of the costs and benefits of the Project on each taxing district can be found in **Exhibit 1**. The information contained in this document summarizes the preliminary estimate of personal property taxes that the proposed Project may generate in the City. The tax abatement and PILOT Payment estimates used in this Plan are based upon our understanding of the proposed Project parameters, information provided by KHFC, and the reasonable assumptions as outlined in **Exhibit 1**. The actual outcomes may vary from the estimates set forth in **Exhibit 1**. Incentis Group does not guarantee that actual outcomes resulting from the proposed Project being undertaken will equal or be similar to the estimates provided by this Plan.

VIII. Payments in Lieu of Taxes ("PILOT Payments")

KHFC will be required to make annual PILOT Payments on the Project for each of the 5 years that the tax abatement is in effect (2021 or 2022 through 2025 or 2026, depending on Project implementation). The PILOT Payments will equal 25% of the amounts that would otherwise be payable to each taxing jurisdiction if the Project were not owned by the City. The attached

tables include an estimate of the annual PILOT Payments. Actual PILOT Payments will be calculated as described in Section III above. PILOT payments will be made by KHFC to the City and then remitted by the City to taxing districts as described in Section 100.050 of the Act.

Exhibit 1 - Cost-Benefit Analysis on Taxing Districts
Industrial Development Plan for Kraft Heinz Foods Company

Exhibit Assumptions

MODEL ASSUMPTIONS

The information contained in this document summarizes preliminary estimates of PILOT Payments that the proposed project may generate in Springfield, Missouri.
The tax, abatement, and PILOT estimates used in this Analysis are based upon our understanding of the proposed project parameters, information provided by KHFC, and reasonable assumptions as outlined below.

Incentis Group does not guarantee that actual outcomes resulting from the proposed project being undertaken will equal or be similar to the estimates provided by this Analysis.

This Analysis should not be used to replace tax planning regarding the proposed project and future operations nor be relied upon for tax planning purposes.

Requested Industrial Development Bonds: amount not to exceed $48,000,000

Year	Total Cost of Equipment	Intangible (Non-Taxable)	Taxable Cost of Equipment
2021	$13,000,000	$3,510,000	$9,490,000
2022	$8,750,000	$2,362,500	$6,387,500
2023	$8,750,000	$2,362,500	$6,387,500
2024	$8,750,000	$2,362,500	$6,387,500
2025	$8,750,000	$2,362,500	$6,387,500
Total	$48,000,000	$12,960,000	$35,040,000

This exhibits assumes an abatement of 75% for 5 years on taxes generated by the proposed investment in personal property

The estimated personal property taxes generated by the proposed project were generated using the following methodology.
Value of Investment in Taxable Equipment*Depreciation* Assessment Ratio = Assessed Value
2019 Tax Rates as provided by Greene County(https://greenecountymo.gov/collector/levies.php)
Assessed Value * Tax Rate = Incremental Tax

Investment in Equipment: $48,000,000
Our model uses the 7-year recovery period depreciation schedule based on the 2019 Greene County Business/Personal Property Assessment Form Instructions provided by the Greene County Assessor's Office.

The assessment ratio and the tax rates from 2019 were used in our calculations, and held constant (in our calculations) through the 2025 tax year. Note, the actual rate will likely change during the 5-year term and the PILOT Payments will be calculated using the actual tax rates annually.

Tax Millage by Jurisdiction		**Tax Rate**
City of Springfield	0.6129	0.6129%
Springfield-Green County Library	0.2413	0.2413%
Ozarks Technical College/Vocational	0.199	0.1990%
Green County General	0.1177	0.1177%
Green County Road & Bridge	0.1177	0.1177%
State of Missouri	0.03	0.0300%
County Developmental Disability Programs/Sheltered Workshop	0.0463	0.0463%
Senior Services	0.0489	0.0489%
Springfield R-12	4.1361	4.1361%
Surtax*	N/A	0.0000%
Total Tax Rate	5.5499	5.5499%

*Surtax is not assessed on personal property

Assessment Ratio (Enterprise Zone) 25%

Table 1

Kraft Heinz Foods Company
Proposed Springfield Expansion Project

TABLE 1: Estimated Tax Impact of the Proposed Project (Personal Property)

Taxing District	*Tax Levy*	*% of Total Levy*	*Incremental Tax Revenue Generated by Proposed Project (Before Abatement)*	*% of Abatement*	*Incremental Taxes Abated on Proposed Project*	*Incremental PILOT Payment from Proposed Project (NET GAIN to Jurisdictions)*
City of Springfield	0.6129	11.04%	$112,436	75%	$84,327	$28,109
Springfield-Green County Library	0.2413	4.35%	$44,266	75%	$33,200	$11,067
Ozarks Technical College/Vocational	0.199	3.59%	$36,506	75%	$27,380	$9,127
Green County General	0.1177	2.12%	$21,592	75%	$16,194	$5,398
Green County Road & Bridge	0.1177	2.12%	$21,592	75%	$16,194	$5,398
State of Missouri	0.03	0.54%	$5,503	75%	$4,128	$1,376
County Developmental Disability Programs/Sheltered	0.0463	0.83%	$8,494	75%	$6,370	$2,123
Senior Services	0.0489	0.88%	$8,971	75%	$6,728	$2,243
Springfield R-12	4.1361	74.53%	$758,763	75%	$569,072	$189,691
Surtax	0	0.00%	$0	0%	$0	$0
Total	5.5499	100.00%	$1,018,123		$763,592	$254,531

Table 2

Kraft Heinz Foods Company
Proposed Springfield Expansion Project

TABLE 2: Estimated Property Tax Increment

Total Annual Taxes without Abatement	*Tax Levy*	*% of Total Levy*	Year 1	Year 2	Year 3	Year 4	Year 5	Total
Depreciated Value			$8,473,621	$12,361,583	$15,416,706	$17,775,610	$19,352,045	
Assessment %			25%	25%	25%	25%	25%	
Assessed Property Value			$2,118,405	$3,090,396	$3,854,176	$4,443,902	$4,838,011	
City of Springfield	0.6129	11.04%	$ 12,984	$ 18,941	$ 23,622	$ 27,237	$ 29,652	$ 112,436
Springfield-Green County Library	0.2413	4.35%	$ 5,112	$ 7,457	$ 9,300	$ 10,723	$ 11,674	$ 44,266
Ozarks Technical College/Vocational	0.199	3.59%	$ 4,216	$ 6,150	$ 7,670	$ 8,843	$ 9,628	$ 36,506
Green County General	0.1177	2.12%	$ 2,493	$ 3,637	$ 4,536	$ 5,230	$ 5,694	$ 21,592
Green County Road & Bridge	0.1177	2.12%	$ 2,493	$ 3,637	$ 4,536	$ 5,230	$ 5,694	$ 21,592
State of Missouri	0.03	0.54%	$ 636	$ 927	$ 1,156	$ 1,333	$ 1,451	$ 5,503
County Developmental Disability Programs/S	0.0463	0.83%	$ 981	$ 1,431	$ 1,784	$ 2,058	$ 2,240	$ 8,494
Senior Services	0.0489	0.88%	$ 1,036	$ 1,511	$ 1,885	$ 2,173	$ 2,366	$ 8,971
Springfield R-12	4.1361	74.53%	$ 87,619	$ 127,822	$ 159,413	$ 183,804	$ 200,105	$ 758,763
Surtax	0	0.00%	$ -	$ -	$ -	$ -	$ -	$ -
Total Annual Taxes without Abatement	**5.5499**	**100%**	**$117,569**	**$171,514**	**$213,903**	**$246,632**	**$268,505**	**$1,018,123**

PILOT Payments	*Tax Levy*	*% of Total Levy*	Year 1	Year 2	Year 3	Year 4	Year 5	Total
Depreciated Value			$8,473,621	$12,361,583	$15,416,706	$17,775,610	$19,352,045	
Assessment %			25%	25%	25%	25%	25%	
Assessed Property Value			$2,118,405	$3,090,396	$3,854,176	$4,443,902	$4,838,011	
City of Springfield	0.6129	11.04%	$ 3,246	$ 4,735	$ 5,906	$ 6,809	$ 7,413	$ 28,109
Springfield-Green County Library	0.2413	4.35%	$ 1,278	$ 1,864	$ 2,325	$ 2,681	$ 2,919	$ 11,067
Ozarks Technical College/Vocational	0.199	3.59%	$ 1,054	$ 1,537	$ 1,917	$ 2,211	$ 2,407	$ 9,127
Green County General	0.1177	2.12%	$ 623	$ 909	$ 1,134	$ 1,308	$ 1,424	$ 5,398
Green County Road & Bridge	0.1177	2.12%	$ 623	$ 909	$ 1,134	$ 1,308	$ 1,424	$ 5,398
State of Missouri	0.03	0.54%	$ 159	$ 232	$ 289	$ 333	$ 363	$ 1,376
County Developmental Disability Programs/S	0.0463	0.83%	$ 245	$ 358	$ 446	$ 514	$ 560	$ 2,123
Senior Services	0.0489	0.88%	$ 259	$ 378	$ 471	$ 543	$ 591	$ 2,243
Springfield R-12	4.1361	74.53%	$ 21,905	$ 31,955	$ 39,853	$ 45,951	$ 50,026	$ 189,691
Surtax	0	0.00%	$ -	$ -	$ -	$ -	$ -	$ -
Total PILOT Payments	**5.5499**	**100%**	**$29,392**	**$42,878**	**$53,476**	**$61,658**	**$67,126**	**$254,531**

Taxes Abated	*Tax Levy*	*% of Total Levy*	Year 1	Year 2	Year 3	Year 4	Year 5	Total
Depreciated Value			$8,473,621	$12,361,583	$15,416,706	$17,775,610	$19,352,045	
Assessment %			25%	25%	25%	25%	25%	
Assessed Property Value			$2,118,405	$3,090,396	$3,854,176	$4,443,902	$4,838,011	
City of Springfield	0.6129	11.04%	$ 9,738	$ 14,206	$ 17,717	$ 20,428	$ 22,239	$ 84,327
Springfield-Green County Library	0.2413	4.35%	$ 3,834	$ 5,593	$ 6,975	$ 8,042	$ 8,756	$ 33,200
Ozarks Technical College/Vocational	0.199	3.59%	$ 3,162	$ 4,612	$ 5,752	$ 6,633	$ 7,221	$ 27,380
Green County General	0.1177	2.12%	$ 1,870	$ 2,728	$ 3,402	$ 3,923	$ 4,271	$ 16,194
Green County Road & Bridge	0.1177	2.12%	$ 1,870	$ 2,728	$ 3,402	$ 3,923	$ 4,271	$ 16,194
State of Missouri	0.03	0.54%	$ 477	$ 695	$ 867	$ 1,000	$ 1,089	$ 4,128
County Developmental Disability Programs/S	0.0463	0.83%	$ 736	$ 1,073	$ 1,338	$ 1,543	$ 1,680	$ 6,370
Senior Services	0.0489	0.88%	$ 777	$ 1,133	$ 1,414	$ 1,630	$ 1,774	$ 6,728
Springfield R-12	4.1361	74.53%	$ 65,715	$ 95,866	$ 119,559	$ 137,853	$ 150,079	$ 569,072
Surtax	0	0.00%	$ -	$ -	$ -	$ -	$ -	$ -
Total Taxes Abated	**5.5499**	**100%**	**$88,177**	**$128,635**	**$160,427**	**$184,974**	**$201,379**	**$763,592**

Taxable Valuation Calculation	**Year 1**	**Year 2**	**Year 3**	**Year 4**	**Year 5**
Year 1 Investment (Taxable Cost)	$ 9,490,000	$ 9,490,000	$ 9,490,000	$ 9,490,000	$ 9,490,000
Depreciation	89.29%	70.16%	55.13%	42.88%	30.63%
Year 1 Investment Depreciated Value	**$ 8,473,621**	**$ 6,658,184**	**$ 5,231,837**	**$ 4,069,312**	**$ 2,906,787**
Year 2 Investment (Taxable Cost)		$ 6,387,500	$ 6,387,500	$ 6,387,500	$ 6,387,500
Depreciation		89.29%	70.16%	55.13%	42.88%
Year 2 Investment Depreciated Value		**$ 5,703,399**	**$ 4,481,470**	**$ 3,521,429**	**$ 2,738,960**
Year 3 Investment (Taxable Cost)			$ 6,387,500	$ 6,387,500	$ 6,387,500
Depreciation			89.29%	70.16%	55.13%
Year 3 Investment Depreciated Value			**$ 5,703,399**	**$ 4,481,470**	**$ 3,521,429**
Year 4 Investment (Taxable Cost)				$ 6,387,500	$ 6,387,500
Depreciation				89.29%	70.16%
Year 4 Investment Depreciated Value				**$ 5,703,399**	**$ 4,481,470**
Year 5 Investment (Taxable Cost)					$ 6,387,500
Depreciation					89.29%
Year 5 Investment Depreciated Value					**$ 5,703,399**
Total Taxable Value	**$ 8,473,621**	**$ 12,361,583**	**$ 15,416,706**	**$ 17,775,610**	**$ 19,352,045**

Exhibit B

CITY OF SPRINGFIELD, MISSOURI,
the City,

AND

BOKF, N.A.,
as Trustee

TRUST INDENTURE

Dated as of July 1, 2020

Relating to:

$48,000,000
(Aggregate Maximum Principal Amount)
City of Springfield, Missouri
Taxable Industrial Development Revenue Bonds
(Kraft Heinz Foods Company Project)
Series 2020

TRUST INDENTURE

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TRUST INDENTURE

THIS TRUST INDENTURE dated as of July 1, 2020, is between the **CITY OF SPRINGFIELD, MISSOURI,** a constitutional home rule charter city and municipal corporation organized and existing under the laws of the State of Missouri (the **"City"**), and **BOKF, N.A.**, a national banking association duly organized and existing and authorized to accept and execute trusts of the character herein set forth under the laws of the United States of America, with a corporate trust office located in the City of Kansas City, Missouri, as Trustee (the **"Trustee"**);

RECITALS:

1. The City is authorized and empowered pursuant to the provisions of Article VI, Section 27(b) of the Missouri Constitution and Sections 100.010 through 100.200, inclusive, of the Revised Statutes of Missouri, as amended (collectively, the **"Act"**), to purchase, construct, extend and improve certain projects (as defined in Section 100.010 of the Revised Statutes of Missouri, as amended) and to issue industrial development revenue bonds for the purpose of providing funds to pay the costs of such projects and to lease or otherwise dispose of such projects to private persons or businesses for manufacturing, commercial, research and development, warehousing and industrial development purposes upon such terms and conditions as the City shall deem advisable.

2. Pursuant to the Act, the City Council of the City gave notice to the affected taxing jurisdictions in accordance with Section 100.059.1 of the Act regarding the financing of the costs of a project for Kraft Heinz Foods Company, a Pennsylvania limited liability company (the **"Company"**), consisting of the acquisition and installation of new equipment and machinery (collectively, the **"Project,"** as more fully described on **Exhibit B** hereto) at the Company's existing manufacturing facility located on certain real property in the City (the **"Project Site,"** as more fully described on **Exhibit A** hereto), out of the proceeds of industrial development revenue bonds to be issued under the Act.

3. Following such notice to affected taxing jurisdictions and a public hearing, the City Council of the City passed Special Ordinance No. _____ (the **"Ordinance"**) on June ___, 2020, approving a plan for the Company's economic development project to be financed through the issuance of $48,000,000 maximum aggregate principal amount of Taxable Industrial Development Revenue Bonds (Kraft Heinz Foods Company Project), Series 2020 (the "**Series 2020 Bonds**").

4**.** Pursuant to the Ordinance, the City is authorized to execute and deliver (a) this Trust Indenture for the purpose of issuing and securing the Bonds, (b) the Lease Agreement with the Company, as lessee, under which the City, as lessor, will acquire and equip the Project and will lease the Project to the Company, in consideration of rentals which will be sufficient to pay the principal of and interest on the Bonds, and (c) the Performance Agreement for the purpose of setting forth the terms and conditions of the Project's exemption from *ad valorem* personal property taxes and certain payments in lieu of taxes to be made by the Company with respect to the Project.

5. All things necessary to make the Bonds, when authenticated by the Trustee and issued as in this Indenture provided, the valid and legally binding obligations of the City, and to constitute this Indenture a valid and legally binding pledge and assignment of the Trust Estate herein made for the security of the payment of the principal of and interest on the Bonds, have been done and performed, and the execution and delivery of this Indenture and the execution and issuance of the Bonds, subject to the terms hereof, have in all respects been duly authorized.

NOW, THEREFORE, THIS TRUST INDENTURE WITNESSETH:

GRANTING CLAUSES

That the City, in consideration of the premises, the acceptance by the Trustee of the trusts hereby created, the purchase and acceptance of the Bonds by the Owners thereof, and of other good and valuable consideration, the receipt of which is hereby acknowledged, and in order to secure the payment of the principal of and interest on all of the Bonds issued and Outstanding under this Indenture from time to time according to their tenor and effect, and to secure the performance and observance by the City of all the covenants, agreements and conditions herein and in the Bonds contained, does hereby pledge and assign to the Trustee and its successors and assigns until this Indenture has been satisfied and discharged, the property described in paragraphs (a), (b) and (c) below (said property being herein referred to as the **"Trust Estate"**), to-wit:

(a) All right, title and interest in and to the Project together with the tenements, hereditaments, appurtenances, rights, easements, privileges and immunities thereunto belonging or appertaining and, to the extent permissible, all permits, certificates, approvals and authorizations;

(b) All right, title and interest of the City in, to and under the Lease (excluding the City's right to receive moneys for its own account and the City's rights to indemnification or to be protected from liabilities by insurance policies required by the Lease, as provided therein or herein), and all rents, revenues and receipts derived by the City from the Project including, without limitation, all rentals and other amounts to be received by the City and paid by the Company under and pursuant to and subject to the provisions of the Lease; and

(c) All moneys and securities from time to time held by or now or hereafter required to be paid to the Trustee under the terms of this Indenture, and any and all other real or personal property of every kind and nature from time to time hereafter, by delivery or by writing of any kind, pledged, assigned or transferred as and for additional security hereunder by the City or by anyone in its behalf, or with its written consent, to the Trustee, which is hereby authorized to receive any and all such property at any and all times and to hold and apply the same subject to the terms hereof.

TO HAVE AND TO HOLD, all and singular, the Trust Estate with all rights and privileges hereby pledged and assigned or agreed or intended so to be, to the Trustee and its successors and assigns forever;

IN TRUST NEVERTHELESS, upon the terms and subject to the conditions herein set forth, for the equal and proportionate benefit, protection and security of all Owners from time to time of the Bonds Outstanding under this Indenture, without preference, priority or distinction as to lien or otherwise of any of the Bonds over any other of the Bonds except as expressly provided in or permitted by this Indenture;

PROVIDED, HOWEVER, that if the City pays, or causes to be paid, the principal of and interest on the Bonds, at the time and in the manner mentioned in the Bonds, according to the true intent and meaning thereof, or provides for the payment thereof (as provided in **Article XIII** hereof), and pays or causes to be paid to the Trustee all other sums of money due or to become due to it in accordance with the terms and provisions hereof, then upon such final payments this Indenture and the rights thereby granted shall cease, determine and be void; otherwise, this Indenture shall be and remain in full force and effect.

THIS INDENTURE FURTHER WITNESSETH, and it is hereby expressly declared, covenanted and agreed by and between the parties hereto, that all Bonds issued and secured hereunder are to be issued, authenticated and delivered and that all the Trust Estate is to be held and applied under, upon and subject to the terms, conditions, stipulations, covenants, agreements, trusts, uses and purposes as

hereinafter expressed, and the City does hereby agree and covenant with the Trustee and with the respective Owners from time to time, as follows:

ARTICLE I

DEFINITIONS

Section 101. Definitions of Words and Terms. In addition to words and terms defined in the Lease and in the Performance Agreement, which definitions shall be deemed to be incorporated herein, and terms defined elsewhere in this Indenture, the following words and terms as used in this Indenture shall have the following meanings, unless some other meaning is plainly intended:

"Act" means, collectively, Article VI, Section 27(b) of the Missouri Constitution, as amended, and Sections 100.010 through 100.200 of the Revised Statutes of Missouri, as amended.

"Additional Bonds" means any additional parity bonds issued pursuant to **Section 209** of this Indenture.

"Additional Rent" means the additional rental described in **Section 5.2** of the Lease.

"Authorized City Representative" means the Mayor, the City Manager, the City Clerk or such other person at the time designated to act on behalf of the City as evidenced by written certificate furnished to the Company and the Trustee containing the specimen signature of such person and signed on behalf of the City by its Mayor or City Manager. Such certificate may designate an alternate or alternates each of whom shall be entitled to perform all duties of the Authorized City Representative.

"Authorized Company Representative" means the person at the time designated to act on behalf of the Company as evidenced by written certificate furnished to the City and the Trustee containing the specimen signature of such person and signed on behalf of the Company by authorized officers. Such certificate may designate an alternate or alternates each of whom shall be entitled to perform all duties of the Authorized Company Representative.

"Basic Rent" means the rental described in **Section 5.1** of the Lease.

"Bond" or **"Bonds"** means the Taxable Industrial Development Revenue Bonds (Kraft Heinz Foods Company Project), issued, authenticated and delivered under and pursuant to this Indenture, including an initial series of Taxable Industrial Development Revenue Bonds (Kraft Heinz Foods Company Project), Series 2020, in the maximum aggregate principal amount of $48,000,000 and, upon the issuance of any Additional Bonds pursuant to **Section 209** of this Indenture, the term "Bonds" shall include such Additional Bonds.

"Bond Fund" means the "City of Springfield, Missouri, Bond Fund -- Kraft Heinz Foods Company" created in **Section 601** of this Indenture.

"Bond Purchase Agreement" means the agreement by that name with respect to the Bonds by and between the City and the Purchaser.

"Business Day" means any day other than a Saturday or Sunday or legal holiday or a day on which banks located in the city in which the principal corporate trust office or the principal payment office of the Trustee are required or authorized by law to remain closed.

"City" means the City of Springfield, Missouri, a constitutional home rule charter city and a municipal corporation organized and existing under the laws of the State of Missouri, and its successors and assigns.

"Closing Date" means the date identified in the Bond Purchase Agreement for the initial issuance and delivery of the Bonds.

"Closing Price" means the amount specified in writing by the Purchaser and agreed to by the City as the amount required to pay for the initial issuance of the Bonds on the Closing Date.

"Company" means Kraft Heinz Foods Company, a Pennsylvania limited liability company, and its successors or assigns.

"Costs of Issuance Fund" means the "City of Springfield, Missouri, Costs of Issuance Fund -- Kraft Heinz Foods Company" created in **Section 501** of this Indenture.

"Cumulative Outstanding Principal Amount" means the aggregate principal amount of all Series 2020 Bonds outstanding under the provisions of this Indenture, not to exceed $48,000,000, and any Additional Bonds issued hereunder, as reflected in the records maintained by the Trustee as provided in the Bonds and this Indenture.

"Event of Default" means, with respect to this Indenture, any Event of Default as defined in **Section 901** hereof and, with respect to the Lease, any Event of Default as described in **Section 12.1** of the Lease.

"Government Securities" means direct obligations of, or obligations the payment of principal of and interest on which are unconditionally guaranteed by, the United States of America.

"Indenture" means this Trust Indenture, as from time to time amended and supplemented by Supplemental Indentures in accordance with the provisions of **Article XI** hereof.

"Investment Securities" means any of the following securities:

(a) Government Securities;

(b) obligations of the Government National Mortgage Association, the Federal Financing Bank, the Federal Intermediate Credit Corporation, Federal Banks for Cooperatives, Federal Land Banks and the Farmers Home Administration;

(c) direct and general obligations of any state of the United States of America, to the payment of the principal of and interest on which the full faith and credit of such state is pledged, provided that at the time of their purchase under this Indenture such obligations are rated in either of the two highest rating categories by a nationally-recognized bond rating agency;

(d) certificates of deposit, whether negotiable or nonnegotiable, issued by any bank or trust company organized under the laws of any state of the United States of America or any national banking association (including the Trustee or any of its affiliates), provided that such certificates of deposit shall be either (1) continuously and fully insured by the Federal Deposit Insurance Corporation, or (2) continuously and fully secured by such securities as are described above in clauses (a) through (c), inclusive, which shall have a market value at all times at least equal to the principal amount of such certificates of deposit and shall be deposited with the Trustee or a

custodian bank, trust company or national banking association. The bank, trust company or national banking association holding each such certificate of deposit required to be so secured shall furnish the Trustee written evidence satisfactory to it that the aggregate market value of all such obligations securing each such certificate of deposit will at all times be an amount at least equal to the principal amount of each such certificate of deposit and the Trustee shall be entitled to rely on each such undertaking;

(e) shares of a fund registered under the Investment Company Act of 1940, as amended, whose shares are registered under the Securities Act of 1933, as amended, having assets of at least $100,000,000, and which shares, at the time of purchase, are rated by Standard & Poor's and Moody's in one of the two highest rating categories (without regard to any refinements or gradation of rating category by numerical modifier or otherwise) assigned by such rating agencies for obligations of that nature; or

(f) any other investment approved in writing by the Authorized City Representative and the Owners of all of the Outstanding Bonds.

"Lease" means the Lease Agreement dated as of July 1, 2020, between the City, as lessor, and the Company, as lessee, as from time to time amended and supplemented by Supplemental Leases in accordance with the provisions thereof and of **Article XII** of this Indenture.

"Lease Term" means the period from the effective date of the Lease until the expiration thereof pursuant to **Section 3.2** of the Lease.

"Outstanding," when used with reference to Bonds, means, as of a particular date, all Bonds theretofore authenticated and delivered, except:

(a) Bonds theretofore cancelled by the Trustee or delivered to the Trustee for cancellation;

(b) Bonds deemed to be paid in accordance with the provisions of **Section 1302** hereof; and

(c) Bonds in exchange for, or in lieu of other Bonds, which other Bonds have been authenticated and delivered pursuant to this Indenture.

"Owner" or **"Bondowner"** means the registered owner of any Bond as recorded on the bond registration records maintained by the Trustee.

"Paying Agent" means the Trustee and any other bank or trust company designated by this Indenture as paying agent for the Bonds at which the principal of or interest on the Bonds shall be payable.

"Payment Date" means the date on which principal of or interest on any Bond is payable, which shall be December 1 of each year that the Bonds are Outstanding.

"Performance Agreement" means the Performance Agreement dated as of July 1, 2020, between the City and the Company, as amended and supplemented from time to time.

"Person" means an individual, partnership, corporation, business trust, joint stock company, limited liability company, bank, insurance company, unincorporated association, joint venture or other entity of whatever nature.

"Project" means all items of equipment or other personal property acquired or installed on the Project Site pursuant to **Article IV** of the Lease and paid for, or reimbursed, in whole or in part from the proceeds of Bonds, as described in **Exhibit B** attached hereto and by this reference made a part hereof, and all replacements thereof and substitutions therefor which, pursuant to **Section 8.2** of the Lease, constitute part of the Project.

"Project Costs" means all costs of acquisition and installation of the Project including the following:

(a) all costs and expenses necessary or incident to the acquisition and installation of the Project on the Project Site, which the Company conveys to the City;

(b) fees and expenses of architects, appraisers, surveyors and engineers for estimates, surveys, soil borings and soil tests and other preliminary investigations and items necessary to the commencement of installation, preparation of plans, drawings and specifications and supervision of installation, as well as for the performance of all other duties of professionals and consultants in relation to the acquisition and installation of the Project or the issuance of the Bonds;

(c) all costs and expenses of every nature incurred in purchasing and installing the Project, including the actual cost of labor and materials, machinery, furnishings and equipment as payable to contractors, builders and materialmen in connection with the acquisition and installation of the Project, but excluding any real property improvements;

(d) reasonable expenses of administration, supervision and inspection properly chargeable to the Project, legal fees and expenses, fees and expenses of accountants and other consultants, publication and printing expenses, and initial fees and expenses of the Trustee to the extent that said fees and expenses are necessary or incident to the issuance and sale of the Bonds or the acquisition and installation of the Project;

(e) all other items of expense not elsewhere specified in this definition as may be necessary or incident to: (1) the authorization, issuance and sale of the Bonds, including costs of issuance of the Bonds; (2) the acquisition and installation of the Project; and (3) the financing thereof; and

(f) reimbursement to the Company or those acting for it for any of the above enumerated costs and expenses incurred and paid by them before or after the execution of the Lease.

"Project Fund" means the "City of Springfield, Missouri, Project Fund -- Kraft Heinz Foods Company" created in **Section 501** of this Indenture.

"Project Site" means all of the real estate as described in **Exhibit A** attached hereto and by this reference made a part hereof.

"Purchaser" means the entity identified in the Bond Purchase Agreement as the purchaser of the Bonds, and its successors or assigns.

"State" means the State of Missouri.

"Supplemental Indenture" means any indenture supplemental or amendatory to this Indenture entered into by the City and the Trustee pursuant to **Article XI** hereof.

"Supplemental Lease" means any supplement or amendment to the Lease entered into pursuant to **Article XII** hereof.

"Trust Estate" means the Trust Estate described in the Granting Clauses of this Indenture.

"Trustee" means BOKF, N.A., in the City of Kansas City, Missouri, a national banking association organized and existing under the laws of the United States of America, and its successor or successors and any other corporation which at the time may be substituted in its place pursuant to and at the time serving as Trustee under this Indenture.

Section 102. Rules of Interpretation.

(a) Unless the context shall otherwise indicate, the words importing the singular number shall include the plural and vice versa, and words importing Persons shall include firms, associations and corporations, including public bodies, as well as natural Persons.

(b) Wherever in this Indenture it is provided that either party shall or will make any payment or perform or refrain from performing any act or obligation, each such provision shall, even though not so expressed, be construed as an express covenant to make such payment or to perform, or not to perform, as the case may be, such act or obligation.

(c) All references in this instrument to designated "Articles," "Sections" and other subdivisions are, unless otherwise specified, to the designated Articles, Sections and subdivisions of this instrument as originally executed. The words "herein," "hereof," "hereunder" and other words of similar import refer to this Indenture as a whole and not to any particular Article, Section or subdivision.

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

(e) The Table of Contents and the Article and Section headings of this Indenture shall not be treated as a part of this Indenture or as affecting the true meaning of the provisions hereof.

ARTICLE II

THE BONDS

Section 201. Title and Amount of Bonds. No Bonds may be issued under this Indenture except in accordance with the provisions of this Article. The Bonds authorized to be issued under this Indenture shall be designated as "City of Springfield, Missouri, Taxable Industrial Development Revenue Bonds (Kraft Heinz Foods Company Project), Series 2020." The maximum total principal amount of Bonds that may be issued hereunder is hereby expressly limited to $48,000,000 in one or more series of Bonds (except that such maximum total principal amount may be increased in connection with the issuance of Additional Bonds).

Section 202. Nature of Obligation. The Bonds and the interest thereon shall be special obligations of the City payable solely out of the rents, revenues and receipts derived by the City from the Project and the Lease, and not from any other fund or source of the City. The Bonds are secured by a pledge and assignment of the Trust Estate to the Trustee in favor of the Owners, as provided in this Indenture. The Bonds and the interest thereon shall not constitute general obligations of the City, the State or any political

subdivision thereof, and neither the City, the State or related political subdivision thereof shall be liable thereon, and the Bonds shall not constitute an indebtedness within the meaning of any constitutional, charter or statutory debt limitation or restriction, and are not payable in any manner by taxation.

Section 203. Denomination, Number and Dating of the Bonds.

(a) The Bonds shall be issuable in the form of one fully-registered Bond, in substantially the form set forth in **Exhibit C** hereto, in the denomination of $0.01 or any multiple thereof.

(b) The Bonds shall be dated by the Trustee as of the date of initial delivery thereof as provided herein. If the Bonds are at any time thereafter transferred, any replacement Bonds shall be dated as of the date of authentication thereof.

Section 204. Method and Place of Payment of Bonds.

(a) The principal of and interest on the Bonds shall be payable in any coin or currency of the United States of America which on the respective dates of payment thereof is legal tender for payment of public and private debts.

(b) Payment of the principal of the Bonds shall be made upon the presentation and surrender of such Bonds at the principal payment office of any Paying Agent named in the Bonds. The payment of principal on the Bonds shall be noted on the Bonds on **Schedule I** thereto and the registration books maintained by the Trustee pursuant to **Section 206**. Payment of the interest on the Bonds shall be made by the Trustee on each Payment Date to the Person appearing on the registration books of the Trustee hereinafter provided for as the Owner thereof on the fifteenth day (whether or not a Business Day) of the calendar month next preceding such Payment Date by check or draft mailed to such Owner at such Owner's address as it appears on such registration books.

In accordance with **Section 5.1** of the Lease, provided that the Purchaser, or any other affiliate of the Company, is the sole holder(s) of the Bonds, the Company shall set-off the then-current Basic Rent payment against the City's obligation to the Company as Bondholder(s) under this Indenture in lieu of delivery of the Basic Rent on any Payment Date, without providing notice of such set-off to the Trustee. The Trustee may conclusively rely on the absence of any notice from the Company to the contrary as evidence that such set-off has occurred. At its option, on the final Payment Date, the Company may deliver to the Trustee for cancellation Bonds not previously paid and the Company shall receive a credit against the Basic Rent payable by the Company in an amount equal to the principal amount of the Bonds so tendered for cancellation plus accrued interest thereon. Notwithstanding anything contained in this Indenture, the Lease, the Bond Purchase Agreement or the Performance Agreement to the contrary, if the Purchaser, or any other affiliate of the Company, is the Owner of all of the Bonds Outstanding, payments of principal and interest on the Bonds may be made via a transaction entry on the trust records held by the Trustee and the Paying Agent without requiring the Company to wire or otherwise transfer any moneys to such Owner.

(c) The Bonds and the original **Schedule I** thereto shall be held by the Trustee in trust, unless otherwise directed in writing by the Owner. If the Bonds are held by the Trustee, the Trustee shall, on each Payment Date, send a revised copy of **Schedule I** via facsimile or other electronic means to the Owner, the Company (if not the Owner) and the City. Absent manifest error, the amounts shown on **Schedule I** as noted by the Trustee shall be conclusive evidence of the principal amount paid on the Bonds.

(d) If there is one Owner of the Bonds, the Trustee is authorized to make the final or any interim payments of principal on such Bonds by internal bank transfer or by electronic transfer to an account at a commercial bank or savings institution designated in writing by such Owner and located in the

continental United States. The Trustee is also authorized to make interest payments on such Bonds by internal bank transfer or by electronic transfer to an account at a commercial bank or savings institution designated by such Owner and located in the continental United States.

Section 205. Execution and Authentication of Bonds.

(a) The Bonds shall be executed on behalf of the City by the manual or facsimile signature of its Mayor or City Manager and attested by the manual or facsimile signature of the City Clerk, and shall have the corporate seal of the City affixed thereto or imprinted thereon. If any officer whose signature or facsimile thereof appears on the Bonds ceases to be such officer before the delivery of such Bond, such signature or facsimile thereof shall nevertheless be valid and sufficient for all purposes, the same as if such Person had remained in office until delivery. Any Bond may be signed by such Persons as at the actual time of the execution of such Bond are the proper officers to sign such Bond although at the date of such Bond such Persons may not have been such officers.

(b) The Bonds shall have endorsed thereon a Certificate of Authentication substantially in the form set forth in **Exhibit C** hereof, which shall be manually executed by the Trustee. No Bond shall be entitled to any security or benefit under this Indenture or shall be valid or obligatory for any purposes until such Certificate of Authentication has been duly executed by the Trustee. The executed Certificate of Authentication upon any Bond shall be conclusive evidence that such Bond has been duly authenticated and delivered under this Indenture. The Certificate of Authentication on any Bond shall be deemed to have been duly executed if signed by any authorized signatory of the Trustee.

Section 206. Registration, Transfer and Exchange of Bonds.

(a) The Trustee shall keep books for the registration and for the transfer of Bonds as provided in this Indenture.

(b) The Bonds may be transferred only upon the books kept for the registration and transfer of Bonds upon surrender thereof to the Trustee duly endorsed for transfer or accompanied by an assignment duly executed by the Owner or such Owner's attorney or legal representative in such form as shall be satisfactory to the Trustee. In connection with any such transfer of the Bonds, the City and the Trustee shall receive an executed representation letter signed by the proposed assignee in substantially the form of **Exhibit D** hereto. Upon any such transfer, the City shall execute and the Trustee shall authenticate and deliver in exchange for such Bond a new fully registered Bond or Bonds, registered in the name of the transferee, of any denomination or denominations authorized by this Indenture, in an aggregate principal amount equal to the outstanding principal amount of such Bond, of the same maturity and bearing interest at the same rate.

(c) In all cases in which Bonds are exchanged or transferred hereunder the provisions of any legend restrictions on the Bonds shall be complied with and the City shall execute and the Trustee shall authenticate and deliver at the earliest practicable time Bonds in accordance with the provisions of this Indenture. All Bonds surrendered in any such exchange or transfer shall forthwith be cancelled by the Trustee. The City or the Trustee may make a reasonable charge for every such exchange or transfer of Bonds sufficient to reimburse it for any tax, fee or other governmental charge required to be paid with respect to such exchange or transfer, and such charge shall be paid before any such new Bond shall be delivered. Neither the City nor the Trustee shall be required to make any such exchange or transfer of Bonds during the 15 days immediately preceding a Payment Date on the Bonds or, in the case of any proposed redemption of Bonds, during the 15 days immediately preceding the selection of Bonds for such redemption or after such Bonds or any portion thereof has been selected for redemption.

(d) If any Owner fails to provide a certified taxpayer identification number to the Trustee, the Trustee may make a charge against such Owner sufficient to pay any governmental charge required to be paid as a result of such failure, which amount may be deducted by the Trustee from amounts otherwise payable to such Owner under such Owner's Bond.

Section 207. Persons Deemed Owners of Bonds. As to any Bond, the Person in whose name the same is registered as shown on the bond registration books required by **Section 206** hereof shall be deemed and regarded as the absolute owner thereof for all purposes. Payment of or on account of the principal of and interest on any such Bond shall be made only to or upon the order of the Owner thereof or a legal representative thereof. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond, including the interest thereon, to the extent of the sum or sums so paid.

Section 208. Authorization of the Series 2020 Bonds.

(a) The Series 2020 Bonds are authorized for the purpose of providing funds to pay a portion of the costs of the Project. The Series 2020 Bonds shall be dated as provided in **Section 203(b)** hereof, shall become due on **December 1, 2026** (subject to prior redemption as provided in **Article III**) and shall bear interest as specified in **Section 208(f)** hereof, payable on the dates specified in **Section 208(f)** hereof.

(b) The Trustee is hereby designated as the Paying Agent. The Owners of a majority of Bonds then Outstanding may designate a different Paying Agent upon written notice to the City and the Trustee.

(c) The Bonds shall be executed without material variance from the form and in the manner set forth in **Exhibit C** hereto and delivered to the Trustee for authentication. Prior to or simultaneously with the authentication and delivery of the Series 2020 Bonds by the Trustee, there shall be filed with the Trustee the following:

(1) An original or certified copy of the Ordinance passed by the City Council authorizing the issuance of the Series 2020 Bonds and the execution of this Indenture, the Performance Agreement, the Bond Purchase Agreement and the Lease;

(2) Copies of original executed counterparts of this Indenture, the Lease, the Performance Agreement and the Bond Purchase Agreement;

(3) A representation letter from the Purchaser in substantially the form attached as **Exhibit D** hereto;

(4) A request and authorization to the Trustee on behalf of the City, executed by the Authorized City Representative, to authenticate the Series 2020 Bonds and deliver the same to the Purchaser upon payment, for the account of the City, of the purchase price thereof specified in the Bond Purchase Agreement. The Trustee shall be entitled to conclusively rely upon such request and authorization as to names of the purchaser and the amount of such purchase price;

(5) An opinion of counsel nationally recognized on the subject of municipal bonds to the effect that the Series 2020 Bonds constitute valid and legally binding limited and special revenue obligations of the City; and

(6) Such other certificates, statements, receipts and documents as the Trustee shall reasonably require for the delivery of the Series 2020 Bonds.

(d) When the documents specified in subsection (c) of this Section have been filed with the Trustee, and when the Series 2020 Bonds have been executed and authenticated as required by this Indenture, either:

(1) The Purchaser shall pay the Closing Price to the Trustee, and the Trustee shall endorse the Series 2020 Bonds in an amount equal to the Closing Price and then pursuant to **Section 204(c)** hereof either hold the Series 2020 Bonds in trust or if so directed in writing deliver the Series 2020 Bonds to or upon the order of the Purchaser; or

(2) The Company shall submit a requisition certificate in accordance with **Section 4.4** of the Lease, in an amount equal to the Closing Price, and the Trustee shall authenticate and endorse the Series 2020 Bonds in an amount equal to the Closing Price and then pursuant to **Section 204(c)** hereof either hold the Series 2020 Bonds in trust for the Owners or if so directed in writing deliver the Series 2020 Bonds to the Owners (or another purchaser or assignee designated by the Owners).

In either case, the Purchaser shall be deemed to have paid over to the Trustee, and the Trustee shall be deemed to have deposited into the Project Fund, an amount equal or up to the Closing Price.

(e) Following the initial issuance and delivery of the Series 2020 Bonds, the Company may submit additional requisition certificates in accordance with **Section 4.4** of the Lease, and the Trustee shall, based solely on the amount set forth in the requisition, endorse the Bonds in an amount equal to the amount set forth in each requisition certificate. The date of endorsement of each Principal Amount Advanced (as defined in subsection (g) below) as set forth on **Schedule I** to the Series 2020 Bonds shall be the date of the City's approval of each requisition certificate. The Trustee shall keep a record of the total requisitions submitted, and shall notify the City if the requisitions submitted exceed the maximum Cumulative Outstanding Principal Amount of the Bonds permitted hereunder.

(f) The Series 2020 Bonds shall bear interest at the rate of 5.00% per annum on the Cumulative Outstanding Principal Amount of the Series 2020 Bonds. Such interest shall be payable in arrears on each December 1, commencing on December 1, 2020, and continuing thereafter until the Cumulative Outstanding Principal Amount is paid in full; provided that the aggregate maximum principal amount shall not exceed $48,000,000 (except as such amount may be increased in connection with the issuance of Additional Bonds) and further provided that the Bonds shall be paid in full no later than **December 1, 2026**. Interest shall be calculated on the basis of a year of 360 days consisting of twelve months of 30 days each.

(g) The Trustee shall keep and maintain a record of the amount deposited into the Project Fund and/or Costs of Issuance Fund pursuant to the terms of this Indenture as "Principal Amount Advanced" and shall enter the aggregate principal amount of the Bonds then Outstanding on its records as the "Cumulative Outstanding Principal Amount." On each date upon which a portion of the Cumulative Outstanding Principal Amount is paid to the Owners, pursuant to the redemption provisions of this Indenture, the Trustee shall enter on its records the principal amount paid on the Bonds as "Principal Amount Redeemed," and shall enter the then Outstanding principal amount of the Bonds as "Cumulative Outstanding Principal Amount." The records maintained by the Trustee as to amounts deposited into the Project Fund or principal amounts paid on the Bonds shall be the official records of the Cumulative Outstanding Principal Amount for all purposes and shall be in substantially the form of the Table of Cumulative Outstanding Principal Amount as set out in the form of Bonds in **Exhibit C** hereto. If any moneys are deposited by the Trustee into the Project Fund, then the Trustee shall provide a statement of receipts and disbursements with respect thereto to the City and the Company on a monthly basis until the Project is completed. After the Project has been completed and the certificate of payment of all costs is filed as provided in **Section 504** hereof, the Trustee, to the extent it has not already done so pursuant to this Section or **Section 1012** hereof, shall file a final statement of receipts and disbursements with respect thereto with the City and the Company.

Section 209. Authorization of Additional Bonds.

(a) Additional Bonds may be issued under and equally and ratably secured by this Indenture on a parity (except as otherwise provided in this Section) with the Bonds and any other Additional Bonds at any time and from time to time, upon compliance with the conditions set forth in this Section for any of the following purposes: (1) to provide funds to pay the costs of completing the Project, the total of such costs to be evidenced by a certificate signed by an Authorized Company Representative, (2) to provide funds to pay all or any part of the costs of repairing, replacing or restoring the Project in the event of damage, destruction or condemnation thereto or thereof, (3) to provide funds to pay all or any part of the costs of the acquisition, construction or installation of such additions to the Project (buildings or equipment) as the Company may deem necessary or desirable and as will not impair the nature of the Project as a "project" within the meaning and purposes of the Act, and (4) to provide funds for refunding all or any part of the Bonds of any series then Outstanding, including the payment of any premium thereon and interest to accrue to the designated redemption date and any expenses in connection with such refunding.

(b) Before any Additional Bonds are issued under the provisions of this Section, the City shall pass an ordinance (a) authorizing the issuance of such Additional Bonds, fixing the principal amount thereof and describing the purpose or purposes for which such Additional Bonds are being issued, (b) authorizing the City to enter into a Supplemental Indenture for the purpose of issuing such Additional Bonds and establishing the terms and provisions of such series of Bonds and the form of the bonds of such series, (c) authorizing the City to enter into a Supplemental Lease Agreement with the Company to provide for lease payments at least sufficient to pay the principal of, redemption premium, if any, and interest on the Bonds and Additional Bonds then to be Outstanding (including the Additional Bonds to be issued) as the same become due, and to extend the term of the Lease if the maturity of any of the Additional Bonds would otherwise occur after the expiration of the term of the Lease, (d) authorizing the City to enter into a supplemental performance agreement with the Company to provide for payments in lieu of taxes with respect to the property being financed by the Additional Bonds, and (e) providing for such other matters as are appropriate because of the issuance of the Additional Bonds, which matters, in the judgment of the City, are not prejudicial to the City or the owners of the Bonds previously issued.

(c) Such Additional Bonds shall have the same general title as the Bonds, except for an identifying series letter or date, shall be dated, shall mature on such dates, shall be in such denominations, shall be numbered, shall bear interest at such rates not exceeding the maximum rate then permitted by law payable at such times, and shall be redeemable at such times and prices (subject to the provisions of **Article III** of this Indenture), all as provided by the Supplemental Indenture authorizing the issuance of such Additional Bonds. Except as to any difference in the date, the maturities, denominations, the rates of interest or the provisions for redemption, such Additional Bonds shall be on a parity with and shall be entitled to the same benefit and security of this Indenture as the Bonds and any other Additional Bonds.

(d) Such Additional Bonds shall be executed in the manner set forth in **Section 205** hereof and shall be deposited with the Trustee for authentication, but prior to or simultaneously with the authentication and delivery of such Additional Bonds by the Trustee, and as a condition precedent thereto, there shall be filed with the Trustee the following:

(1) An original or certified copy of the ordinance passed by the City Council authorizing the issuance of such Additional Bonds and the execution of the Supplemental Indenture, Supplemental Lease, a supplement to the Performance Agreement and supplements to any other documents as may be necessary;

(2) Copies of original executed counterparts of the Supplemental Indenture, the Supplemental Lease Agreement and a supplement to the Performance Agreement;

(3) A representation letter from the Purchaser in substantially the form attached as **Exhibit D** hereto;

(4) A request and authorization to the Trustee on behalf of the City, executed by the Authorized City Representative, to authenticate the Additional Bonds and deliver the same to the Purchaser upon payment, for the account of the City, of the purchase price thereof specified in the bond purchase agreement executed in connection with the purchase of the Additional Bonds. The Trustee shall be entitled to conclusively rely upon such request and authorization as to names of the purchaser and the amount of such purchase price;

(5) An opinion of counsel nationally recognized on the subject of municipal bonds to the effect that the Additional Bonds constitute valid and legally binding limited and special revenue obligations of the City; and

(6) Such other certificates, statements, receipts, opinions and documents as the Trustee shall reasonably require for the delivery of the Additional Bonds.

When the documents specified in this subsection have been filed with the Trustee, and when the Additional Bonds have been executed and authenticated as required by this Indenture, either:

(1) The Purchaser shall pay the purchase price to the Trustee, and the Trustee shall endorse the Additional Bonds in an amount equal to the purchase price and then either hold the Additional Bonds in trust or if so directed in writing deliver the Additional Bonds to or upon the order of the Purchaser; or

(2) The Company shall submit a requisition certificate in accordance with **Section 4.4** of the Lease, in an amount equal to the purchase price of the Additional Bonds, and the Trustee shall authenticate and endorse the Additional Bonds in an amount equal to the purchase price and pursuant to **Section 204(c)** hereof either hold the Additional Bonds in trust for the Purchaser or if so directed in writing deliver the Bonds to the Purchaser (or another purchaser or assignee designated by the Purchaser).

In either case, the Purchaser shall be deemed to have paid over to the Trustee, and the Trustee shall be deemed to have deposited an amount equal or up to the purchase price of any Additional Bonds.

(e) When the documents specified above have been filed with the Trustee, and when such Additional Bonds have been executed and authenticated as required by this Indenture, the Trustee shall deliver such Additional Bonds to or upon the order of the Purchaser thereof, but only upon payment to the Trustee of the purchase price of such Additional Bonds. The proceeds of the sale of such Additional Bonds (except Additional Bonds issued to refund Outstanding Bonds), including accrued interest and premium thereon, if any, shall be immediately paid over to the Trustee and shall be deposited and applied by the Trustee as provided in **Article IV** hereof and in the Supplemental Indenture authorizing the issuance of such Additional Bonds. The proceeds of all Additional Bonds issued to refund Outstanding Bonds (excluding accrued interest and premium, if any, which shall be deposited in a separate account in the Bond Fund) shall be deposited by the Trustee, after payment or making provision for payment of all expenses incident to such financing, to the credit of a special trust fund, appropriately designated, to be held in trust for the sole and exclusive purpose of paying the principal of, premium, if any, and interest on the Bonds to be refunded, as

provided in **Section 1101** hereof and in the Supplemental Indenture authorizing the issuance of such refunding Bonds.

Section 210. Mutilated, Lost, Stolen or Destroyed Bonds. If any Bond becomes mutilated, or is lost, stolen or destroyed, the City shall execute and the Trustee shall authenticate and deliver a new Bond of like series, date and tenor as the Bond mutilated lost, stolen or destroyed; provided that, in the case of any mutilated Bond, such mutilated Bond shall first be surrendered to the Trustee, and in the case of any lost, stolen or destroyed Bond, there shall be first furnished to the City and the Trustee evidence of such loss, theft or destruction satisfactory to the Trustee, together with indemnity satisfactory to the Trustee to save each of the City and the Trustee harmless. If any such Bond has matured, instead of delivering a substitute Bond, the Trustee may pay the same without surrender thereof. Upon the issuance of any substitute Bond, the City and the Trustee may require the payment of an amount sufficient to reimburse the City and the Trustee for any tax or other governmental charge that may be imposed in relation thereto and any other reasonable fees and expenses incurred in connection therewith.

Section 211. Cancellation and Destruction of Bonds Upon Payment.

(a) All Bonds which have been paid or redeemed or which the Trustee has purchased or which have otherwise been surrendered to the Trustee under this Indenture, either at or before maturity shall be cancelled by the Trustee immediately upon the payment, redemption or purchase of such Bonds and the surrender thereof to the Trustee.

(b) All Bonds cancelled under any of the provisions of this Indenture shall be destroyed by the Trustee. The Trustee shall execute a certificate describing the Bonds so destroyed, and shall file executed counterparts of such certificate with the City and the Company.

ARTICLE III

REDEMPTION OF BONDS

Section 301. Redemption of Bonds.

(a) The Bonds are subject to redemption and payment at any time before the stated maturity thereof, at the option of the Company, on behalf of the City, and upon written instructions from the Company, (1) in whole, if the Company exercises its option to purchase the Project and deposits an amount sufficient to effect such purchase pursuant to the Lease on the applicable redemption date, or (2) in part, if the Company prepays additional Basic Rent pursuant to the Lease. If only a portion of the Bonds are to be redeemed, (1) Bonds aggregating 10% of the maximum aggregate principal amount of Bonds authorized hereunder shall not be subject to redemption and payment before the stated maturity thereof, and (2) the Trustee shall keep a record of the amount of Bonds to remain Outstanding following such redemption. Any redemption of Bonds pursuant to this paragraph shall be at a redemption price equal to the par value thereof being redeemed, plus accrued interest thereon, without premium or penalty, to the redemption date. Any redemption and payment of the Bonds shall account for any permitted set-off as set forth in **Section 5.1** of the Lease.

(b) The Bonds are subject to mandatory redemption, in whole or in part, to the extent of amounts deposited in the Bond Fund pursuant to **Sections 9.1(a)** or **9.2(c)** of the Lease, in the event of substantial damage to or destruction or condemnation of substantially all of the Project. Bonds to be redeemed pursuant to this paragraph shall be called for redemption by the Trustee on the earliest practicable date for which timely notice of redemption may be given as provided hereunder. Any redemption of Bonds

pursuant to this paragraph shall be at a redemption price equal to the par value thereof being redeemed, plus accrued interest thereon, without premium or penalty, to the redemption date. Before giving notice of redemption to the Owners pursuant to this paragraph (b), money in an amount equal to the redemption price shall have been deposited in the Bond Fund.

(c) At its option, the Company, in its capacity as Owner of the Bonds, may deliver to the Trustee for cancellation any Bonds owned by the Company and not previously paid, and the Company, in its capacity as lessee under the Lease, shall receive a credit against the amounts payable by the Company for the redemption of such Bonds in an amount equal to the principal amount of the Bonds so tendered for cancellation, plus accrued interest.

Section 302. Effect of Call for Redemption. Before or on the date fixed for redemption, funds, Government Securities, or a combination thereof, shall be placed with the Trustee which are sufficient to pay the Bonds called for redemption and accrued interest thereon, if any, to the redemption date. Upon the happening of the above conditions and appropriate written notice having been given, the Bonds or the portions of the principal amount of Bonds thus called for redemption shall cease to bear interest on the specified redemption date, and shall no longer be entitled to the protection, benefit or security of this Indenture and shall not be deemed to be Outstanding under the provisions of this Indenture. If the Bonds are fully redeemed before maturity and an amount of money equal to the Trustee's and the Paying Agent's agreed to fees and expenses hereunder accrued and to accrue in connection with such redemption is paid or provided for, the City shall, at the Company's direction, deliver to the Company the items described in **Section 11.2** of the Lease.

Section 303. Notice of Redemption. If the Bonds are to be called for redemption as provided in **Section 301(a)** hereof, the Company shall deliver written notice to the City and the Trustee that it has elected to direct the City to redeem all or a portion of the Bonds at least 40 days (10 days if the Company is the Owner) prior to the scheduled redemption date. The Trustee shall then deliver written notice to the Owners at least 30 days (five days if the Company is the Owner) prior to the scheduled redemption date by facsimile and by first-class mail stating the date upon which the Bonds will be redeemed and paid, unless such notice period is waived by the Owners in writing.

ARTICLE IV

FORM OF BONDS

Section 401. Form Generally. The Bonds and the Trustee's Certificate of Authentication to be endorsed thereon shall be issued in substantially the forms set forth in **Exhibit C**. The Bonds may have endorsed thereon such legends or text as may be necessary or appropriate to conform to any applicable rules and regulations of any governmental authority or any custom, usage or requirements of law with respect thereto.

ARTICLE V

CUSTODY AND APPLICATION OF BOND PROCEEDS

Section 501. Creation of Funds. There are hereby created and ordered to be established in the custody of the Trustee the following separate special trust funds in the name of the City:

(a) "City of Springfield, Missouri, Project Fund -- Kraft Heinz Foods Company" (herein called the "Project Fund"); and

(b) "City of Springfield, Missouri, Costs of Issuance Fund -- Kraft Heinz Foods Company" (herein called the "Costs of Issuance Fund").

Upon the issuance of a series of Additional Bonds, if any, the Trustee shall create separate special trust funds similar to those set forth above for said series of Additional Bonds.

Section 502. Deposits into the Project Fund. The proceeds of the sale of the Bonds (whether actually paid or deemed paid under **Section 208(d)** and **(e)** or **Section 209(d)** hereof), including Additional Payments provided for in the Bond Purchase Agreement, when received, excluding such amounts required to be paid into the Bond Fund pursuant to **Section 602** hereof, shall be deposited by the Trustee into the Project Fund. Any money received by the Trustee from any other source for the purpose of purchasing and installing the Project shall pursuant to any directions from the Person depositing such moneys also be deposited into the Project Fund.

Section 503. Disbursements from the Project Fund.

(a) The moneys in the Project Fund shall be disbursed by the Trustee for the payment of, or reimbursement to the Company (or any other party that has made payment on behalf of the Company) for payment of, Project Costs upon receipt of requisition certificates signed by the Company in accordance with the provisions of **Article IV** of the Lease. The Trustee hereby covenants and agrees to disburse such moneys in accordance with such provisions.

(b) If, pursuant to **Section 208(d)**, the Trustee is deemed to have deposited into the Project Fund the amount specified in the requisition certificates submitted by the Company, the Trustee shall upon endorsement of the Bonds in an equal amount be deemed to have disbursed such funds from the Project Fund to the Company (or such other purchaser designated by the Company) in satisfaction of the requisition certificate.

(c) In paying any requisition under this Section, the Trustee may rely as to the completeness and accuracy of all statements in such requisition certificate if such requisition certificate is signed by the Authorized Company Representative and the Trustee will not be required to make any independent inspection or investigation in connection therewith. If the City so requests in writing, a copy of each requisition certificate submitted to the Trustee for payment under this Section shall be promptly provided by the Trustee to the City. The City hereby authorizes and directs the Trustee to make disbursements in the manner and as provided for by the aforesaid provisions of the Lease.

Section 504. Completion of the Project. The completion of the Project and all costs and expenses incident thereto shall be evidenced by the filing with the Trustee of the certificate required by the provisions of **Section 4.5** of the Lease. As soon as practicable any balance remaining in the Project Fund shall without further authorization be transferred to and deposited in the Bond Fund and applied as provided in **Section 4.6** of the Lease.

Section 505. Deposits into and Disbursements from the Costs of Issuance Fund. Money deposited by the Company in the Costs of Issuance Fund shall be used solely to pay costs of issuing the Bonds or refunded to the Company as hereinafter provided. The Trustee shall without further authorization disburse from the Costs of Issuance Fund, to the extent available, money sufficient to pay the amounts shown in a closing memorandum provided to the Trustee on or before the date of delivery of the Bonds, which shall have attached thereto the statements, invoices and related items described in said closing

memorandum. The Trustee may rely conclusively on the amounts due as shown in the closing memorandum and will not be required to make any independent inspection or investigation in connection therewith. Any of such money not used to pay costs of issuance by the date that is six months after the Closing Date for the applicable series of Bonds shall be refunded to the Company.

Section 506. Disposition Upon Acceleration. If the principal of the Bonds has become due and payable pursuant to **Section 902** hereof, upon the date of payment by the Trustee of any moneys due as hereinafter provided in **Article IX**, any balance remaining in the Project Fund shall without further authorization be deposited in the Bond Fund by the Trustee, with advice to the City and to the Company of such action.

ARTICLE VI

REVENUES AND FUNDS

Section 601. Creation of the Bond Fund. There is hereby created and ordered established in the custody of the Trustee a special trust fund in the name of the City to be designated the "City of Springfield, Missouri, Bond Fund -- Kraft Heinz Foods Company, Series 2020" (herein called the "Bond Fund").

Section 602. Deposits Into the Bond Fund. The Trustee shall deposit into the Bond Fund, as and when received, (a) all accrued interest on the Bonds, if any, paid by the Purchaser; (b) all Basic Rent payable by the Company to the City specified in **Section 5.1** of the Lease; (c) any Additional Rent payable by the Company specified in **Section 5.2** of the Lease; (d) any amount in the Project Fund to be transferred to the Bond Fund pursuant to **Section 504** hereof upon completion of the Project or pursuant to **Section 506** hereof upon acceleration of the Bonds; (e) the balance of any Net Proceeds (as defined in the Lease) of condemnation awards or insurance received by the Trustee pursuant to **Article IX** of the Lease; (f) the amounts to be deposited in the Bond Fund pursuant to **Sections 9.1(a)** or **(d)** and **9.2(c)** of the Lease; (g) all interest and other income derived from investments of Bond Fund moneys as provided in **Section 702** hereof; and (h) all other moneys received by the Trustee under and pursuant to any of the provisions of the Lease when accompanied by directions from the Person depositing such moneys that such moneys are to be paid into the Bond Fund.

Unless the Company is exercising its right of offset pursuant to **Section 5.1** of the Lease, the Trustee shall notify the Company in writing, at least 15 days prior to each date on which a payment is due under **Section 5.1** of the Lease, of the amount that is payable by the Company pursuant to such Section.

Section 603. Application of Moneys in the Bond Fund.

(a) Except as provided in **Section 605** and **Section 908** hereof or in **Section 4.6(a)** of the Lease, moneys in the Bond Fund shall be expended solely for the payment of the principal of and the interest on the Bonds as the same mature and become due or upon the redemption thereof prior to maturity; provided, however, that any amounts received by the Trustee as Additional Rent under **Section 5.2** of the Lease and deposited to the Bond Fund as provided in **Section 602** above, shall be expended by the Trustee for such items of Additional Rent as they are received or due without further authorization from the City.

(b) The City hereby authorizes and directs the Trustee to withdraw sufficient funds from the Bond Fund to pay the principal of and the interest on the Bonds as the same become due and payable and to make said funds so withdrawn available to the Paying Agent for the purpose of paying said principal and interest.

(c) Whenever the amount in the Bond Fund from any source whatsoever is sufficient to redeem all of the Bonds Outstanding and to pay interest to accrue thereon prior to such redemption, the City covenants and agrees, upon request of the Company, to take and cause to be taken the necessary steps to redeem all such Bonds on the next succeeding redemption date for which the required redemption notice may be given or on such later redemption date as may be specified by the Company. The Trustee may use any moneys in the Bond Fund to redeem a part of the Bonds Outstanding in accordance with and to the extent permitted by **Article III** hereof so long as the Company is not in default with respect to any payments under the Lease and to the extent said moneys are in excess of the amount required for payment of Bonds theretofore matured or called for redemption and past due interest, if any, in all cases when such Bonds have not been presented for payment.

(d) Notwithstanding anything contained herein or in the Lease to the contrary, if the Purchaser, or any other affiliate of the Company, is the Owner of all of the Bonds Outstanding, payments of principal and interest on the Bonds may be made via a transaction entry on the trust records held by the Trustee and the Paying Agent without requiring the Company to wire or otherwise transfer any moneys to such Owner.

Section 604. Payments Due on Days Other Than Business Days. In any case where the date of maturity of principal of or interest, if any, on the Bonds or the date fixed for redemption of any Bonds is not a Business Day, then payment of principal or interest, if any, need not be made on such date but may be made on the next succeeding Business Day with the same force and effect as if made on the date of maturity or the date fixed for redemption, and no interest, if any, shall continue to accrue for the period after such date.

Section 605. Nonpresentment of Bonds. If any Bond is not presented for payment when the principal thereof becomes due, either at maturity or otherwise, or at the date fixed for redemption thereof, if funds sufficient to pay such Bond shall have been made available to the Trustee, all liability of the City to the Owner thereof for the payment of such Bond shall forthwith cease, determine and be completely discharged, and thereupon it shall be the duty of the Trustee to hold such fund or funds, without liability for interest thereon, for the benefit of the Owner of such Bond who shall thereafter be restricted exclusively to such fund or funds for any claim of whatever nature on his part under this Indenture or on, or with respect to, said Bond. If any Bond is not presented for payment within one year following the date when such Bond becomes due, whether by maturity or otherwise, the Trustee shall without liability for interest thereon repay to the Company the funds theretofore held by it for payment of such Bond, and such Bond shall, subject to the defense of any applicable statute of limitation, thereafter be an unsecured obligation of the Company, and the Owner thereof shall be entitled to look only to the Company for payment, and then only to the extent of the amount so repaid, and the Company shall not be liable for any interest thereon and shall not be regarded as a trustee of such money.

Section 606. Repayment to the Company from the Bond Fund. After payment in full of the principal of and interest on the Bonds (or provision has been made for the payment thereof as provided in this Indenture), and the reasonable fees, charges and expenses of the Trustee, the City and any Paying Agent and any other amounts required to be paid under this Indenture, the Lease and the Performance Agreement, all amounts remaining in the Bond Fund shall be paid to the Company upon the expiration or sooner termination of the Lease.

ARTICLE VII

SECURITY FOR DEPOSITS AND INVESTMENT OF FUNDS

Section 701. Moneys to be Held in Trust. All moneys deposited with or paid to the Trustee for account of the Bond Fund or the Project Fund under any provision of this Indenture, and all moneys deposited with or paid to any Paying Agent under any provision of this Indenture, shall be held by the Trustee or Paying Agent in trust and shall be applied only in accordance with the provisions of this Indenture and the Lease, and, until used or applied as herein provided, shall constitute part of the Trust Estate and be subject to the lien hereof. Neither the Trustee nor any Paying Agent shall be under any liability for interest on any moneys received hereunder except such as may be agreed upon in writing.

Section 702. Investment of Moneys in Project Fund and Bond Fund. Moneys held in the Project Fund and the Bond Fund shall, pursuant to written direction of the Company, signed by the Authorized Company Representative, be separately invested and reinvested by the Trustee in Investment Securities which mature or are subject to redemption by the Owner prior to the date such funds will be needed. If the Company fails to provide written directions concerning investment of moneys held in the Project Fund and the Bond Fund, the Trustee is authorized to invest in such Investment Securities specified in paragraph (e) of the definition of Investment Securities, provided they mature or are subject to redemption prior to the date such funds will be needed. The Trustee is specifically authorized to implement its automated cash investment system to assure that cash on hand is invested and to charge its normal cash management fees and cash sweep account fees, which may be deducted from income earned on investments; provided that any such fees shall not exceed the interest income on the investment. Any such Investment Securities shall be held by or under the control of the Trustee and shall be deemed at all times a part of the fund in which such moneys are originally held, and the interest accruing thereon and any profit realized from such Investment Securities shall be credited to such fund, and any loss resulting from such Investment Securities shall be charged to such fund. After the Trustee has notice pursuant to **Section 1001(h)** hereof of the existence of an Event of Default, the Trustee shall direct the investment of moneys in the Bond Fund and the Project Fund. The Trustee shall sell and reduce to cash a sufficient amount of such Investment Securities whenever the cash balance in any Fund is insufficient for the purposes of such Fund. In determining the balance in any Fund, investments in such Fund shall be valued at the lower of their original cost or their fair market value as of the most recent Payment Date. The Trustee may make any and all investments permitted by the provisions of this Section through its own bond department or any affiliate or short-term investment department.

Section 703. Record Keeping. The Trustee shall maintain records designed to show compliance with the provisions of this Article and with the provisions of **Article V** and **Article VI** hereof for at least six years after the payment of all of the Outstanding Bonds.

ARTICLE VIII

GENERAL COVENANTS AND PROVISIONS

Section 801. Payment of Principal and Interest. The City covenants and agrees that it will, but solely from the rents, revenues and receipts derived from the Project and the Lease as described herein, deposit or cause to be deposited in the Bond Fund sufficient sums payable under the Lease promptly to meet and pay the principal of and the interest on the Bonds as they become due and payable at the place, on the dates and in the manner provided herein and in the Bonds according to the true intent and meaning thereof. Nothing herein shall be construed as requiring the City to operate the Project as a business other

than as lessor or to use any funds or revenues from any source other than funds and revenues derived from the Project.

Section 802. Authority to Execute Indenture and Issue Bonds. The City covenants that it is duly authorized under the Constitution and laws of the State to execute this Indenture, to issue the Bonds and to pledge and assign the Trust Estate in the manner and to the extent herein set forth; that all action on its part for the execution and delivery of this Indenture and the issuance of the Bonds has been duly and effectively taken; that the Bonds in the hands of the Owners thereof are and will be valid and enforceable obligations of the City according to the import thereof.

Section 803. Performance of Covenants. The City covenants that it will faithfully perform at all times any and all covenants, undertakings, stipulations and provisions contained in this Indenture, in the Bonds and in all proceedings of its governing body pertaining thereto. The Trustee may take such action as it deems appropriate to enforce all such covenants, undertakings, stipulations and provisions of the City hereunder.

Section 804. Instruments of Further Assurance. The City covenants that it will do, execute, acknowledge and deliver, or cause to be done, executed, acknowledged and delivered, such Supplemental Indentures and such further acts, instruments, financing statements and other documents as the Trustee may reasonably require for the better pledging and assigning unto the Trustee the property and revenues herein described to the payment of the principal of and interest, if any, on the Bonds. The City covenants and agrees that, except as herein and in the Lease provided, it will not sell, convey, mortgage, encumber or otherwise dispose of any part of the Project or the rents, revenues and receipts derived therefrom or from the Lease, or of its rights under the Lease.

Section 805. Recordings and Filings. The City may file or cause to be kept and filed all financing statements, and hereby authorizes the Trustee to file or cause to be kept and filed continuation statements with respect to such originally filed financing statements, if any, related to this Indenture and all supplements hereto and such other documents as may be required under the Uniform Commercial Code in order to fully preserve and protect the security of the Owners and the rights of the Trustee hereunder. The City will cooperate in causing this Indenture and all Supplemental Indentures, the Lease and all Supplemental Leases and all other security instruments to be recorded and filed, as may be applicable, in such manner and in such places as may be required by law in order to fully preserve and protect the security of the Owners and the rights of the Trustee hereunder. The Trustee shall cause to be filed continuation statements to the financing statements under the Uniform Commercial Code of the State, with the appropriate filing office of the State, in such manner as may be required by the Uniform Commercial Code of the State. The Company shall be responsible for the reasonable fees and costs, including fees and costs of counsel or other experts, incurred by the Trustee in the preparation and filing of all continuation statements hereunder. Notwithstanding anything to the contrary contained herein, the Trustee shall not be responsible for any initial, amendment, or other filings of any financing statements or the information contained therein (including the exhibits thereto), the perfection of any such security interests, or the accuracy or sufficiency of any description of collateral in such initial filings or for filing any modifications or amendments to the initial filings or any amendments or other changes to Article 9 of the Uniform Commercial Code of the State. The Trustee shall be fully protected in relying on information with respect to such initial filing delivered to it by or on behalf of the City or the Company, as applicable, and descriptions in filing any continuation statements required.

Section 806. Inspection of Project Books. The City covenants and agrees that all books and documents in its possession relating to the Project and the rents, revenues and receipts derived from the Project shall at all times be open to inspection by such accountants or other agencies as the Trustee may from time to time designate.

Section 807. Enforcement of Rights Under the Lease. The City covenants and agrees that it will enforce all of its rights and all of the obligations of the Company (at the expense of the Company) under the Lease to the extent necessary to preserve the Project in good repair and reasonably safe operating condition, and to protect the rights of the Trustee and the Owners hereunder with respect to the pledge and assignment of the rents, revenues and receipts coming due under the Lease; provided that, the City and the Trustee, as its assignee, shall refrain from enforcing any such right or obligation (except for the rights of the City or the Trustee to receive payments owing to either of them for their own account under the Indenture, the Lease, the Performance Agreement or any other agreement related to the Bonds or for their rights of indemnification or to be protected from liabilities by insurance policies required by the Lease) if so directed in writing by the Owners of 100% of the Outstanding Bonds. The City agrees that the Trustee, as assignee of the rentals and other amounts to be received by the City and paid by the Company under the Lease, or in its name or in the name of the City, may enforce all rights of the City to receive such rentals and other amounts and all obligations of the Company to pay such rentals and other amounts under and pursuant to the Lease for and on behalf of the Owners, whether or not the City is in default hereunder. So long as not otherwise provided in this Indenture, the Company shall be permitted to possess, use and enjoy the Project and appurtenances so as to carry out its obligations under the Lease.

ARTICLE IX

DEFAULT AND REMEDIES

Section 901. Events of Default; Notice; Opportunity to Cure. If any of the following events occur, it is hereby defined as and declared to be and to constitute an "Event of Default":

(a) Default in the due and punctual payment of the principal on any Bond, whether at the stated maturity or accelerated maturity thereof, or at any date fixed for redemption thereof;

(b) Default in the due and punctual payment of the interest on any Bond, whether at the stated maturity or accelerated maturity thereof, or at any date fixed for redemption thereof; or

(c) Default as specified in **Section 12.1** of the Lease shall have occurred.

No default specified above shall constitute an Event of Default until actual notice of such default by registered or certified mail has been given by the City, the Company, the Trustee or by the Owners of 25% in aggregate principal amount of all Bonds Outstanding to the Company or the City (as the case may be), and the Company or the City (as the case may be) has had 30 days after receipt of such notice to correct said default or cause said default to be corrected and has not corrected said default or caused said default to be corrected within such period; provided, however, if any such default (other than a default in the payment of any money) is such that it cannot be corrected within such period, it shall not constitute an Event of Default if corrective action is instituted by the Company or the City (as the case may be) within such period and diligently pursued until the default is corrected.

Section 902. Acceleration of Maturity in Event of Default; Rescission. If an Event of Default has occurred and is continuing after the notice and cure period described in **Section 901** elapses, the Trustee may, and upon the written request of the Owners of not less than 25% in aggregate principal amount of Bonds then Outstanding, shall, by notice in writing delivered to the City and the Company, declare the principal of all Bonds then Outstanding and the interest accrued thereon immediately due and payable, and such principal and interest shall thereupon become and be immediately due and payable. At any time after such a declaration of acceleration has been made, but before any judgment or decree for payment of money

due on any Bonds has been obtained by the Trustee as provided in this Article, the owners of a majority in principal amount of the Bonds Outstanding may, by written notice to the Company and Trustee but with the written consent of the City, rescind and annul such declaration and its consequences if: (a) there is deposited with the Trustee a sum sufficient to pay: (1) all overdue installments of interest on all Bonds; (2) the principal of (and premium, if any, on) any Bonds which have become due otherwise than by such declaration of acceleration and interest thereon at the rate or rates prescribed therefor in such Bonds; and (3) all sums paid or advanced by the Trustee hereunder and the reasonable compensation, expenses, disbursements and advances of the Trustee, its agents and counsel; and (b) all Events of Default or defaults, other than the non-payment of the principal of Bonds which have become due solely by such declaration of acceleration, have been cured or have been waived as provided in **Section 910** of this Indenture.

Section 903. Surrender of Possession of Trust Estate; Rights and Duties of Trustee in Possession. If an Event of Default has occurred and is continuing, the City, upon demand of the Trustee, shall forthwith surrender the possession of, and it shall be lawful for the Trustee, by such officer or agent as it may appoint, to take possession of all or any part of the Trust Estate, together with the books, papers and accounts of the City pertaining thereto, and including the rights and the position of the City under the Lease, and to hold, operate and manage the same, and from time to time make all needful repairs and improvements. The Trustee may lease the Project or any part thereof, in the name and for account of the City, and collect, receive and sequester the rents, revenues and receipts therefrom, and out of the same and any moneys received from any receiver of any part thereof pay, and set up proper reserves for the payment of all proper costs and expenses of so taking, holding and managing the same, including without limitation (a) reasonable compensation to the Trustee, its agents and counsel, (b) any reasonable charges of the Trustee hereunder, (c) any taxes and assessments and other charges prior to the lien of this Indenture, (d) all expenses of such repairs and improvements, and (e) any amounts payable under the Performance Agreement. The Trustee shall apply the remainder of the moneys so received in accordance with the provisions of **Section 908** hereof. Whenever all that is due upon the Bonds has been paid and all defaults cured, the Trustee shall surrender possession of the Trust Estate to the City, its successors or assigns, the same right of entry, however, to exist upon any subsequent Event of Default. While in possession of such property, the Trustee shall render annually to the City and the Company a summarized statement of receipts and expenditures in connection therewith.

Section 904. Appointment of Receivers in Event of Default. If an Event of Default has occurred and is continuing, and upon the filing of a suit or other commencement of judicial proceedings to enforce the rights of the Trustee and of the Owners under this Indenture, the Trustee shall be entitled, as a matter of right, to the appointment of a receiver or receivers of the Trust Estate or any part thereof, pending such proceedings, with such powers as the court making such appointment shall confer.

Section 905. Exercise of Remedies by the Trustee.

(a) Upon the occurrence of an Event of Default, the Trustee may pursue any available remedy at law or in equity by suit, action, mandamus or other proceeding to enforce the payment of the principal of and interest on the Bonds then Outstanding and all other amounts due hereunder, and to enforce and compel the performance of the duties and obligations of the City or the Company as herein set forth or as set forth in the Lease, respectively.

(b) If an Event of Default has occurred and is continuing after the notice and cure period described in **Section 901** elapses, and if requested to do so by (1) the City (in the case of an Event of Default pursuant to **Section 12.1(b), (c), (d)** or **(e)** of the Lease), or (2) the Owners of 25% in aggregate principal amount of Bonds then Outstanding and indemnified as provided in subsection (l) of **Section 1001** hereof, the Trustee shall be obligated to exercise such one or more of the rights and powers conferred by this Article

as the Trustee, being advised by counsel, shall deem most expedient and in the interests of the City or the Owners, as the case may be.

(c) All rights of action under this Indenture or under any of the Bonds may be enforced by the Trustee without the possession of any of the Bonds or the production thereof in any trial or other proceedings relating thereto, and any such suit or proceeding instituted by the Trustee shall be brought in its name as Trustee without necessity of joining as plaintiffs or defendants any Owners, and any recovery of judgment shall, subject to the provisions of **Section 908** hereof, be for the equal benefit of all the Owners of the Outstanding Bonds.

Section 906. Limitation on Exercise of Remedies by Owners. No Owner shall have any right to institute any suit, action or proceeding in equity or at law for the enforcement of this Indenture or for the execution of any trust hereunder or for the appointment of a receiver or any other remedy hereunder, unless (a) a default has occurred of which the Trustee has been notified as provided in **Section 1001(h)** or of which by said subsection the Trustee is deemed to have notice, (b) such default has become an Event of Default, (c) the Owners of 25% in aggregate principal amount of Bonds then Outstanding have made written request to the Trustee, have offered it reasonable opportunity either to proceed for such reasonable period not to exceed 60 days following such notice and to exercise the powers hereinbefore granted or to institute such action, suit or proceeding in its own name, and have offered to the Trustee indemnity as provided in **Section 1001(l)**, and (d) the Trustee thereafter fails or refuses to exercise the powers herein granted or to institute such action, suit or proceeding in its own name; such notification, request and offer of indemnity are hereby declared in every case, at the option of the Trustee, to be conditions precedent to the execution of the powers and trusts of this Indenture, and to any action or cause of action for the enforcement of this Indenture, or for the appointment of a receiver or for any other remedy hereunder it being understood and intended that no one or more Owners shall have any right in any manner whatsoever to affect, disturb or prejudice this Indenture by their action or to enforce any right hereunder except in the manner herein provided, and that all proceedings at law or equity shall be instituted, had and maintained in the manner herein provided and for the equal benefit of the Owners of all Bonds then Outstanding. Nothing in this Indenture contained shall, however, affect or impair the right of any Owner to payment of the principal of and interest on any Bond at and after the maturity thereof or the obligation of the City to pay the principal of and interest on each of the Bonds issued hereunder to the respective Owners thereof at the time, place, from the source and in the manner herein and in the Bonds expressed.

Section 907. Right of Owners to Direct Proceedings.

(a) The Owners of a majority in aggregate principal amount of Bonds then Outstanding shall have the right, at any time, by an instrument or instruments in writing executed and delivered to the Trustee, to direct the time, method and place of conducting all proceedings to be taken in connection with the enforcement of the terms and conditions of this Indenture, or for the appointment of a receiver or any other proceedings hereunder; provided that such direction shall not be otherwise than in accordance with the provisions of law and of this Indenture, including **Section 1001(l)** hereof.

(b) Notwithstanding any provision in this Indenture to the contrary, including paragraph (a) of this Section, the Owners shall not have the right to control or direct any remedies hereunder upon an Event of Default under **Section 12.1(b), (c), (d), (e)** or **(f)** of the Lease.

Section 908. Application of Moneys in Event of Default.

(a) All moneys received by the Trustee pursuant to any right given or action taken under the provisions of this Article shall, after payment of any obligations outstanding under the Performance Agreement, of the cost and expenses of the proceedings resulting in the collection of such moneys and of

the reasonable fees, expenses, liabilities and advances incurred or made by the Trustee (including any reasonable attorneys' fees and expenses) or amounts to be paid pursuant to **Section 903** hereof, be deposited in the Bond Fund and all moneys so deposited in the Bond Fund shall be applied as follows:

(1) Unless the principal of all the Bonds shall have become or shall have been declared due and payable, all such moneys shall be applied:

FIRST -- To the payment to the Persons entitled thereto of all installments of interest, if any, then due and payable on the Bonds, in the order in which such installments of interest became due and payable, and, if the amount available shall not be sufficient to pay in full any particular installment, then to the payment ratably, according to the amounts due on such installment, to the Persons entitled thereto, without any discrimination or privilege;

SECOND -- To the payment to the Persons entitled thereof of the unpaid principal of any of the Bonds which shall have become due and payable (other than Bonds called for redemption for the payment of which moneys are held pursuant to the provisions of this Indenture), in the order of their due dates, and, if the amount available shall not be sufficient to pay in full Bonds due on any particular date, together with such interest, then to the payment, ratably, according to the amount of principal due on such date, to the Persons entitled thereto without any discrimination or privilege.

(2) If the principal of all the Bonds shall have become due or shall have been declared due and payable, all such moneys shall be applied to the payment of the principal and interest, if any, then due and unpaid on all of the Bonds, without preference or priority of principal over interest or of interest over principal or of any installment of interest over any other installment of interest or of any Bond over any other Bond, ratably, according to the amounts due respectively for principal and interest, to the Person entitled thereto, without any discrimination or privilege.

(3) If the principal of all the Bonds shall have been declared due and payable, and if such declaration shall thereafter have been rescinded and annulled under the provisions of **Section 910**, then, subject to the provisions of subsection (2) of this Section in the event that the principal of all the Bonds shall later become due or be declared due and payable, the moneys shall be applied in accordance with the provisions of subsection (1) of this Section.

(b) Whenever moneys are to be applied pursuant to the provisions of this Section, such moneys shall be applied at such times and from time to time as the Trustee shall determine, having due regard to the amount of such moneys available and which may become available for such application in the future. Whenever the Trustee shall apply such moneys, it shall fix the date (which shall be a Payment Date unless it shall deem another date more suitable) upon which such application is to be made and upon such date interest on the amounts of principal to be paid on such dates shall cease to accrue.

(c) Whenever all of the Bonds and interest thereon, if any, have been paid under the provisions of this Section, and all reasonable fees, expenses and charges of the City and the Trustee and any other amounts required to be paid under this Indenture and the Lease have been paid (including any amounts payable under the Performance Agreement), any balance remaining in the Bond Fund shall be paid to the Company as provided in **Section 603** hereof.

Section 909. Remedies Cumulative. No remedy by the terms of this Indenture conferred upon or reserved to the Trustee or to the Owners is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to any other remedy given to the Trustee or

to the Owners hereunder or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right, power or remedy accruing upon any Event of Default shall impair any such right, power or remedy or shall be construed to be a waiver of any such Event of Default or acquiescence therein; every such right, power or remedy may be exercised from time to time and as often as may be deemed expedient. If the Trustee has proceeded to enforce any right under this Indenture by the appointment of a receiver, by entry, or otherwise, and such proceedings have been discontinued or abandoned for any reason, or have been determined adversely, then and in every such case the City, the Company, the Trustee and the Owners shall be restored to their former positions and rights hereunder, and all rights, remedies and powers of the Trustee shall continue as if no such proceedings had been taken.

Section 910. Waivers of Events of Default. The Trustee shall waive any Event of Default hereunder and its consequences and rescind any declaration of maturity of principal of and interest, if any, on Bonds, and only upon the written request of the Owners of at least 50% in aggregate principal amount of all the Bonds then Outstanding, provided, however, that (1) there shall not be waived without the consent of the City an Event of Default hereunder arising from an Event of Default under **Section 12.1(b), (c), (d), (e)** or **(f)** of the Lease, and (2) there shall not be waived without the consent of the Owners of all the Bonds Outstanding (a) any Event of Default in the payment of the principal of any Outstanding Bonds when due (whether at the date of maturity or redemption specified therein), or (b) any Event of Default in the payment when due of the interest on any such Bonds, unless prior to such waiver or rescission, all arrears of interest, or all arrears of payments of principal when due, as the case may be, and all reasonable expenses of the Trustee and the City (including reasonable attorneys' fees and expenses), in connection with such default, shall have been paid or provided for. In case of any such waiver or rescission, or in case any proceeding taken by the Trustee on account of any such Event of Default shall have been discontinued or abandoned or determined adversely, then and in every such case the City, the Company, the Trustee and the Owners shall be restored to their former positions, rights and obligations hereunder, respectively, but no such waiver or rescission shall extend to any subsequent or other Event of Default, or impair any right consequent thereon, and all rights, remedies and powers of the Trustee shall continue as if no such proceedings had been taken.

ARTICLE X

THE TRUSTEE

Section 1001. Acceptance of the Trusts. The Trustee hereby accepts the trusts imposed upon it by this Indenture, but only upon and subject to the following express terms and conditions, and no implied covenants or obligations shall be read into this Indenture against the Trustee:

(a) The Trustee, prior to the occurrence of an Event of Default and after the curing or waiver of all Events of Default that may have occurred, undertakes to perform such duties and only such duties as are specifically set forth in this Indenture. If any Event of Default has occurred and is continuing, subject to **Section 1001(l)** below, the Trustee shall exercise such of the rights and powers vested in it by this Indenture, and shall use the same degree of care and skill in their exercise, as a prudent Person would exercise or use under the circumstances in the conduct of its own affairs.

(b) The Trustee may execute any of the trusts or powers hereunder or perform any duties hereunder either directly or through agents, affiliates, attorneys or receivers and shall not be responsible for any misconduct or negligence on the part of any agent, attorney or receiver appointed or chosen by it with due care. The Trustee may conclusively rely upon and act or refrain from acting upon any opinion or advice of counsel, who may be counsel to the City or to the Company, concerning all matters of trust hereof and the duties hereunder, and may in all cases pay

such reasonable compensation to all such agents, attorneys and receivers as may reasonably be employed in connection with the trusts hereof. The Trustee shall not be responsible for any loss or damage resulting from any action or inaction by it taken or omitted to be taken in good faith in reliance upon such opinion or advice of counsel addressed to the City and the Trustee.

(c) The Trustee shall not be responsible for any recital herein or in the Bonds (except with respect to the Certificate of Authentication of the Trustee endorsed on the Bonds), or except as provided in **Section 805** hereof and the Lease and particularly **Section 10.8** thereof, for the recording or rerecording, filing or refiling of this Indenture or any security agreement in connection therewith (excluding the continuation of Uniform Commercial Code financing statements), or for insuring the Project or collecting any insurance moneys, or for the validity of the execution by the City of this Indenture or of any Supplemental Indentures or instruments of further assurance, or for the sufficiency of the security of the Bonds. The Trustee shall not be responsible or liable for any loss suffered in connection with any investment of funds made by it in accordance with **Article VII** hereof.

(d) The Trustee shall not be accountable for the use of any Bonds authenticated and delivered hereunder. The Trustee, in its individual or any other capacity, may become the Owner or pledgee of Bonds with the same rights that it would have if it were not Trustee. The Trustee shall not be accountable for the use or application by the City or the Company of the proceeds of any of the Bonds or of any money paid to or upon the order of the City or Company under any provision of this Indenture.

(e) The Trustee may rely and shall be protected in acting or refraining from acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, affidavit, letter, telegram or other paper or document provided for under this Indenture believed by it to be genuine and correct and to have been signed, presented or sent by the proper Person or Persons. Any action taken by the Trustee pursuant to this Indenture upon the request or authority or consent of any Person who, at the time of making such request or giving such authority or consent is an Owner, shall be conclusive and binding upon all future Owners of the same Bond and upon Bonds issued in exchange therefor or upon transfer or in place thereof.

(f) As to the existence or nonexistence of any fact or as to the sufficiency or validity of any instrument, paper or proceeding, or whenever in the administration of this Indenture the Trustee shall deem it desirable that a matter be proved or established prior to taking, suffering or omitting any action hereunder, the Trustee shall be entitled to rely upon a certificate signed by the Authorized City Representative or an Authorized Company Representative as sufficient evidence of the facts therein contained, and prior to the occurrence of a default of which the Trustee has been notified as provided in subsection (h) of this Section or of which by said subsection it is deemed to have notice, the Trustee shall also be at liberty to accept a similar certificate to the effect that any particular dealing, transaction or action is necessary or expedient, but may at its discretion secure such further evidence deemed necessary or advisable, but shall in no case be bound to secure the same.

(g) The permissive right of the Trustee to do things enumerated in this Indenture shall not be construed as a duty, and the Trustee shall not be answerable for other than its negligence or willful misconduct.

(h) The Trustee shall not be required to take notice or be deemed to have notice of any default hereunder except failure by the City to cause to be made any of the payments to the Trustee required to be made in **Article VI** hereof, unless the Trustee is specifically notified in writing of

such default by the City or by the Owners of at least 25% in aggregate principal amount of all Bonds then Outstanding.

(i) At any and all reasonable times and subject to the Company's reasonable and standard security procedures, the Trustee and its duly authorized agents, attorneys, experts, engineers, accountants and representatives shall have the right, but shall not be required, to inspect any and all of the Project, and all books, papers and records of the City pertaining to the Project and the Bonds, and to take such memoranda from and in regard thereto as may be desired. The Trustee shall treat all proprietary information of the Company as confidential.

(j) The Trustee shall not be required to give any bond or surety in respect to the execution of its trusts and powers hereunder or otherwise in respect of the Project.

(k) The Trustee shall have the right, but shall not be required, to demand, in respect of the authentication of any Bonds, the withdrawal of any cash, the release of any property, or any action whatsoever within the purview of this Indenture, any showings, certificates, opinions, appraisals or other information, or corporate action or evidence thereof, in addition to that by the terms hereof required, as a condition of such action by the Trustee deemed desirable for the purpose of establishing the right of the City to the authentication of any Bonds, the withdrawal of any cash, or the taking of any other action by the Trustee.

(l) Notwithstanding anything in the Indenture or the Lease to the contrary, before taking any action under this Indenture other than the payments from moneys on deposit in the Project Fund or the Bond Fund, as provided herein, the Trustee may require that satisfactory indemnity be furnished to it for the reimbursement of all costs and expenses to which it may be put and to protect it against all liability which it may incur in or by reason of such action, except liability which is adjudicated to have resulted from its negligence or willful misconduct by reason of any action so taken.

(m) Notwithstanding any other provision of this Indenture to the contrary, any provision relating to the conduct of, intended to provide authority to act, right to payment of fees and expenses, protection, immunity and indemnification to the Trustee, shall be interpreted to include any action of the Trustee, whether it is deemed to be in its capacity as Trustee, bond registrar or Paying Agent.

(n) No provision of this Indenture shall require the Trustee to expend or risk its own funds or otherwise incur any financial liability in the performance of its duties hereunder.

Section 1002. Fees, Charges and Expenses of the Trustee. The Trustee shall be entitled to payment of and/or reimbursement for reasonable fees for its ordinary services rendered hereunder and all advances, agent and counsel fees and other ordinary expenses reasonably made or incurred by the Trustee in connection with such ordinary services. If it becomes necessary for the Trustee to perform extraordinary services, it shall be entitled to reasonable extra compensation therefor and to reimbursement for reasonable extraordinary expenses in connection therewith; provided that if such extraordinary services or extraordinary expenses are occasioned by the neglect or willful misconduct of the Trustee, it shall not be entitled to compensation or reimbursement therefor. The Trustee shall be entitled to payment and reimbursement for the reasonable fees and charges of the Trustee as Paying Agent for the Bonds. Pursuant to the provisions of **Section 5.2** of the Lease, the Company has agreed to pay to the Trustee all reasonable fees, charges and expenses of the Trustee under this Indenture. The Trustee agrees that the City shall have no liability for any reasonable fees, charges and expenses of the Trustee, and the Trustee agrees to look only to the Company for the payment of all reasonable fees, charges and expenses of the Trustee and any

Paying Agent as provided in the Lease. Upon the occurrence of an Event of Default and during its continuance, the Trustee shall have a lien with right of payment prior to payment on account of principal of or interest on any Bond, upon all moneys in its possession under any provisions hereof for the foregoing reasonable advances, fees, costs and expenses incurred.

Section 1003. Notice to Owners if Default Occurs. If a default occurs of which the Trustee is by **Section 1001(h)** hereof required to take notice or if notice of default is given as in said subsection (h) provided, then the Trustee shall give written notice thereof to the last known Owners of all Bonds then Outstanding as shown by the bond registration books required by **Section 206** to be kept at the corporate trust office of the Trustee.

Section 1004. Intervention by the Trustee. In any judicial proceeding to which the City is a party and which, in the opinion of the Trustee and its counsel, has a substantial bearing on the interests of Owners, the Trustee may intervene on behalf of Owners and, subject to the provisions of **Section 1001(l)** hereof, shall do so if requested in writing by the Owners of at least 25% of the aggregate principal amount of Bonds then Outstanding.

Section 1005. Successor Trustee Upon Merger, Consolidation or Sale. With the prior written consent of the Company, any corporation or association into which the Trustee may be merged or converted or with or into which it may be consolidated, or to which it may sell or transfer its corporate trust business and assets as a whole or substantially as a whole, or any corporation or association resulting from any merger, conversion, sale, consolidation or transfer to which it is a party, shall be and become successor Trustee hereunder and shall be vested with all the trusts, powers, rights, obligations, duties, remedies, immunities and privileges hereunder as was its predecessor, without the execution or filing of any instrument or any further act on the part of any of the parties hereto.

Section 1006. Resignation of Trustee. The Trustee and any successor Trustee may at any time resign from the trusts hereby created by giving 30 days' written notice to the City, the Company and the Owners, and such resignation shall take effect at the end of such 30 days, or upon the earlier appointment of a successor Trustee by the Owners or by the City, but in any event not before a successor Trustee has been appointed and accepted its duties hereunder.

Section 1007. Removal of Trustee. The Trustee may be removed at any time, with or without cause, by an instrument or concurrent instruments in writing (a) delivered to the Trustee, the City and the Company and signed by the Owners of a majority in aggregate principal amount of Bonds then Outstanding, or (b) so long as no Event of Default under this Indenture or the Lease shall have occurred and be continuing, delivered to the Trustee, the City and the Owners and signed by the Company.

Section 1008. Appointment of Successor Trustee. If the Trustee hereunder resigns or is removed, or otherwise becomes incapable of acting hereunder, or if it is taken under the control of any public officer or officers or of a receiver appointed by a court, a successor Trustee (a) reasonably acceptable to the City may be appointed by the Company (so long as no Event of Default has occurred and is continuing), or (b) reasonably acceptable to the City and the Company (so long as no Event of Default has occurred and is continuing) may be appointed by the Owners of a majority in aggregate principal amount of Bonds then Outstanding, by an instrument or concurrent instruments in writing; provided, nevertheless, that in case of such vacancy, the City, by an instrument executed and signed by its Mayor or City Manager and attested by its City Clerk under its seal, may appoint a temporary Trustee to fill such vacancy until a successor Trustee shall be appointed in the manner above provided. Any such temporary Trustee so appointed by the City shall immediately and without further acts be superseded by the successor Trustee so appointed as provided above. Every such Trustee appointed pursuant to the provisions of this Section shall

be a trust company or bank in good standing and qualified to accept such trust having, or whose obligations are guaranteed by a financial institution having, a reported capital, surplus and undivided profits of not less than $50,000,000. If no successor Trustee has been so appointed and accepted appointment in the manner herein provided within 30 days of any resignation or removal, the Trustee or any Owner may petition any court of competent jurisdiction for the appointment of a successor Trustee, until a successor shall have been appointed as above provided.

Section 1009. Vesting of Trusts in Successor Trustee. Every successor Trustee appointed hereunder shall execute, acknowledge and deliver to its predecessor and also to the City and the Company an instrument in writing accepting such appointment hereunder, and thereupon such successor shall, without any further act, deed or conveyance, become fully vested with all the trusts, powers, rights, obligations, duties, remedies, immunities and privileges of its predecessor and the duties and obligations of such predecessor hereunder shall thereafter cease and terminate; but such predecessor shall, nevertheless, on the written request of the City, and upon approval by the City of the records and accounts of the predecessor Trustee, a release of the predecessor Trustee by the City, and payment of the reasonable fees and expenses of the predecessor Trustee, execute and deliver an instrument transferring to such successor Trustee all the trusts, powers, rights, obligations, duties, remedies, immunities and privileges of such predecessor hereunder; every predecessor Trustee shall deliver all securities and moneys held by it as Trustee hereunder to its successor. Should any instrument in writing from the City be required by any predecessor or successor Trustee for more fully and certainly vesting in such successor the trusts, powers, rights, obligations, duties, remedies, immunities and privileges hereby vested in the predecessor, any and all such instruments in writing shall, on request, be executed, acknowledged and delivered by the City.

Section 1010. Right of Trustee to Pay Taxes and Other Charges. If any tax, assessment or governmental or other charge upon, or insurance premium with respect to, any part of the Project is not paid as required herein or in the Lease, the Trustee may pay such tax, assessment or governmental charge or insurance premium, without prejudice, however, to any rights of the Trustee or the Owners hereunder arising in consequence of such failure; any amount at any time so paid under this Section, with interest thereon from the date of payment at the rate of 10% per annum, shall become an additional obligation secured by this Indenture, and the same shall be given a preference in payment over any payment of principal of or interest on the Bonds, and shall be paid out of the proceeds of rents, revenues and receipts collected from the Project, if not otherwise caused to be paid; but the Trustee shall be under no obligation to make any such payment unless it shall have been requested to do so by the Owners of at least 25% of the aggregate principal amount of Bonds then Outstanding and shall have been provided adequate funds for the purpose of such payment.

Section 1011. Trust Estate May be Vested in Co-Trustee.

(a) It is the purpose of this Indenture that there shall be no violation of any law of any jurisdiction (including particularly the State of Missouri) denying or restricting the right of banking corporations or associations to transact business as trustee in such jurisdiction. It is recognized that in case of litigation under this Indenture or the Lease, and in particular in case of the enforcement of either on default or in case the Trustee deems that by reason of any present or future law of any jurisdiction it may not exercise any of the powers, rights or remedies herein granted to the Trustee, or take any other action which may be desirable or necessary in connection therewith, it may be necessary or desirable that the Trustee appoint an additional individual or institution as a co-trustee or separate trustee, and the Trustee is hereby authorized to appoint such co-trustee or separate trustee. Such co-trustee or separate trustee must be approved by the Company so long as the Company is not in default under the Lease.

(b) If the Trustee appoints an additional individual or institution as a co-trustee or separate trustee (which appointment shall, so long as no Event of Default has occurred and is continuing hereunder,

be subject to the approval of the Company), each and every remedy, power, right, claim, demand, cause of action, immunity, title, interest and lien expressed or intended by this Indenture to be exercised by the Trustee with respect thereto shall be exercisable by such co-trustee or separate trustee but only to the extent necessary to enable such co-trustee or separate trustee to exercise such powers, rights and remedies, and every covenant and obligation necessary to the exercise thereof by such co-trustee or separate trustee shall run to and be enforceable by either of them.

(c) Should any deed, conveyance or instrument in writing from the City be required by the co-trustee or separate trustee so appointed by the Trustee for more fully and certainly vesting in and confirming to such co-trustee such properties, rights, powers, trusts, duties and obligations, any and all such deeds, conveyances and instruments in writing shall, on request, be executed, acknowledged and delivered by the City.

(d) If any co-trustee or separate trustee shall die, become incapable of acting, resign or be removed, all the properties, rights, powers, trusts, duties and obligations of such co-trustee or separate trustee, so far as permitted by law, shall vest in and be exercised by the Trustee until the appointment of a successor to such co-trustee or separate trustee.

Section 1012. Accounting. The Trustee shall render an annual accounting for the period ending December 31 of each year to the City, the Company and to any Owner requesting the same and, upon the request of the Company or the Owner, a semi-annual accounting to the Company and the Owner, showing in reasonable detail all financial transactions relating to the Trust Estate during the accounting period and the balance in any funds or accounts created by this Indenture as of the beginning and close of such accounting period.

Section 1013. Performance of Duties Under the Lease. The Trustee hereby accepts and agrees to perform all duties and obligations assigned to it under the Lease.

ARTICLE XI

SUPPLEMENTAL INDENTURES

Section 1101. Supplemental Indentures Not Requiring Consent of Owners. The City and the Trustee may from time to time, without the consent of or notice to any of the Owners, enter into such Supplemental Indenture or Supplemental Indentures as shall not be inconsistent with the terms and provisions hereof, for any one or more of the following purposes:

(a) To cure any ambiguity or formal defect or omission in this Indenture, or to make any other change which, in the judgment of the Trustee, is not to the material prejudice of the Trustee or the Owners;

(b) To grant to or confer upon the Trustee for the benefit of the Owners any additional rights, remedies, powers or authority that may lawfully be granted to or conferred upon the Owners or the Trustee or either of them;

(c) To more precisely identify any portion of the Project or to add additional property thereto;

(d) To conform the Indenture to amendments to the Lease made by the City and the Company;

(e) To subject to this Indenture additional revenues, properties or collateral; or

(f) To issue Additional Bonds as provided in Section **209** hereof.

Section 1102. Supplemental Indentures Requiring Consent of Owners.

(a) Exclusive of Supplemental Indentures covered by **Section 1101** hereof and subject to the terms and provisions contained in this Section, and not otherwise, the Owners of not less than a majority in aggregate principal amount of the Bonds then Outstanding shall have the right, from time to time, anything contained in this Indenture to the contrary notwithstanding, to consent to and approve the execution by the City and the Trustee of such other Supplemental Indenture or Supplemental Indentures as shall be deemed necessary and desirable by the City for the purpose of modifying, amending, adding to or rescinding, in any particular, any of the terms or provisions contained in this Indenture or in any Supplemental Indenture; provided, however, that without the consent of the Owners of 100% of the principal amount of the Bonds then Outstanding, nothing in this Section contained shall permit or be construed as permitting (1) an extension of the maturity or a shortening of the redemption date of the principal of or the interest, if any, on any Bond issued hereunder, or (2) a reduction in the principal amount of any Bond or the rate of interest thereon, if any, or (3) a privilege or priority of any Bond or Bonds over any other Bond or Bonds, or (4) a reduction in the aggregate principal amount of Bonds the Owners of which are required for consent to any such Supplemental Indenture.

(b) If at the time the City requests the Trustee to enter into any such Supplemental Indenture for any of the purposes of this Section, the Trustee shall cause notice of the proposed execution of such Supplemental Indenture to be mailed to each Owner as shown on the bond registration books required by **Section 206** hereof. Such notice shall briefly set forth the nature of the proposed Supplemental Indenture and shall state that copies thereof are on file at the designated corporate trust office of the Trustee for inspection by all Owners. If within 60 days or such longer period as may be prescribed by the City following the mailing of such notice, the Owners of not less than a majority in aggregate principal amount of the Bonds Outstanding at the time of the execution of any such Supplemental Indenture shall have consented to and approved the execution thereof as herein provided, no Owner shall have any right to object to any of the terms and provisions contained therein, or the operation thereof, or in any manner to question the propriety of the execution thereof, or to enjoin or restrain the Trustee or the City from executing the same or from taking any action pursuant to the provisions thereof.

Section 1103. Company's Consent to Supplemental Indentures. Anything herein to the contrary notwithstanding, a Supplemental Indenture under this Article that affects any rights of the Company shall not become effective unless and until the Company shall have consented in writing to the execution and delivery of such Supplemental Indenture. The Trustee shall cause notice of the proposed execution and delivery of any Supplemental Indenture (regardless of whether it affects the Company's rights) together with a copy of the proposed Supplemental Indenture to be mailed to the Company at least 15 days prior to the proposed date of execution and delivery of the Supplemental Indenture.

Section 1104. Opinion of Counsel. In executing, or accepting the additional trusts created by, any Supplemental Indenture permitted by this Article or the modification thereby of the trusts created by this Indenture, the Trustee and the City shall receive, and, shall be fully protected in relying upon, an opinion of counsel addressed and delivered to the Trustee and the City stating that the execution of such Supplemental Indenture is permitted by and in compliance with this Indenture and will, upon the execution and delivery thereof, be a valid and binding obligation of the City. The Trustee may, but shall not be obligated to, enter into any such Supplemental Indenture which affects the Trustee's rights, duties or immunities under this Indenture or otherwise.

ARTICLE XII

SUPPLEMENTAL LEASES

Section 1201. Supplemental Leases Not Requiring Consent of Owners. The City and the Trustee shall, without the consent of or notice to the Owners, consent to the execution of any Supplemental Lease or Supplemental Leases by the City and the Company as may be required (a) by the provisions of the Lease and this Indenture, (b) for the purpose of curing any ambiguity or formal defect or omission in the Lease, (c) so as to more precisely identify the Project or add additional property thereto, (d) in connection with the issuance of Additional Bonds under **Section 209** hereof, or (e) in connection with any other change therein which, in the judgment of the Trustee, does not materially and adversely affect the Trustee or security for the Owners.

Section 1202. Supplemental Leases Requiring Consent of Owners. Except for Supplemental Leases as provided for in **Section 1201** hereof, neither the City nor the Trustee shall consent to the execution of any Supplemental Lease or Supplemental Leases by the City or the Company without the mailing of notice and the obtaining of the written approval or consent of the Owners of not less than a majority in aggregate principal amount of the Bonds at the time Outstanding given and obtained as provided in **Section 1102** hereof. If at any time the City and the Company shall request the consent of the Trustee to any such proposed Supplemental Lease, the Trustee shall cause notice of such proposed Supplemental Lease to be mailed in the same manner as provided in **Section 1102** hereof with respect to Supplemental Indentures. Such notice shall briefly set forth the nature of such proposed Supplemental Lease and shall state that copies of the same are on file in the designated corporate trust office of the Trustee for inspection by all Owners. If within 60 days or such longer period as may be prescribed by the City following the mailing of such notice, the Owners of not less than 50% in aggregate principal amount of the Bonds Outstanding at the time of the execution of any such Supplemental Lease shall have consented to and approved the execution thereof as herein provided, no Owner shall have any right to object to any of the terms and provisions contained therein, or the operation thereof, or in any manner to question the propriety of the execution thereof, or to enjoin or restrain the Trustee or the City from executing the same or from taking any action pursuant to the provisions thereof.

Section 1203. Opinion of Counsel. In executing or consenting to any Supplemental Lease permitted by this Article, the City and the Trustee shall receive, and shall be fully protected in relying upon, an opinion of counsel addressed to the Trustee and the City stating that the executing of such Supplemental Lease is authorized or permitted by this Indenture and the Lease and the applicable law and will upon the execution and delivery thereof be valid and binding obligations of the parties thereof.

ARTICLE XIII

SATISFACTION AND DISCHARGE OF INDENTURE

Section 1301. Satisfaction and Discharge of this Indenture.

(a) When the principal of and interest on all the Bonds have been paid in accordance with their terms or provision has been made for such payment, as provided in **Section 1302** hereof, and provision also made for paying all other sums payable hereunder and under the Lease and the Performance Agreement, including the reasonable fees and expenses of the Trustee, the City and Paying Agent to the date of retirement of the Bonds, then the right, title and interest of the Trustee in respect hereof shall thereupon

cease, determine and be void. Thereupon, the Trustee shall cancel, discharge and release this Indenture and shall upon the written request of the City or the Company execute, acknowledge and deliver to the City such instruments of satisfaction and discharge or release as shall be required to evidence such release and the satisfaction and discharge of this Indenture, and shall assign and deliver to the City (subject to the City's obligations under **Section 11.2** of the Lease) any property at the time subject to this Indenture which may then be in its possession, except amounts in the Bond Fund required to be paid to the Company under **Section 603** hereof and except funds or securities in which such funds are invested held by the Trustee for the payment of the principal of and interest on the Bonds.

(b) The City is hereby authorized to accept a certificate by the Trustee that the whole amount of the principal and interest, if any, so due and payable upon all of the Bonds then Outstanding has been paid or such payment provided for in accordance with **Section 1302** hereof as evidence of satisfaction of this Indenture, and upon receipt thereof shall cancel and erase the inscription of this Indenture from its records.

Section 1302. Bonds Deemed to be Paid.

(a) Bonds shall be deemed to be paid within the meaning of this Article when payment of the principal of and interest thereon to the due date thereof (whether such due date be by reason of maturity or upon redemption as provided in this Indenture, or otherwise), either (1) have been made or caused to be made in accordance with the terms thereof, or (2) have been provided for by depositing with the Trustee or other commercial bank or trust company having full trust powers and authorized to accept trusts in the State in trust and irrevocably set aside exclusively for such payment (i) moneys sufficient to make such payment or (ii) Government Securities maturing as to principal and interest in such amount and at such times as will insure the availability of sufficient moneys to make such payment, or (3) have been provided for by surrendering the Bonds to the Trustee for cancellation. At such time as Bonds are deemed to be paid hereunder, as aforesaid, they shall no longer be secured by or entitled to the benefits of this Indenture, except for the purposes of such payment from such moneys or Government Securities.

(b) Notwithstanding the foregoing, in the case of Bonds which by their terms may be redeemed before the stated maturities thereof, no deposit under clause (2) of the immediately preceding paragraph shall be deemed a payment of such Bonds as aforesaid until, as to all such Bonds which are to be redeemed before their respective stated maturities, proper notice of such redemption shall have been given in accordance with **Article III** of this Indenture or irrevocable instructions shall have been given to the Trustee to give such notice.

(c) Notwithstanding any provision of any other section of this Indenture which may be contrary to the provisions of this Section, all moneys or Government Securities set aside and held in trust pursuant to the provisions of this Section for the payment of Bonds shall be applied to and used solely for the payment of the particular Bonds, with respect to which such moneys and Government Securities have been so set aside in trust.

ARTICLE XIV

MISCELLANEOUS PROVISIONS

Section 1401. Consents and Other Instruments by Owners. Any consent, request, direction, approval, objection or other instrument required by this Indenture to be signed and executed by the Owners may be in any number of concurrent writings of similar tenor and may be signed or executed by such Owners in Person or by agent appointed in writing. Proof of the execution of any such instrument or of the

writing appointing any such agent and of the ownership of Bonds (other than the assignment of ownership of a Bond) if made in the following manner, shall be sufficient for any of the purposes of this Indenture, and shall be conclusive in favor of the Trustee with regard to any action taken, suffered or omitted under any such instrument, namely:

(a) The fact and date of the execution by any Person of any such instrument may be proved by the certificate of any officer in any jurisdiction who by law has power to take acknowledgments within such jurisdiction that the Person signing such instrument acknowledged before him the execution thereof, or by affidavit of any witness to such execution.

(b) The fact of ownership of Bonds and the amount or amounts, numbers and other identification of such Bonds, and the date of holding the same shall be proved by the registration books of the City maintained by the Trustee pursuant to **Section 206** hereof.

Section 1402. Limitation of Rights Under this Indenture. With the exception of rights herein expressly conferred, nothing expressed or mentioned in or to be implied from this Indenture or the Bonds is intended or shall be construed to give any Person other than the parties hereto, and the Owners, if any, any right, remedy or claim under or in respect to this Indenture, this Indenture and all of the covenants, conditions and provisions hereof being intended to be and being for the sole and exclusive benefit of the parties hereto and the Owners, as herein provided.

Section 1403. Notices. It shall be sufficient service of any notice, request, complaint, demand or other paper required by this Indenture to be given or filed with the City, the Trustee, the Company or Owners if the same is duly mailed, postage prepaid, sent by overnight delivery or other delivery service or sent by facsimile:

(a) To the City:

City of Springfield, Missouri
Busch Municipal Building, 4th Floor
840 Boonville Avenue
Springfield, Missouri 65802
Attention: City Manager

(b) To the Trustee:

BOKF, N.A.
2405 Grand Blvd, Ste. 840
Kansas City, MO 64108
Attention: Corporate Trust Department

(c) To the Company:

Kraft Heinz Foods Company
200 E. Randolph Street
Chicago, Illinois 60601
Attention: Greg Hay, Director, US Government Affairs

With a copy to:

Kraft Heinz Foods Company

200 E. Randolph Street
Chicago, Illinois 60601
Attention: Legal Department

(d) To the Owners if the same is duly mailed by first class, registered or certified mail addressed to each of the Owners of Bonds at the time Outstanding as shown by the bond registration books required by **Section 206** hereof to be kept at the corporate trust office of the Trustee.

All notices given by certified or registered mail as aforesaid shall be deemed fully given as of the date they are so mailed; provided, however, that notice to the Trustee shall be effective only upon receipt. All notices given by overnight delivery or other delivery service shall be deemed fully given as of the date when receipted. All notices given by facsimile shall be deemed fully given as of the date when receipted. A duplicate copy of each notice, certificate or other communication given hereunder by either the City or the Trustee to the other shall also be given to the Company. The City, the Company and the Trustee may from time to time designate, by notice given hereunder to the others of such parties, such other address to which subsequent notices, certificates or other communications shall be sent.

Section 1404. Severability. If any provision of this Indenture shall be held or deemed to be invalid, inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions, or in all cases because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative or unenforceable to any extent whatever.

Section 1405. Execution in Counterparts. This Indenture may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 1406. Governing Law. This Indenture shall be governed exclusively by and construed in accordance with the applicable laws of the State.

Section 1407. Electronic Storage. The parties agree that the transaction described herein may be conducted and related documents may be received, sent or stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

[Remainder of Page Intentionally Left Blank.]

IN WITNESS WHEREOF, the City has caused this Indenture to be signed in its name and behalf by its City Manager and the seal of the City to be hereunto affixed and attested by the City Clerk, and to evidence its acceptance of the trusts hereby created, the Trustee has caused this Indenture to be signed in its name and behalf by its duly authorized officer, all as of the date first above written.

CITY OF SPRINGFIELD, MISSOURI

By: _____
Name: Jason Gage
Title: City Manager

[SEAL]

ATTEST:

By: _____
Name: Anita Cotter
Title: City Clerk

Approved as to Form:

By: _____
City Attorney

BOKF, N.A.,
as Trustee

By _____
Name:
Title:

EXHIBIT A

DESCRIPTION OF PROJECT SITE

1951 E Meadowmere Street, Springfield, MO 65804, legally described as follows:

Tract I:
The East One-half (E½) of the following: Beginning at the Southeast corner of the Northwest Quarter (NW¼) of the Northwest Quarter (NW¼) of Section Twenty-nine (29), Township Twenty-nine (29) Range Twenty-one (21), thence West along said Quarter Section Line 298 feet; thence North 1138.7 feet to a point on the South and West side of the county road, said road being immediately South and West of the right of way of the railroad; thence in a Southeasterly course 380 feet to the line dividing the Northwest Quarter (NW¼) and the Northeast Quarter (NE¼) of the Northwest Quarter (NW¼) of said Section; thence South 1015 feet to the place of beginning, all in the City of Springfield, Greene County, Missouri, except that part deeded from said East One-half (E½) to Johnson in Book 1035 at Page 125, and also except any part thereof taken, deeded or used for road or highway purposes.

Tract II:
The East Fifty (50) feet of Lots One (1), Two (2), and Three (3) and the East 5 feet of the West 150 feet of Lots One (1) and Two (2) in Crutcher's Country Club District, a subdivision in Greene County, Missouri, according to the recorded plat thereof.

Tract III:
Beginning at a point 160.1 feet West of the Southeast corner of the Northwest Quarter (NW¼) of the Northwest Quarter (NW¼) of Section Twenty-nine (29), Township Twenty-nine (29), Range Twenty-one (21), and running thence West 139.9 feet; thence North 1301.5 feet to the right of way of the St. Louis and San Francisco Railway; thence Southeasterly along said right of way 190.9 feet; thence South 1146.46 feet to the place of beginning, in Greene County, Missouri, except any part thereof deeded.

EXHIBIT B

PROJECT

All equipment and personal property items designated by the Company now or hereafter procured, assembled, manufactured or installed at the Project Site by the Company paid for, or reimbursed, with Bond proceeds and all additions, replacements, alterations, substitutions thereto now or hereafter effected and specifically designated by the Company. A replacement item may be included by the Company as a part of the Project under the conditions set forth in the Lease.

EXHIBIT C

FORM OF BONDS

THIS BOND OR ANY PORTION HEREOF MAY BE TRANSFERRED, ASSIGNED OR NEGOTIATED ONLY AS PROVIDED IN THE HEREIN DESCRIBED INDENTURE.

No. 1 **Not to Exceed $48,000,000**

UNITED STATES OF AMERICA
STATE OF MISSOURI

CITY OF SPRINGFIELD, MISSOURI
TAXABLE INDUSTRIAL DEVELOPMENT REVENUE BOND
(KRAFT HEINZ FOODS COMPANY PROJECT)
SERIES 2020

Interest Rate	Maturity Date	Dated Date
5.00%	December 1, 2026	July ___, 2020

OWNER: KRAFT HEINZ FOODS COMPANY

MAXIMUM PRINCIPAL AMOUNT: FORTY-EIGHT MILLION DOLLARS

THE CITY OF SPRINGFIELD, MISSOURI, a municipal corporation organized and existing under the laws of the State of Missouri (the "City"), for value received, promises to pay, but solely from the source hereinafter referred to, to the Owner named above, or registered assigns thereof, on the Maturity Date shown above, the principal amount shown above, or such lesser amount as may be outstanding hereunder as reflected on **Schedule I** hereto held by the Trustee as provided in the hereinafter referred to Indenture. The City agrees to pay such principal amount to the Owner in any coin or currency of the United States of America which on the date of payment thereof is legal tender for the payment of public and private debts, and in like manner to pay to the Owner hereof, either by check or draft mailed to the Owner at a stated address as it appears on the bond registration books of the City kept by the Trustee under the within mentioned Indenture or, in certain situations authorized in the Indenture, by internal bank transfer or by wire transfer to an account in a commercial bank or savings institution located in the continental United States. Interest on the Cumulative Outstanding Principal Amount (as hereinafter defined) at the per annum Interest Rate stated above, is payable in arrears on each December 1, commencing on December 1, 2020, and continuing thereafter until the earlier of the date on which said Cumulative Outstanding Principal Amount is paid in full or the Maturity Date. Interest on each advancement of the principal amount of this Bond shall accrue from the date that such advancement is made, computed on the basis of a year of 360 days consisting of 12 months of 30 days each.

As used herein, the term "Cumulative Outstanding Principal Amount" means all Bonds outstanding under the terms of the hereinafter-defined Indenture, as reflected on **Schedule I** hereto maintained by the Trustee.

THIS BOND is one of a duly authorized series of Bonds of the City designated "City of Springfield, Missouri, Taxable Industrial Development Revenue Bonds (Kraft Heinz Foods Company Project), Series 2020," in the maximum aggregate principal amount of $48,000,000 (the "Bonds"), to be issued for the purpose of acquiring and installing new equipment and machinery (the "Project") at the Company's existing plant located on certain real property in Springfield, Missouri (the "Project Site"). The City will lease the Project to Kraft Heinz Foods Company, a limited liability company organized and existing under the laws of the State of Pennsylvania and authorized to do business in Missouri (the "Company"), under the terms of a Lease Agreement dated as of July 1, 2020 (said Lease Agreement, as amended and supplemented from time to time in accordance with the provisions thereof, being herein called the "Lease"), between the City and the Company, all pursuant to the authority of and in full compliance with the provisions, restrictions and limitations of the Constitution and statutes of the State of Missouri, including particularly the Act, the charter of the City and pursuant to proceedings duly had by the Council of the City.

THE BONDS are issued under and are equally and ratably secured and entitled to the protection given by a Trust Indenture dated as of July 1, 2020 (said Trust Indenture, as amended and supplemented from time to time in accordance with the provisions thereof, being herein called the "Indenture"), between the City and BOKF, N.A., Kansas City, Missouri, as trustee (the "Trustee"). *Capitalized terms not defined herein shall have the meanings set forth in the Indenture.*

Subject to the terms and conditions set forth therein, the Indenture permits the City to issue Additional Bonds (as defined in the Indenture) secured by the Indenture on a parity with the Bonds. Reference is hereby made to the Indenture for a description of the provisions, among others, with respect to the nature and extent of the security for the Bonds, the rights, duties and obligations of the City, the Trustee and the Owners, and the terms upon which the Bonds are issued and secured.

THE BONDS are subject to redemption as described in the Indenture. If the Bonds are to be called for optional redemption, the Company shall deliver written notice to the City and the Trustee that it has elected to redeem all or a portion of the Bonds at least 40 days (10 days if there is one Owner) prior to the scheduled redemption date. The Trustee shall then deliver written notice to the Owner of this Bond at least 30 days (five days if there is one Owner) before the scheduled redemption date by facsimile and by first-class mail stating the date upon which the Bonds will be redeemed and paid.

THE BONDS, including interest thereon, are special obligations of the City and are payable solely out of the rents, revenues and receipts derived by the City from the Project and the Lease and not from any other fund or source of the City, and is secured by a pledge and assignment of the Project and of such rents, revenues and receipts, including all rentals and other amounts to be received by the City under and pursuant to the Lease, all as provided in the Indenture. The Bonds do not constitute a general obligation of the City or the State of Missouri, and neither the City nor said State shall be liable thereon, and the Bonds shall not constitute an indebtedness within the meaning of any constitutional, charter or statutory debt limitation or restriction, and are not payable in any manner by taxation. Pursuant to the provisions of the Lease, rental payments sufficient for the prompt payment when due of the principal of and interest on the Bonds are to be paid by the Company directly to the Trustee for the account of the City and deposited in a special fund created by the City and designated the "City of Springfield, Missouri, Bond Fund -- Kraft Heinz Foods Company"

THE OWNER of this Bond shall have no right to enforce the provisions of the Indenture or to institute action to enforce the covenants therein, or to take any action with respect to any event of default under the Indenture, or to institute, appear in or defend any suit or other proceedings with respect thereto, except as provided in the Indenture. In certain events, on the conditions, in the manner and with the effect

set forth in the Indenture, the principal of all the Bonds issued under the Indenture and then Outstanding may become or may be declared due and payable before the stated maturity thereof, together with interest accrued thereon. Modifications or alterations of this Bond or the Indenture may be made only to the extent and in the circumstances permitted by the Indenture.

THIS BOND is transferable, as provided in the Indenture, only upon the books of the City kept for that purpose at the above-mentioned office of the Trustee by the Owner hereof in Person or by such Person's duly authorized attorney, upon surrender of this Bond together with a written instrument of transfer satisfactory to the Trustee duly executed by the Owner or such Person's duly authorized attorney, and thereupon a new fully registered Bond or Bonds, in the same aggregate principal amounts, shall be issued to the transferee in exchange therefor as provided in the Indenture, and upon payment of the charges therein prescribed. The City, the Trustee and any Paying Agent may deem and treat the Person in whose name this Bond is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes.

THE BONDS are issuable in the form of one fully-registered Bond up to the maximum principal amount of $48,000,000.

THIS BOND shall not be valid or become obligatory for any purposes or be entitled to any security or benefit under the Indenture until the Certificate of Authentication hereon shall have been executed by the Trustee.

IT IS HEREBY CERTIFIED AND DECLARED that all acts, conditions and things required to exist, happen and be performed precedent to and in the execution and delivery of the Indenture and the issuance of this Bond do exist, have happened and have been performed in due time, form and manner as required by the Constitution and laws of the State of Missouri.

IN WITNESS WHEREOF, City of Springfield, Missouri, has caused this Bond to be executed in its name by the manual or facsimile signature of its Mayor or City Manager, attested by the manual or facsimile signature of its City Clerk and its corporate seal to be affixed hereto or imprinted hereon, and has caused this Bond to be dated the date set forth above.

CERTIFICATE OF AUTHENTICATION

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

Registration Date: _____

BOKF, N.A.,
as Trustee

By _____
Authorized Signatory

CITY OF SPRINGFIELD, MISSOURI

By: _____
City Manager

ATTEST: (Seal)

_____
City Clerk

SCHEDULE I

TABLE OF CUMULATIVE OUTSTANDING PRINCIPAL AMOUNT

CITY OF SPRINGFIELD, MISSOURI
TAXABLE INDUSTRIAL DEVELOPMENT REVENUE BOND
(KRAFT HEINZ FOODS COMPANY PROJECT)
SERIES 2020

Bond No. 1

Date	Principal Amount Advanced	Principal Amount Redeemed	Cumulative Outstanding Principal Amount	Notation Made By

FORM OF ASSIGNMENT

(NOTE RESTRICTIONS ON TRANSFERS)

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

_____

Print or Typewrite Name, Address and Social Security or
other Taxpayer Identification Number of Transferee

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____ agent to transfer the within Bond on the books kept by the Trustee for the registration and transfer of Bonds, with full power of substitution in the premises.

Dated: _____.

_____

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

Place Signature Medallion below:

EXHIBIT D

FORM OF REPRESENTATION LETTER

City of Springfield, Missouri
Busch Municipal Building, 4th Floor
840 Boonville Avenue
Springfield, Missouri 65802
Attention: City Manager

BOKF, N.A.
2405 Grand Blvd, Ste. 840
Kansas City, MO 64108
Attention: Corporate Trust Department

Re: $48,000,000 Maximum Principal Amount of Taxable Industrial Development Revenue Bonds (Kraft Heinz Foods Company Project), Series 2020, of City of Springfield, Missouri

Ladies and Gentlemen:

In connection with the purchase of the above-referenced Bonds (the "Bonds"), the undersigned purchaser of the Bonds (the "Purchaser") hereby represents, warrants and agrees as follows:

1. The Purchaser fully understands that (a) the Bonds have been issued under and pursuant to a Trust Indenture dated as of July 1, 2020 (the "Indenture"), between the City of Springfield, Missouri (the "City") and BOKF, N.A., as trustee (the "Trustee"), and (b) the Bonds are payable solely out of certain rents, revenues and receipts to be derived from the leasing or sale of the Project (as defined in the Indenture) to Kraft Heinz Foods Company, a limited liability company organized and existing under the laws of the State of Pennsylvania and authorized to do business in Missouri (the "Company"), under a Lease Agreement dated as of July 1, 2020 (the "Lease"), between the City and the Company, with certain of such rents, revenues and receipts being pledged and assigned by the City to the Trustee under the Indenture to secure the payment of the principal of and interest on the Bonds.

2. The Purchaser understands that the Bonds have not been registered under the Securities Act of 1933, as amended (the "1933 Act"), or the securities laws of any state and will be sold to the Purchaser in reliance upon certain exemptions from registration and in reliance upon the representations and warranties of the Purchaser set forth herein.

3. The Purchaser understands that the Bonds are transferable only in the manner provided for in the Indenture and discussed below and warrants that it is acquiring the Bonds for its own account with the intent of holding the Bonds as an investment, and the acquisition of the Bonds is not made with a view toward their distribution or for the purpose of offering, selling or otherwise participating in a distribution of the Bonds.

4. The Purchaser agrees not to attempt to offer, sell, hypothecate or otherwise distribute the Bonds to others unless authorized by the terms of the Indenture and upon receipt of any required opinion of counsel acceptable to the City, the Company, the Trustee and the purchaser that all registration and disclosure requirements of the Securities and Exchange Commission and all other appropriate federal and Missouri securities laws and the securities law of any other applicable state are complied with.

5. The Company has (a) furnished to the Purchaser such information about itself as the Purchaser deems necessary in order for it to make an informed investment decision with respect to the purchase of the Bonds, (b) made available to the Purchaser, during the course of this transaction, ample opportunity to ask questions of, and to receive answers from, appropriate officers of the City and the terms and conditions of the offering of the Bonds, and (c) provided to the undersigned all additional information which it has requested.

6. The Purchaser acknowledges that no offering document has been prepared in connection with the sale of the Bonds. The Purchaser further acknowledges that it has timely received in satisfactory form and manner all proceedings, certificates, opinions, letters and other documents required to be submitted to Purchaser pursuant to the Bond Purchase Agreement prior to or on the date of the delivery of and payment for the Bonds, and that the City and the Company have in all respects complied with and satisfied all of their respective obligations to the Purchaser which are required under the Bond Purchase Agreement to be complied with and satisfied on or before such date.

7. The Purchaser is now, and was when it agreed to purchase the Bonds, familiar with the operations of the Company and fully aware of terms and risks of the Bonds and that the Purchaser is relying on its own knowledge and investigation of facts and circumstances relating to the purchase of the Bonds. The Purchaser believes that the Bonds being acquired are a security of the type that the Purchaser wishes to purchase and hold for investment and that the nature and amount thereof are consistent with its investment program.

8. The Purchaser is fully aware of and satisfied with (i) the current status of the title to the Project and any issues related thereto and (ii) the terms, amounts and providers of the insurance maintained pursuant to **Article VII** of the Lease, and the undersigned is purchasing the Bonds with full knowledge of such matters.

9. The Purchaser understands and agrees that the interest on the Bonds *is* subject to federal and state income taxation.

10. The Purchaser hereby directs the Trustee to hold the Bonds in trust for the undersigned pursuant to **Section 204(c)** of the Indenture.

Dated: _____, 20___

[PURCHASER OF BONDS]

By:_____
Name: _____
Title: _____

Exhibit C

CITY OF SPRINGFIELD, MISSOURI,
As Lessor,

AND

KRAFT HEINZ FOODS COMPANY,
As Lessee

LEASE AGREEMENT

Dated as of July 1, 2020

Relating to:

$48,000,000
(Aggregate Maximum Principal Amount)
City of Springfield, Missouri
Taxable Industrial Development Revenue Bonds
(Kraft Heinz Foods Company Project)
Series 2020

The interest of the City of Springfield, Missouri (the "City"), in this Lease Agreement has been pledged and assigned to BOKF, N.A., Kansas City, Missouri, as Trustee under the Trust Indenture dated as of July 1, 2020, between the City and the Trustee.

LEASE AGREEMENT

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LEASE AGREEMENT

THIS LEASE AGREEMENT, dated as of July 1, 2020 (the "Lease"), is between the **CITY OF SPRINGFIELD, MISSOURI,** a constitutional home rule charter city and municipal corporation organized and existing under the laws of the State of Missouri, as lessor (the "City"), and **KRAFT HEINZ FOODS COMPANY,** a Pennsylvania limited liability company, as lessee (the "Company");

RECITALS:

1. The City is authorized under Article VI, Section 27(b) of the Missouri Constitution and Sections 100.010 through 100.200 of the Revised Statutes of Missouri, as amended (the "Act"), to purchase, construct, extend and improve certain "projects" (as defined in Section 100.010 of the Act) and to issue industrial development revenue bonds for the purpose of providing funds to pay the costs of such projects and to lease or otherwise dispose of such projects to private persons or corporations for manufacturing, commercial, warehousing and industrial development purposes upon such terms and conditions as the City shall deem advisable.

2. Pursuant to the Act, the City Council of the City gave notice to the affected taxing jurisdictions in accordance with Section 100.059.1 of the Act regarding the financing of the costs of a project for the Company, consisting of the acquisition and installation of new equipment and machinery (collectively, the "Project," as more fully described on **Exhibit B** hereto) at the Company's existing manufacturing facility located on certain real property in Springfield, Missouri (the "Project Site," as more fully described on **Exhibit A** hereto), out of the proceeds of industrial development revenue bonds to be issued under the Act.

3. Following such notice to affected taxing jurisdictions and a public hearing, the Council of the City passed Special Ordinance No. _____ on June ___, 2020 (the "Ordinance"), approving a plan for the Company's economic development project to be financed through the issuance of $48,000,000 maximum aggregate principal amount of Taxable Industrial Development Revenue Bonds (Kraft Heinz Foods Company Project), Series 2020 (the "Bonds").

4. Pursuant to the Ordinance, the City is authorized to execute and deliver (a) the Trust Indenture dated as of even date herewith (the "Indenture"), between the City and BOKF, N.A., as bond trustee (the "Trustee"), for the purpose of issuing and securing the Bonds, (b) this Lease with the Company, as lessee, under which the City, as lessor, will purchase and equip the Project and will lease the Project to the Company, in consideration of rentals which will be sufficient to pay the principal of and interest on the Bonds, and (c) the Performance Agreement for the purpose of setting forth the terms and conditions of the Project's exemption from *ad valorem* personal property taxes and certain payments in lieu of taxes to be made by the Company with respect to the Project.

5. Pursuant to the foregoing, the City desires to lease the Project to the Company and the Company desires to lease the Project from the City, for the rentals and upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the premises and the mutual representations, covenants and agreements herein contained, the City and the Company do hereby represent, covenant and agree as follows:

ARTICLE I

DEFINITIONS

Section 1.1. Definitions of Words and Terms. In addition to any words and terms defined elsewhere in this Lease and the words and terms defined in **Section 101** of the Indenture which definitions are hereby incorporated herein by reference, and terms defined, the following words and terms as used in this Lease shall have the following meanings:

"Additional Rent" means the additional rental described in **Sections 5.2** and **6.2** of this Lease.

"Basic Rent" means the rental described in **Section 5.1** of this Lease.

"Environmental Law" means and includes the Comprehensive Environmental Response, Compensation and Liability Act of 1980, the Resource Conservation and Recovery Act, the Superfund Amendments and Reauthorization Act of 1986, any other "Superfund" or "Superlien" law, or any other federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct concerning any Hazardous Materials, as now or at any time hereafter in effect.

"Equipment Financing" means any financings which the Company may undertake with an Equipment Lender with respect to the Project or any portion thereof.

"Equipment Financing Documents" means all loan agreements, notes, security documents, UCC financing statements, acknowledgements, assignments and other documents securing, evidencing or otherwise pertaining to any Equipment Financing.

"Equipment Lender" means all third parties entering into any Equipment Financing Documents or receiving delivery of or the benefit from any Equipment Financing Documents, including the Equipment Lender's designee, nominee, assignee, transferee, purchaser in foreclosure or receiver.

"Full Insurable Value" means the reasonable replacement cost of the Project less physical depreciation and exclusive of land, excavations, footings, foundation and parking lots as determined in accordance with **Section 7.2(a)** hereof.

"Lease Term" means the period from the effective date of this Lease until the expiration thereof pursuant to **Section 3.2** of this Lease.

"Net Proceeds" means, when used with respect to any insurance or condemnation award with respect to the Project, the gross proceeds from the insurance or condemnation award with respect to which that term is used remaining after payment of all expenses (including attorneys' fees, trustee's fees and any extraordinary expenses of the City and the Trustee) incurred in the collection of such gross proceeds.

"Permitted Encumbrances" means, as of any particular time, as the same may encumber the Project (a) liens for ad valorem taxes and special assessments not then delinquent, (b) the Indenture, the Lease and the Performance Agreement, (c) utility, access and other easements and rights-of-way, mineral rights, restrictions, exceptions and encumbrances that will not materially interfere with or impair the operations being conducted on the Project Site or easements granted to the City, (d) such minor defects, irregularities, encumbrances, easements, mechanic's liens, rights-of-way and clouds on title as normally exist with respect to properties similar in character to the Project and as do not in the aggregate materially impair the property affected thereby for the purpose for which it was acquired or is held by the City, (e)

liens or security interests granted pursuant to any Equipment Financing Documents, and (f) any other lien, encumbrance, lease, easements, restrictions or covenants consented to in writing by the Company and the Owners of 100% of the principal amount of the Bonds. Nothing in this definition shall authorize or permit any party other than the Company to create or consent to the creation of any Permitted Encumbrance.

"Plans and Specifications" means the plans and specifications prepared for and showing the Project, as amended by the Company from time to time, the same being duly certified by the Company, and on file with the Company in Springfield, Missouri, or with the architect/engineers retained by the Company for the Project, and which shall be available for reasonable inspection by the City, the Trustee and their duly appointed representatives.

Section 1.2. Rules of Interpretation.

(a) Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders.

(b) Unless the context shall otherwise indicate, words importing the singular number shall include the plural and vice versa, and words importing persons shall include firms, associations and corporations, including governmental entities, as well as natural persons.

(c) Wherever in this Lease it is provided that either party shall or will make any payment or perform or refrain from performing any act or obligation, each such provision shall, even though not so expressed, be construed as an express covenant to make such payment or to perform, or not to perform, as the case may be, such act or obligation.

(d) All references in this instrument to designated "Articles," "Sections" and other subdivisions are, unless otherwise specified, to the designated Articles, Sections and subdivisions of this instrument as originally executed. The words "herein," "hereof," "hereunder" and other words of similar import refer to this Lease as a whole and not to any particular Article, Section or other subdivision.

(e) The Table of Contents and the Article and Section headings of this Lease shall not be treated as a part of this Lease or as affecting the true meaning of the provisions hereof.

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

Section 1.3. Acceptance of Indenture. The Company acknowledges that it has received an executed copy of the Indenture and that it is familiar with the terms and conditions of the Indenture. The Company further covenants that it will comply with all the conditions and covenants contained in the Indenture relating to the Company and the Project, and that it will not take any action which would cause a default thereunder or jeopardize the rights of the Trustee, the City or the Bondowners.

ARTICLE II

REPRESENTATIONS

Section 2.1. Representations by the City. The City makes the following representations as the basis for the undertakings on its part herein contained:

(a) The City is a constitutional home rule charter city and municipal corporation duly organized and validly existing under the laws of the State of Missouri. Under the provisions of the Act and its Charter, the City has lawful power and authority to enter into the transactions contemplated by this Lease and to carry out its obligations hereunder. By proper action of its governing body, the City has been duly authorized to execute and deliver this Lease, acting by and through its duly authorized officers;

(b) The City proposes to purchase and install the Project or cause the Project to be purchased and installed. The City will lease the Project to the Company and sell the Project or any portion thereof to the Company if the Company exercises its option to purchase the Project or any portion thereof as provided herein, all for the purpose of furthering the public purposes of the Act;

(c) To finance the costs of the Project, the City proposes to issue the Bonds which will be scheduled to mature as set forth in **Article II** of the Indenture and will be subject to redemption prior to maturity in accordance with the provisions of **Article III** of the Indenture;

(d) The Bonds are to be issued under and secured by the Indenture, pursuant to which the Project and the net earnings therefrom, including all rents, revenues and receipts to be derived by the City from the leasing or sale of the Project, will be pledged and assigned to the Trustee as security for payment of the principal of and interest on the Bonds;

(e) The City will not permit a lien to be placed on the Project or pledge the revenues derived therefrom for any bonds or other obligations other than the Bonds except with the written consent of the Authorized Company Representative;

(f) The City shall have no authority to operate the Project as a business or in any other manner except as the lessor thereof;

(g) The purchase and installation of the Project and the leasing of the Project by the City to the Company will further the public purposes of the Act; and

(h) No member of the governing body of the City or any other officer of the City has any significant or conflicting interest, financial, employment or otherwise, in the Company or in the transactions contemplated hereby.

Section 2.2. Representations by the Company. The Company makes the following representations as the basis for the undertakings on its part herein contained:

(a) The Company is a limited liability company duly incorporated, validly existing and in good standing under the laws of the State of Pennsylvania and is authorized to conduct business in the State of Missouri;

(b) The Company has lawful power and authority to enter into this Lease and to carry out its obligations hereunder and by proper corporate action of its governing body, the Company has been duly authorized to execute and deliver this Lease, acting by and through its duly authorized officers and representatives;

(c) The execution and delivery of this Lease, the consummation of the transactions contemplated hereby, and the performance of or compliance with the terms and conditions of this Lease by the Company will not conflict with or result in a material breach of any of the terms, conditions or provisions of, or constitute a material default under, any mortgage, deed of trust, lease or any other corporate restrictions or any agreement or instrument to which the Company is a party or by which it or any of its

property is bound, or the Company's organizational documents or any order, rule or regulation applicable to the Company or any of its property of any court or governmental body, or constitute a material default under any of the foregoing, or result in the creation or imposition of any prohibited lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of the Company under the terms of any instrument or agreement to which the Company is a party;

(d) The estimated costs of purchasing and installing the Project supplied by the Company are in accordance with sound accounting principles;

(e) The Project will comply in all material respects with all presently applicable building and zoning, health, environmental and safety orders and laws and all other applicable laws, rules and regulations; and

(f) The Project is located wholly within the corporate limits of the City of Springfield, Missouri.

ARTICLE III

GRANTING PROVISIONS

Section 3.1. Granting of Leasehold Estate. The City hereby rents, leases and lets the Project to the Company, and the Company hereby rents, leases and hires the Project from the City, subject to Permitted Encumbrances, for the rentals and upon and subject to the terms and conditions herein contained.

Section 3.2. Lease Term. This Lease shall become effective upon its delivery, and subject to sooner termination pursuant to the provisions of this Lease, shall have a term commencing as of the date of this Lease and terminating on December 1, 2026.

Section 3.3. Possession and Use of the Project.

(a) The City covenants and agrees that as long as neither the City nor the Trustee has exercised any of the remedies set forth in **Section 12.2(b)** following the occurrence and continuance of an Event of Default, the Company shall have sole and exclusive possession of the Project (subject to Permitted Encumbrances and the City's and the Trustee's right of access pursuant to **Section 10.3** hereof) and shall and may peaceably and quietly have, hold and enjoy the Project during the Lease Term. The City covenants and agrees that it will not take any action, other than expressly pursuant to **Article XII** hereof, to prevent the Company from having quiet and peaceable possession and enjoyment of the Project during the Lease Term and will, at the request and expense of the Company, cooperate with the Company in order that the Company may have quiet and peaceable possession and enjoyment of the Project and will defend the Company's enjoyment and possession thereof against all parties.

(b) Subject to the provisions of this Section, the Company shall have the right to use the Project for any lawful purpose allowed by law and contemplated by the Act, this Lease and the Performance Agreement. The Company shall comply in all material respects with all statutes, laws, ordinances, orders, judgments, decrees, regulations, directions and requirements of all federal, state, local and other governments or governmental authorities, now or hereafter applicable to the Project or to any adjoining public ways, as to the manner of use or the condition of the Project or of adjoining public ways. In the event of demonstrated noncompliance with such statutes, laws, ordinances, orders, judgments, decrees, regulations, directions and requirements the Company will take all reasonable steps to comply with such statutes, laws, ordinances, orders, judgments, decrees, regulations, directions and requirements. The

Company shall also comply with the mandatory requirements, rules and regulations of all insurers under the policies carried under the provisions of **Article VII** hereof. The Company shall pay or cause to be paid all costs, expenses, claims, fines, penalties and damages that may in any manner arise out of, or be imposed as a result of, the failure of the Company to comply with the provisions of this Section. Notwithstanding any provision contained in this Section, however, the Company shall have the right, at its own cost and expense, to contest or review by legal or other appropriate procedures the validity or legality of any such governmental statute, law, ordinance, order, judgment, decree, regulation, direction or requirement, or any such requirement, rule or regulation of an insurer, and during such contest or review the Company may refrain from complying therewith.

Section 3.4. Title to the Project. The City shall be the sole owner of the Project during the Lease Term.

ARTICLE IV

PURCHASING AND INSTALLING THE PROJECT

Section 4.1. Issuance of the Bonds. To provide funds for the payment of Project Costs, the City agrees that it will issue, sell and cause to be delivered the Bonds to the Company, as purchaser thereof, in accordance with the provisions of the Indenture and the Bond Purchase Agreement. The proceeds of the sale of the Bonds, when received, shall be paid over to the Trustee for the account of the City. The Trustee shall promptly deposit such proceeds, when received, as provided in the Indenture, to be used and applied as hereinafter provided in this Lease and in the Indenture. Alternatively, the Trustee may (pursuant to **Section 208(d)** of the Indenture) endorse the Bonds in an amount equal to the requisition certificates submitted pursuant to **Section 4.4** below. In that event, the purchaser of the Bonds shall be deemed to have deposited funds with the Trustee in an amount equal to the amount stated in the requisition certificate.

Section 4.2. Purchase and Installation of the Project. The City and the Company agree that the City will and the Company as the agent of the City shall, but solely from the Project Fund, or an endorsement of the Bond balance pursuant to **Section 4.1** above and **Section 208(d)** or **Section 209(d)** of the Indenture, purchase and install the Project as follows:

(a) Concurrently with the execution of this Lease, the City will acquire that portion of the Project currently complete, if any, and a bill of sale with respect thereto will be delivered to the City (which may come in the form of a requisition certificate);

(b) The Company will, on behalf of the City, purchase and install the Project at the Project Site in accordance with the Plans and Specifications. The Company may revise the Plans and Specifications from time to time as it deems necessary to carry out the Project, but revisions that would alter the intended purpose of the Project may be made only with the prior written approval of the City. The Company agrees that all personal property described in the Plans and Specifications, with such changes and additions as may be made hereunder, is desirable and appropriate in connection with the Project. The provisions of this paragraph are in addition to and do not supersede the provisions of **Section 8.3**;

(c) Except as provided in the next sentence, title to the Project shall be evidenced by bills of sale or other instruments of transfer, including purchase orders or other instruments pursuant (which may come in the form of a requisition certificate) to which the City acquires title to personal property directly from the vendor thereof or from the Company. Subject to **Section 8.2**, all portions

of the Project placed in service at the Project Site by the Company or substituted by the Company shall automatically become part of the Project subject to this Lease, and full title and ownership of such Project shall be automatically vested in the City, without the requirement of a bill of sale or other instrument of conveyance unless otherwise requested by the City. In any event, on or before March 1 of each year, the Company shall furnish to the City (addressed to the City Clerk) and the Trustee a list of items (based on the Company's internal record keeping) comprising the Project as of January 1 of such year (the City and the Company agree that the Trustee has no duty or obligation to review any such lists and is merely holding them as a repository). The improper inclusion or exclusion of any item in the Project pursuant to such list may be rectified by the Company within 30 days' of the discovery by the Company of such improper inclusion or exclusion. The improper inclusion or exclusion of an item on or from such list shall not affect the items comprising the Project for the purpose of this Lease or title thereto as intended by the parties hereto. The Company shall provide such information to the Trustee as may be requested in order to ensure that such list corresponds to the list of items comprising the Project maintained by the Trustee; and

(d) The Company agrees that it will use reasonable efforts to cause the purchase and installation of the Project to be completed as soon as practicable with all reasonable dispatch. In the event such purchase and installation commences prior to the receipt of proceeds from the sale of the Bonds, the Company agrees to advance all funds necessary for such purpose; provided, however, that the Company may be reimbursed from Bond proceeds for any such advance.

Section 4.3. Project Costs. The City hereby agrees to pay for, but solely from the Project Fund, or an endorsement of the Bond balance pursuant to **Section 4.1** above and **Section 208(d)** or **Section 209(d)** of the Indenture, and hereby authorizes and directs the Trustee to pay for, but solely from the Project Fund, all Project Costs upon receipt by the Trustee of a requisition certificate pursuant to **Section 4.4** hereof.

Section 4.4. Payment for Project Costs. All Project Costs as specified in **Section 4.3** hereof shall be paid by the Trustee from the Project Fund as more fully provided in the Indenture, or an endorsement of the Bond balance pursuant to **Section 4.1** above and **Section 208(d)** or **Section 209(d)** of the Indenture. The City hereby authorizes and directs the Trustee to make disbursements from the Project Fund, or endorse the Bond balance pursuant to **Section 4.1** above and **Section 208(d)** or **Section 209(d)** of the Indenture, upon receipt by the Trustee of certificates in substantially the form attached hereto as **Exhibit C,** signed by an Authorized Company Representative. The Trustee may rely conclusively on any such certificate and shall not be required to make any independent investigation in connection therewith. The submission of any requisition certificate by an Authorized Company Representative shall constitute unto the Trustee an irrevocable determination that all conditions precedent to the payments requested have been satisfied.

Section 4.5. [Reserved.]

Section 4.6. Surplus or Deficiency in Project Fund.

(a) Upon receipt of the certificate described in **Section 4.5** hereof, the Trustee shall, as provided in **Section 504** of the Indenture, transfer any remaining moneys then in the Project Fund to the Bond Fund to be applied as directed by the Company solely to (1) the payment of principal and premium, if any, of and interest on the Bonds through the payment (including regularly scheduled principal payments, if any) or redemption thereof at the earliest date permissible under the terms of the Indenture, or (2) at the option of the Company, to the purchase of Bonds at such earlier date or dates as the Company may elect. Any amount so deposited in the Bond Fund may be invested as permitted by **Section 702** of the Indenture.

(b) If no Additional Bonds are issued as provided in **Section 209** of the Indenture, and the balance, if any, in the Project Fund shall be insufficient to pay fully all Project Costs and to complete the Project free of liens and encumbrances other than Permitted Encumbrances, the Company shall pay, in cash, the full amount of any such deficiency by making payments thereof directly to the contractors and to the suppliers of materials and services as the same shall become due, and the Company shall save the City and the Trustee whole and harmless from any obligation to pay such deficiency.

Section 4.7. Project Property of City. The Project and all additions thereto or thereof, the Project as fully completed, anything under this Lease which becomes, is deemed to be, or constitutes a part of the Project, and the Project as repaired, rebuilt, rearranged, restored or replaced by the Company under the provisions of this Lease, except as otherwise specifically provided herein, shall immediately when acquired and/or installed become the absolute property of the City, subject only to this Lease, the Indenture and any other Permitted Encumbrances. Nothing herein shall limit the Company's right to own personal property which is not a part of the Project as described in **Section 4.8** hereof.

Section 4.8. Personal Property Purchased by the Company. Any item of personal property the entire purchase price of which is paid for by the Company with the Company's own funds, and no part of the purchase price of which is paid for, or reimbursed, from funds deposited pursuant to the terms of this Lease in the Project Fund, shall be the sole and absolute property of the Company, shall not be subject to the terms of this Lease or the Performance Agreement and shall not constitute a part of the Project for purposes of **Section 6.4** and therefore is subject to taxation, to the extent otherwise provided by law.

Section 4.9. Environmental Matters. The Company acknowledges that is it responsible for maintaining the Project in compliance with all Environmental Laws. In the event that the Company fails to undertake to comply with any final, non-appealable order issued by any local, state or federal authority under applicable Environmental Law, the City or the Trustee, immediately after notice to the Company, may elect (but shall not be required) to undertake such compliance. Any moneys expended by the City or the Trustee in efforts to comply with any applicable Environmental Law (including the reasonable cost of hiring consultants, undertaking sampling and testing, performing any cleanup necessary or useful in the compliance process and reasonable attorneys' fees) shall be due and payable as Additional Rent hereunder with interest thereon at the average rate of interest per annum on the Bonds, plus two (2) percentage points, from the date such cost is incurred. There shall be unlimited recourse to the Company to the extent of any liability incurred by the City or the Trustee with respect to any breaches of the provisions of this section.

The Company shall and does hereby indemnify the City, the Trustee and the Bondowners and agree to defend and hold them harmless from and against all loss, cost, damage and expense (including, without limitation, reasonable attorneys' fees and costs associated incurred in the investigation, defense and settlement of claims) that they may incur, directly or indirectly, as a result of or in connection with the assertion against them or any of them of any claim relating to the presence on, escape or removal from the Project during the term of this Lease of any hazardous substance or other material regulated by any applicable Environmental Law, or compliance with any applicable Environmental Law, whether such claim is raised before, during or after the term of this Lease, including claims relating to personal injury or damage to property; provided, however, this indemnity shall only relate to claims resulting from the City's ownership of the Project and the Trustee's acceptance of its duties as Trustee hereunder.

ARTICLE V

RENT PROVISIONS

Section 5.1. Basic Rent. The Company covenants and agrees to pay to the Trustee in same day funds for the account of the City during this Lease Term, for deposit in the Bond Fund on or before 10:00 a.m., Trustee's local time, on or before each December 1, commencing December 1, 2020 and continuing until the principal of and interest on the Bonds shall have been fully paid, an amount which, when added to any collected funds then on deposit in the Bond Fund and available on such Payment Date, shall be equal to the total amount payable on each December 1 as interest on the Bonds. On December 1, 2026 (or such earlier date as the Company may elect to redeem the Bonds), the Company shall also pay an amount equal to all principal then due on the Bonds in connection with such maturity or redemption. Except as offset pursuant to the right of the Company set forth below, all payments of Basic Rent provided for in this Section shall be paid directly to the Trustee and shall be deposited in accordance with the provisions of the Indenture into the Bond Fund and shall be used and applied by the Trustee in the manner and for the purposes set forth in this Lease and the Indenture. In furtherance of the foregoing, and notwithstanding any other provision in this Lease, the Indenture, the Bond Purchase Agreement or the Performance Agreement to the contrary, and provided that the Purchaser, or any other affiliate of the Company, is the sole holder of the Bonds, the Company shall set-off the then-current Basic Rent payment against the City's obligation to the Purchaser, or any other affiliate of the Company, as Owner under the Indenture in lieu of delivery of the Basic Rent on any Payment Date, without providing notice of such set-off to the Trustee. The Trustee may conclusively rely on the absence of any notice from the Company to the contrary as evidence that such set-off has occurred. Any Basic Rent paid by the Company which exceeds the total amount payable on such payment dates shall be immediately paid to the Company by wire transfer. At its option, on the final Payment Date, if the Trustee is not holding the Bonds pursuant to the provisions of the Indenture, the Purchaser shall, on or before the final Payment Date, deliver to the Trustee for cancellation Bonds not previously paid and the Company shall receive a credit against the Basic Rent payable by the Company in an amount equal to the principal amount of the Bonds so tendered for cancellation plus accrued interest thereon.

Notwithstanding anything contained in this Lease, the Indenture, the Bond Purchase Agreement or the Performance Agreement to the contrary, if the Purchaser, or any other affiliate of the Company, is the Owner of all of the Bonds Outstanding, payments of Basic Rent may be made via a transaction entry on the trust records held by the Trustee and the Paying Agent without requiring the Company to wire or otherwise transfer any moneys to such Owner or the Trustee.

Section 5.2. Additional Rent. The Company shall pay as Additional Rent, within 30 days after receiving an itemized invoice therefor, the following amounts as and when the same become due:

(a) all reasonable fees, charges and expenses, including agent and counsel fees, of the Trustee or any Paying Agent incurred under the Indenture, this Lease, or any other document entered into in connection with the Bonds, as and when the same become due;

(b) all costs incident to the payment of the principal of and interest on the Bonds as the same becomes due and payable, including all costs and expenses in connection with the call, redemption and payment of all Outstanding Bonds;

(c) all reasonable costs which are reasonably incurred in connection with the enforcement of any rights against the Company or the Project or in connection with a failure of the Company to perform its obligations under this Lease, the Indenture or the Performance Agreement by the City, the Trustee or the Bondowners, including counsel fees and expenses;

(d) all amounts payable under the Performance Agreement; and

(e) all other payments of whatever nature which the Company has agreed to pay or assume under the provisions of this Lease.

Section 5.3. Obligations of Company Absolute and Unconditional.

(a) The obligations of the Company under this Lease to make payments of Basic Rent and Additional Rent on or before the date the same become due, and to perform all of its other obligations, covenants and agreements hereunder shall be absolute and unconditional, without notice or demand, and without abatement, deduction, set-off, counterclaim, recoupment or defense or any right of termination or cancellation arising from any circumstance whatsoever, whether now existing or hereafter arising, and irrespective of whether the Project shall have been started or completed, or whether the City's title thereto or to any part thereof is defective or nonexistent, and notwithstanding any damage to, loss, theft or destruction of, the Project or any part thereof, any failure of consideration or frustration of commercial purpose, the taking by eminent domain of title to or of the right of temporary use of all or any part of the Project, legal curtailment of the Company's use thereof, the eviction or constructive eviction of the Company, any change in the tax or other laws of the United States of America, the State of Missouri or any political subdivision thereof, any change in the City's legal organization or status, or any default of the City hereunder, and regardless of the invalidity of any action of the City; provided, however, that nothing in this **Section 5.3(a)** or **Section 5.3(b)** is intended or shall be deemed to affect or impair in anyway the rights of the Company to tender Bonds for redemption in satisfaction of Basic Rent as provided in **Section 5.1** and **Section 5.4** hereof, nor the right of the Company to terminate this Lease and repurchase the Project as provided in **Article XI.**

(b) Nothing in this Lease shall be construed to release the City from the performance of any agreement on its part herein contained or as a waiver by the Company of any rights or claims the Company may have against the City under this Lease or otherwise, but any recovery upon such rights and claims shall be had from the City separately, it being the intent of this Lease that the Company shall be unconditionally and absolutely obligated to perform fully all of its obligations, agreements and covenants under this Lease (including the obligation to pay Basic Rent and Additional Rent) for the benefit of the Bondowners. The Company may, however, at its own cost and expense and in its own name or in the name of the City, prosecute or defend any action or proceeding or take any other action involving third persons which the Company deems reasonably necessary in order to secure or protect its right of possession, occupancy and use hereunder, and in such event the City hereby agrees to cooperate fully with the Company and to take all action necessary to effect the substitution of the Company for the City in any such action or proceeding if the Company shall so request.

Section 5.4. Prepayment of Basic Rent. The Company may at any time and from time to time prepay all or any part of the Basic Rent provided for hereunder (subject to the limitations of **Section 301(a)** of the Indenture relating to the partial redemption of the Bonds). During such times as the amount held by the Trustee in the Bond Fund shall be sufficient to pay, at the time required, the principal of and interest on all the Bonds then remaining unpaid, the Company shall not be obligated to make payments of Basic Rent under the provisions of this Lease. At its option, the Company may deliver to the Trustee for cancellation Bonds owned by the Company and not previously paid, and the Company shall receive a credit against amounts payable by the Company for the redemption of Bonds in an amount equal to the principal amount of the Bonds so tendered for cancellation, plus accrued interest thereon (principal to be credited against principal and interest to be credited against interest).

ARTICLE VI

MAINTENANCE, TAXES AND UTILITIES

Section 6.1. Maintenance and Repairs. Throughout the Lease Term the Company shall, at its own expense, keep the Project in as reasonably safe condition as the operation thereof will permit, and keep the Project in good repair and in good operating condition, making from time to time all necessary repairs thereto and renewals and replacements thereof it determines to be necessary. Without limiting the generality of the foregoing, the Company shall at all times remain in compliance with all provisions of the City's code relating to maintenance and appearance.

Section 6.2. Taxes, Assessments and Other Governmental Charges.

(a) Subject to subsection (b) of this Section, the Company shall promptly pay and discharge, or cause to be paid and discharged, as the same become due, all taxes and assessments, general and special, and other governmental charges of any kind whatsoever that may be lawfully taxed, charged, levied, assessed or imposed upon or against or be payable for or in respect of the Project, or any part thereof or interest therein (including the leasehold estate of the Company therein) or any buildings, improvements, machinery and equipment at any time installed thereon by the Company, or the income therefrom, including any new taxes and assessments not of the kind enumerated above to the extent that the same are lawfully made, levied or assessed in lieu of or in addition to taxes or assessments now customarily levied against real or personal property, and further including all utility charges, assessments and other general governmental charges and impositions whatsoever, foreseen or unforeseen, which if not paid when due would impair the security of the Bonds or encumber the City's title to the Project; provided that with respect to any special assessments or other governmental charges that are lawfully levied and assessed which may be paid in installments, the Company shall be obligated to pay only such installments thereof as become due and payable during the Lease Term.

(b) The Company shall have the right, in its own name or in the City's name, to contest the validity or amount of any tax, assessment or other governmental charge which the Company is required to bear, pay and discharge pursuant to the terms of this Section by appropriate legal proceedings instituted at least 10 days before the tax, assessment or other governmental charge complained of becomes delinquent if and provided (1) the Company, before instituting any such contest, gives the City and the Trustee written notice of its intention so to do, (2) the Company diligently prosecutes any such contest, at all times effectively stays or prevents any official or judicial sale therefor, under execution or otherwise, and (3) the Company promptly pays any final judgment enforcing the tax, assessment or other governmental charge so contested and thereafter promptly procures record release or satisfaction thereof. The City agrees to cooperate fully with the Company in connection with any and all administrative or judicial proceedings related to any tax, assessment or other governmental charge. The Company shall save and hold harmless the City and the Trustee from any costs and expenses the City and the Trustee may incur related to any of the above.

(c) Nothing in this Lease shall be construed to require the Company to make duplicate tax payments. The Company shall receive a credit against any payments in lieu of taxes due under the Performance Agreement to the extent of any ad valorem taxes imposed and paid by the Company with respect to the Project and paid pursuant to this Section.

Section 6.3. Utilities. All utilities and utility services used by the Company in, on or about the Project shall be paid for by the Company and shall be contracted for by the Company in the Company's own name (or the name(s) of its Affiliates), and the Company shall, at its sole cost and expense, procure any and all permits, licenses or authorizations necessary in connection therewith.

Section 6.4. Property Tax Exemption. The City and the Company agree that while the Project is owned by the City and is subject to this Lease, the Project and the leasehold interest of the Company in the Project will be exempt from all *ad valorem* personal property taxes by reason of such ownership, and the City agrees that it will (at the expense of the Company) cooperate with the Company to defend such exemption against all parties in accordance with the Performance Agreement attached hereto as **Appendix I**. Notwithstanding the foregoing, the Company will annually pay to the City the payments in lieu of taxes with respect to the Project set forth in the Performance Agreement.

ARTICLE VII

INSURANCE

Section 7.1. Insurance Generally. The Company agrees to maintain the insurance required by this **Article VII**. The Trustee shall have no obligation to purchase insurance if the Company fails to maintain the insurance required by this **Article VII**.

Section 7.2. Property Insurance.

(a) The Company shall at its sole cost and expense obtain and shall maintain throughout the Lease Term, a policy or policies of insurance (including, if appropriate, builder's risk insurance) to keep the Project constantly insured against loss or damage by fire, lightning and all other risks covered by the extended coverage insurance endorsement then in use in the State of Missouri in an amount equal to the Full Insurable Value thereof (subject to reasonable loss deductible provisions). The insurance required pursuant to this Section shall be maintained with a generally recognized responsible insurance company or companies authorized to do business in the State of Missouri or generally recognized international insurers or reinsurers with an A.M. Best rating of B+ or the equivalent thereof or better as may be selected by the Company. All such policies of insurance pursuant to this Section, and all renewals thereof, shall name the Company as insured and the City and the Trustee shall be named as loss payees, as their respective interests may appear, and shall contain a provision that the issuer of such insurance will provide at least 10 days' advance written notice to, the Company of the cancellation of such insurance. Company agrees it shall immediately forward any notice of cancellation it receives from the issuer of such insurance to the City and Trustee. The Company shall provide the City and the Trustee, on an annual basis, commencing on December 1, 2020 with a certificate of an Authorized Company Representative certifying compliance with this Section. The Trustee shall be entitled to rely upon said certificate as to the Company's compliance with the insurance requirements. The Trustee makes no representation as to, and shall have no responsibility for the sufficiency or adequacy of, the insurance.

(b) In the event of loss or damage to the Project, the Net Proceeds of property insurance carried pursuant to this Section shall be applied as provided in **Article IX** of this Lease, or as may be directed by, or on behalf of, the Owners of 100% in principal amount of the Bonds Outstanding.

Section 7.3. Commercial General Liability Insurance.

(a) The Company shall at its sole cost and expense maintain or cause to be maintained at all times during the Lease Term general accident and commercial general liability insurance under which the City, the Company and the Trustee shall be named as additional insureds, properly protecting and indemnifying the City and the Trustee, in an amount not less than the limits of liability set by Section 537.610 of the Revised Statutes of Missouri, as amended (subject to reasonable loss deductible amounts not to exceed the amounts normally or generally carried by the Company or its affiliates). The policies of

said insurance shall contain a provision that the issuer of such insurance will provide at least 10 days' advance written notice to the Company of the cancellation of such insurance. Company agrees it shall immediately forward any notice of cancellation it receives from the issuer of such insurance to the City and Trustee. The Company shall provide the City and the Trustee, on an annual basis, commencing on December 1, 2020 with a certificate of an Authorized Company Representative certifying compliance with this Section, together with certificates of insurance evidencing such coverage. The Trustee shall be entitled to rely upon said certificate as to the Company's compliance with the insurance requirements. The Trustee makes no representation as to, and shall have no responsibility for the sufficiency or adequacy of, the insurance.

(b) In the event of a public liability occurrence, the Net Proceeds of liability insurance carried pursuant to this Section shall be applied toward the extinguishment or satisfaction of the liability with respect to which such proceeds have been paid.

Section 7.4. Workers' Compensation. The Company agrees throughout the Lease Term to maintain or cause to be maintained the Workers' Compensation coverage as may be required by the laws of the State of Missouri.

Section 7.5. Blanket Insurance Policies; Self-Insurance. The Company may satisfy any of the insurance requirements set forth in this Article by using blanket policies of insurance, provided each and all of the requirements and specifications of this Article respecting insurance are complied with. Nothing in this Lease shall be construed from prohibiting the Company from self-insuring provided the Company, or in combination with its parent corporation, has a net worth in excess of $100,000,000, as determined by generally accepted accounting principles. If the Company self-insures as permitted by this Section, the Company shall so notify the City and the Trustee in writing and shall be deemed to have complied with the requirements of this Article.

ARTICLE VIII

ALTERATION OF THE PROJECT

Section 8.1. Additions, Modifications and Improvements to the Project. The Company shall have and is hereby given the right, at its sole cost and expense, to make such additions, modifications and improvements in and to any part of the Project as the Company from time to time may deem necessary or desirable for its business purposes. All additions, modifications and improvements made by the Company pursuant to the authority of this Section shall (a) be made in workmanlike manner and will comply in all material respects with all laws and ordinances applicable thereto, (b) when commenced, be prosecuted to completion with due diligence, and (c) when completed, be deemed a part of the Project; provided, however, that additions of machinery and equipment installed on the Project Site by the Company not purchased or acquired from funds deposited with the Trustee hereunder and not constituting repairs, renewals or replacements of the Project shall remain the property of the Company and may be removed by the Company. Such property shall be subject to *ad valorem* taxes.

Section 8.2. Removal and Replacement of Portions of the Project.

(a) The Company may, if it is not in default in making payments of Basic Rent or Additional Rent hereunder, remove from the Project and sell, exchange, replace or otherwise dispose of, without responsibility or accountability to the City or the Trustee with respect thereto, any items of machinery and equipment, or parts thereof, which constitute a part of the Project and which have become inadequate, obsolete, worn out, unsuitable, undesirable or unnecessary or which, in the sound discretion of the

Company, are otherwise no longer useful to the Company in its operations. Prior to any such removal, the Company shall deliver to the City and the Trustee a certificate signed by an Authorized Company Representative containing a complete description, including the make, model and serial numbers, if any, of any machinery or equipment constituting a part of the Project that the Company proposes to remove. The Trustee shall amend the list of machinery or equipment comprising the Project maintained by it pursuant to **Section 4.2(b)** hereof upon receipt of such certificate. Upon request, the City will execute and deliver a bill of sale that transfers full and complete title to the Company of such portion of the Project removed. Notwithstanding anything contained herein to the contrary, title to any item of the Project removed from the Project Site shall automatically vest in the Company without further instrument or action, and such vesting of title shall be self-operative effective upon removal. Upon any removal of portions of the Project, the portions of the Project so removed shall no longer be entitled to the benefits of the Performance Agreement.

(b) In all cases, the Company shall pay all of the costs and expenses of any such removal and shall immediately repair at its expense all damage to the Project caused thereby. The Company's rights under this Section to remove machinery and equipment constituting a part of the Project is intended only to permit the Company to maintain an efficient operation by the removal of machinery and equipment which is no longer suitable for any of the reasons set forth in this Section, and such right is not to be construed to permit a removal under any other circumstances and specifically is not to be construed to permit the Company to make a wholesale removal of the Project.

Section 8.3. [Reserved].

Section 8.4. Permits and Authorizations. The Company shall not do or permit others under its control to do any work on the Project related to any repair, rebuilding, restoration, replacement, modification or addition to the Project, or any part thereof, unless all requisite municipal and other governmental permits and authorizations shall have been first procured. All such work shall be done in a good and workmanlike manner and in material compliance with all applicable building, zoning and other laws, ordinances, governmental regulations. In the event of demonstrated noncompliance with such laws, ordinances, governmental regulations and requirements the Company will take all reasonable steps to comply with laws, ordinances, governmental regulations and requirements.

Section 8.5. Mechanics' Liens.

(a) The Company will not directly or indirectly create, incur, assume or suffer to exist any lien on or with respect to the Project, except Permitted Encumbrances, and the Company shall promptly notify the City of the imposition of such lien of which the Company is aware and shall promptly, at its own expense, take such action as may be necessary to fully discharge or release any such lien. Whenever and as often as any mechanics', vendors' or other similar lien is filed against the Project, or any part thereof, purporting to be for or on account of any labor done or materials or services furnished in connection with any work in or about the Project, the Company shall discharge the same of record. Notice is hereby given that the City shall not be liable for any labor or materials furnished the Company or anyone claiming by, through or under the Company upon credit, and that no mechanics', vendors' or other similar lien for any such labor, services or materials shall attach to or affect the reversionary or other estate of the City in and to the Project or any part thereof.

(b) Notwithstanding paragraph (a) above, the Company may contest any such mechanics', vendors' or other similar lien if the Company (i) within 60 days notifies the City and the Trustee in writing of its intention so to do, (ii) diligently prosecutes such contest, (iii) at all times effectively stays or prevents any official or judicial sale of the Project, or any part thereof or interest therein, under execution or otherwise, (iv) promptly pays or otherwise satisfies any final judgment adjudging or enforcing such

contested lien claim and (v) thereafter promptly procures record release or satisfaction thereof. The Company may permit the lien so contested to remain unpaid during the period of such contest and any appeal therefrom unless the Company is notified by the City that, in the opinion of counsel, by nonpayment of any such items, the interest of the City in the Project will be subject to loss or forfeiture. In that event, the Company shall promptly, at its own expense, take such action as may be necessary to duly discharge or remove any such mortgage, pledge, lien, charge, encumbrance or claim if the same shall arise at any time. The Company shall save and hold harmless the City from any loss, costs or expenses the City may incur related to any such contest. The Company shall reimburse the City for any expense incurred by it in order to discharge or remove any such mortgage, pledge, lien, charge, encumbrance or claim. The City shall cooperate fully with the Company in any such contest.

ARTICLE IX

DAMAGE, DESTRUCTION AND CONDEMNATION

Section 9.1. Damage or Destruction.

(a) If the Project shall be damaged or destroyed by fire or any other casualty, whether or not covered by insurance, the Company, as promptly as practicable, may elect to do any of the following:

(i) repair, restore, replace or improve the Project as nearly as may be practicable to the condition and character of the Project immediately prior to such damage or destruction.

(ii) if the Company shall determine that repairing, restoring, replacing or improving the Project or any portion thereof is not practicable and desirable, any Net Proceeds of property insurance required by **Article VII** hereof received with respect to such damage or loss shall be paid into the Bond Fund and shall be used to redeem Bonds on the earliest practicable redemption date or to pay the principal of any Bonds as the same become due.

(b) If the Company shall elect to replace any equipment, for all purposes of this Lease, any reference to the word "Project" shall be deemed to also include any such new equipment and all additions thereto and all replacements and alterations thereof.

(c) The Net Proceeds of property insurance required by **Article VII** hereof received with respect to any damage or loss to the Project shall be paid to the Company. The insurance monies, if any, paid to the Company as provided under this Article, on account of any loss or destruction to the Project, shall be held by it in trust and applied only as provided in subsection (a) above.

(d) If any of the insurance monies paid by the insurance company to the Company as hereinabove provided, shall remain after the completion of such repairs, restoration or replacement, and this Lease shall not have terminated, the excess shall be deposited in the Bond Fund. If the Net Proceeds shall be insufficient to pay the entire cost of such repairs, restoration or replacement, the Company shall pay the deficiency.

(e) In the event of any such damage by fire or any other casualty, the provisions of this Lease shall be unaffected and the Company shall remain and continue liable for the payment of all Basic Rent and Additional Rent and all other charges required hereunder to be paid by the Company, as though no damage by fire or any other casualty has occurred.

(f) The City and the Company agree that they will cooperate with each other, to such extent as such other party may reasonably require, in connection with the prosecution or defense of any action or proceeding arising out of, or for the collection of any insurance monies that may be due in the event of, any loss or damage, and that they will execute and deliver to such other parties such instruments as may be required to facilitate the recovery of any insurance monies.

(g) The Company agrees to give prompt notice to the City and the Trustee with respect to all fires and any other casualties occurring in, on, at or about the Project which damage a material portion of the Project.

(h) The Company shall not, by reason of its inability to use all or any part of the Project during any period in which the Project is damaged or destroyed or is being repaired, rebuilt, restored or replaced, nor by reason of the payment of the costs of such rebuilding, repairing, restoring or replacing, be entitled to any reimbursement from the City, the Trustee or the Bondowners or to any abatement or diminution of the rentals payable by the Company under this Lease or of any other obligations of the Company under this Lease except as expressly provided in this Section.

Section 9.2. Condemnation.

(a) If during the Lease Term, title to, or the temporary use of, all or any part of the Project shall be condemned by or sold under threat of condemnation to any authority possessing the power of eminent domain, to such extent that the claim or loss resulting from such condemnation is greater than $1,000,000, the Company shall, within 90 days after the date of entry of a final order in any eminent domain proceedings granting condemnation or the date of sale under threat of condemnation, notify the City and the Trustee in writing as to the nature and extent of such condemnation or loss of title and whether it is practicable and desirable to acquire substitute equipment.

(b) If the Company shall determine that such substitution is practicable and desirable, the Company shall proceed promptly with and complete with reasonable dispatch the acquisition and installation of such substitute equipment, so as to place the Project in substantially the same condition as existed prior to the exercise of the said power of eminent domain, including the acquisition of other equipment suitable for the Company's operations (which equipment will be deemed a part of the Project and available for use by the Company without the payment of any rent other than herein provided, to the same extent as if such other equipment were specifically described herein and demised hereby); provided, that such equipment will be acquired by the City subject to no liens, security interests or encumbrances prior to the lien and/or security interest afforded by the Indenture other than Permitted Encumbrances. In such case, any Net Proceeds received from any award or awards with respect to the Project or any part thereof made in such condemnation or eminent domain proceedings, or of the sale proceeds, shall be applied in the same manner as provided in **Section 9.1** hereof (with respect to the receipt of property insurance proceeds).

(c) If the Company determines that it is not practicable and desirable to acquire replacement equipment, any Net Proceeds of condemnation awards received by the Company shall, after payment of all Additional Rent then due and payable, be paid into the Bond Fund and shall be used to redeem Bonds on the earliest practicable redemption date or to pay the principal of any Bonds as the same becomes due and payable, all subject to the rights of any Equipment Lender under the Equipment Financing Documents.

(d) The Company shall not, by reason of its inability to use all or any part of the Project during any such period of restoration or acquisition nor by reason of the payment of the costs of such restoration or acquisition, be entitled to any reimbursement from the City, the Trustee or the Owners or to any

abatement or diminution of the rentals payable by the Company under this Lease nor of any other obligations hereunder except as expressly provided in this Section.

(e) The City shall cooperate fully with the Company in the handling and conduct of any prospective or pending condemnation proceedings with respect to the Project or any part thereof, and shall, to the extent it may lawfully do so, permit the Company to litigate in any such proceeding in the name and on behalf of the City. In no event will the City voluntarily settle or consent to the settlement of any prospective or pending condemnation proceedings with respect to the Project or any part thereof without the prior written consent of the Company.

Section 9.3. Bondowner Approval. Notwithstanding anything to the contrary contained in this **Article IX**, the proceeds of any insurance received subsequent to a casualty or of any condemnation proceedings (or threats thereof) may prior to the application thereof by the City or the Trustee be applied as directed in writing by the Owners of 100% of the principal amount of Bonds Outstanding, subject and subordinate to the rights of the City and the Trustee to be paid all their expenses (including attorneys' fees, trustee's fees and any extraordinary expenses of the City and the Trustee) incurred in the collection of such gross proceeds. For purposes of this Section only, any Person to whom Bonds have been pledged in good faith shall be deemed to be the Owner of the Bonds.

ARTICLE X

SPECIAL COVENANTS

Section 10.1. No Warranty of Condition or Suitability by the City; Exculpation and Indemnification. The City makes no warranty, either express or implied, as to the condition of the Project or that it will be suitable for the Company's purposes or needs. The Company releases the City and the Trustee from, agrees that the City shall not be liable for and agrees to hold the City and the Trustee harmless against, any loss or damage to property or any injury to or death of any person that may be occasioned by any cause whatsoever pertaining to the Project or the use thereof; unless such loss is the result of the City's or the Trustee's respective negligence or willful misconduct. This provision shall survive termination of this Lease.

Section 10.2. Surrender of Possession. Upon accrual of the City's right of re-entry to the extent provided in Section **12.2(b)**, the Company shall peacefully surrender possession of the Project to the City in good condition and repair; provided, however, the Company shall have the right within 90 days (or such later date as the City may agree to) after the termination of this Lease to remove from the Project Site any buildings, improvements, furniture, trade fixtures, machinery and equipment owned by the Company and not constituting part of the Project. All repairs to and restorations of the Project required to be made because of such removal shall be made by and at the sole cost and expense of the Company, and during said 90-day (or extended) period the Company shall bear the sole responsibility for and bear the sole risk of loss for said buildings, improvements, furniture, trade fixtures, machinery and equipment owned by the Company and not constituting part of the Project. All buildings, improvements, furniture, trade fixtures, machinery and equipment owned by the Company and which are not so removed from the Project before the expiration of said period shall be the separate and absolute property of the City.

Section 10.3. City's Right of Access to the Project. The Company agrees that the City and the Trustee, and their duly authorized agents, shall have the right at reasonable times during business hours, subject to 5 Business Days' advance written notice and the Company's usual safety and security requirements, to enter upon the Project Site (a) to examine and inspect the Project without interference or prejudice to the Company's operations, (b) as may be reasonably necessary to cause to be completed the

purchase and installation provided for in **Section 4.2** hereof, (c) performing such work in and about the Project Site made necessary by reason of the Company's default under any of the provisions of this Lease, and (d) exhibiting the Project to prospective purchasers, lessees or trustees, following an uncured Event of Default in the case of purchasers or lessees.

Section 10.4. Permitted Encumbrances; Equipment Financing Documents.

(a) If no Event of Default under this Lease shall have happened and be continuing, the Company may at any time or times incur Permitted Encumbrances.

(b) The Company may request the City to (i) pledge, assign or otherwise hypothecate all or a portion of its interest in and to the Project in connection with any Equipment Financing, and/or (ii) acknowledge any Equipment Financing and the rights and remedies of any Equipment Lender thereunder. Subject to the terms and conditions of this Section, the City promptly will execute and deliver or authorize the filing of, at the Company's request and expense, all Equipment Financing Documents. The City and the Trustee will not be liable for any of the indebtedness evidencing the Equipment Financing or for any other obligations of the Company, as borrower under the Equipment Financing Documents in the Company's own name or as the authorized agent for the City even if such agency relationship is not specified. No separate signature or authorization from the City will be required for the execution and delivery of any Equipment Financing Documents. Each Equipment Lender will be entitled to rely upon the Equipment Financing Documents as having been executed by the Company as the agent for the City unless the Equipment Lender has actual notice that the agency granted in this Lease has been terminated because of an uncured Event of Default under this Lease. The City appoints the Company as its irrevocable attorney-in-fact, coupled with an interest, to execute and deliver on behalf of the City each Equipment Financing Document, subject to the limitations of liability set forth above.

(c) In the event of an Equipment Financing by which all or a portion of the Project is pledged as collateral under the Equipment Financing Documents, each of the following provisions will apply in addition to, but not excluding, provisions of the Equipment Financing Documents:

(1) This Lease may not be modified, amended, canceled or surrendered by agreement between the City and the Company, without the prior written consent of each Equipment Lender of which the City and the Trustee have received written notice.

(2) There will be no merger of title between the leasehold estate created by this Lease and the ownership interest of the City in the Project, notwithstanding that this Lease or the leasehold estate and ownership interest will be owned by the same person or persons, without the prior written consent of each Equipment Lender.

(3) If the mailing address of the Equipment Lender is provided to the City and the Trustee in writing, the City will send each Equipment Lender a copy of each notice of default and each notice of termination given to the Company under this Lease, at the same time such notice is sent to the Company. No notice to the Company will be effective unless a copy thereof is served upon each Equipment Lender of which the City and the Trustee has received written notice.

(4) Each Equipment Lender will have the same time period after receipt of notice within which to remedy or cause to be remedied any payment default under this Lease plus thirty (30) days, and the City will accept performance by the Equipment Lender as timely performance by the Company.

(5) The Equipment Lender will not be required to continue possession or continue legal proceedings under this Section if the particular default has been cured.

(6) The City may exercise any of its rights or remedies with respect to any other default by the Company, subject to the rights of the Equipment Lender under this Section as to such other defaults.

(7) In case of default by the Company under this Lease or the Performance Agreement, other than a default in the payment of money, the City will take no action to effect a termination of this Lease or the Performance Agreement by service of a notice or otherwise without first giving notice to the Equipment Lender and allowing the Equipment Lender a reasonable time within which either to (i) obtain possession of the Project and to remedy such default, or (ii) institute and, with reasonable diligence, complete legal proceedings or otherwise acquire the Company's leasehold estate under this Lease. The City's right to terminate this Lease and the Performance Agreement by reason of a default that is not susceptible of being remedied by the Equipment Lender will end with respect to such default when the Equipment Lender obtains possession of the Project or portion thereof financed by an Equipment Financing. The Equipment Lender will pay or cause to be paid to the City and the Trustee all expenses, including reasonable counsel fees, court costs and disbursements incurred by the City or the Trustee in connection with any such default.

(8) If this Lease terminates prior to the expiration of the Lease Term, the City will enter into a new lease for the Project with the Equipment Lender for the remainder of the term, effective as of the date of such termination, at the same rent and upon the same terms, covenants and conditions contained herein, except that such new lease shall not guarantee possession of the Project to the Equipment Lender as against the Company and/or anyone claiming under the Company, and the City, simultaneously with the execution and delivery of such new lease, turns over to the new lessee all monies, if any, then held by the City under the Lease on behalf of the Company, on condition that:

(A) the Equipment Lender will make written request for such new lease within thirty (30) days after the date of such termination, and

(B) on the commencement date of the term of the new lease, the new tenant cures all defaults of the Company under this Lease (susceptible of being cured by the Equipment Lender) which remain uncured on that date, and pays or causes to be paid all unpaid sums which at such time would have been payable under this Lease but for such termination, and pays or causes to be paid to the City and the Trustee on that date all expenses, including reasonable counsel fees, court costs and disbursements, incurred by the City and the Trustee in connection with any such default and termination as well as in connection with the execution and delivery of such new lease.

If more than one Equipment Lender requests a new lease, a new lease will be made with and delivered to the Equipment Lender whose security interest is prior in lien to those of any other Equipment Lender.

(9) If the Equipment Lender becomes the owner of this Lease and the Equipment Lender assigns this Lease, the Equipment Lender assigning this Lease shall be released from all liability accruing from and after the date of such assignment with the express written consent of the City.

(d) In the event the City or the Trustee engages counsel to review Equipment Financing Documents in connection with any request for the City to execute any Equipment Financing Documents or otherwise pledge the Project as collateral, the Company will reimburse the City and the Trustee for their reasonable counsel fees and expenses incurred in connection with such review.

Section 10.5. Indemnification of City and Trustee. The Company shall indemnify and save and hold harmless the City and the Trustee and their governing body members, officers, agents and employees (collectively, the "Indemnified Parties") from and against all claims, demands, costs, liabilities, damages or expenses, including reasonable attorneys' fees, by or on behalf of any person, firm or corporation arising from the issuance of the Bonds and the execution of this Lease, the Indenture or any other documents entered into in connection with the Bonds and from the conduct or management of, or from any work or thing done in or on the Project during the Lease Term, and against and from all claims, demands, costs, liabilities, damages or expenses, including reasonable attorneys' fees, arising during the Lease Term from (a) any condition of the Project, (b) any breach or default on the part of the Company in the performance of any of its obligations under this Lease or any related document, (c) any contract entered into by the Company in connection with the purchase, construction, extension or improvement of the Project, (d) any act of negligence of the Company or of any of its agents, contractors, servants, employees or licensees, (e) unless the Company has been released from liability pursuant to **Section 13.1(c)**, any act of negligence of any assignee or sublessee of the Company, or of any agents, contractors, servants, employees or licensees of any assignee or sublessee of the Company, (f) obtaining any applicable state and local sales and use tax exemptions for materials or goods that become part of the Project, (g) failure to maintain and provide evidence of the policies of insurance as required by **Article VII**, and (h) any claim relating to the presence on, escape or removal from the Project during the term of the Lease of any hazardous substance or other material regulated by any applicable Environmental Law, or compliance with any applicable Environmental Law, whether such claim arises before, during or after the term of this Lease, including claims relating to personal injury or damage to property; provided, however, the indemnification contained in this **Section 10.5** shall not (i) extend to the City if such claims, demands, costs, liabilities, damages or expenses, including attorneys' fees, are the result of work being performed at the Project by employees of the City or the result of negligence or willful misconduct by the City, or (ii) extend to the Trustee if such claims, demands, costs, liabilities, damages or expenses, including attorneys' fees, are the result of the negligence or willful misconduct of the Trustee or (iii) extend to the City or the Trustee, as the case may be, if such claims, demands, costs, liabilities, damages or expenses, including attorneys' fees, are the result of the performance or failure to perform by the City or the Trustee of its obligations under this Lease, the Performance Agreement or any related documents. Upon notice from the City or the Trustee, the Company shall defend them or either of them in any such action or proceeding. This **Section 10.5** shall survive any termination of this Lease or the satisfaction and discharge of the Indenture.

In case any action shall be brought against one or more of the Indemnified Parties based upon the foregoing indemnification and in respect of which indemnity may be sought against the Company, the Indemnified Parties shall promptly notify the Company in writing and the Company shall promptly assume the defense thereof, including the employment of counsel, the payment of all reasonable expenses and the right to negotiate and consent to settlement. If the Company shall have wrongfully failed to assume the defense of such action, the reasonable fees and expenses of counsel retained by the Indemnified Party shall be paid by the Company. If any of the Indemnified Parties is advised by counsel retained by the Company to defend such action that there may be legal defenses available to it which are adverse to or in conflict with those available to the Company or any other Indemnified Party, and that the defense of such Indemnified Party should be handled by separate counsel, the Company shall not have the right to assume the defense of such Indemnified Party, but shall be responsible for the reasonable fees and expenses of counsel retained by such Indemnified Party in assuming its own defense, provided, such counsel shall be acceptable to the Company. Any one or more of the Indemnified Parties shall have the right to employ separate counsel in any such action and to participate in the defense thereof, but the fees and expenses of such counsel shall be

at the expense of such Indemnified Party or Indemnified Parties unless employment of such counsel has been specifically authorized by the Company in writing, which shall not be unreasonably withheld or delayed. The Company shall not be liable for any settlement of any such action effected without its prior written consent by any of the Indemnified Parties, but if settled with the prior written consent of the Company or if there be a final judgment for the plaintiff in any such action against the Company or any of the Indemnified Parties, with or without the consent of the Company, then provided that the Company was given prompt written notice and the ability to assume the defense thereof as required by this paragraph, the Company agrees to indemnify and hold harmless the Indemnified Parties to the extent provided herein.

Section 10.6. Depreciation, Investment Tax Credit and Other Tax Benefits. The City agrees that any depreciation, investment tax credit or any other tax benefits with respect to the Project or any part thereof shall be made available to the Company, and the City will fully cooperate with the Company in any effort by the Company to avail itself of any such depreciation, investment tax credit or other tax benefits.

Section 10.7. Company to Maintain its Corporate Existence. The Company agrees that until the Bonds are paid or payment is provided for in accordance with the terms of the Indenture, it will maintain its corporate existence, and will not dissolve or otherwise dispose of all or substantially all of its assets; provided, however, that the Company may, without violating the agreement contained in this Section, consolidate with or merge into another domestic corporation (i.e., a corporation or company incorporated and existing under the laws of one of the states of the United States) or permit one or more other domestic corporations to consolidate with or merge into it, or may sell or otherwise transfer to another domestic corporation all or substantially all of its assets as an entirety and thereafter dissolve, provided, the surviving, resulting or transferee corporation either (A) becomes, in connection with the consolidation, merger or sale of assets becomes the Owner of 100% in principal amount of the Bonds outstanding and expressly assumes in writing all of the obligations of the Company contained in this Lease and the Performance Agreement, or (B) if not the Owner of 100% in principal amount of the Bonds outstanding, expressly assumes in writing all the obligations of the Company contained in this Lease; and, further provided, that if not the Owner of 100% in principal amount of the Bonds outstanding, the surviving, resulting or transferee corporation, as the case may be, has a consolidated net worth (after giving effect to said consolidation, merger or transfer) at least (i) equal to or greater than that of the Company immediately prior to said consolidation, merger or transfer, or (b) $100,000,000. The term "net worth", as used in this Section, shall mean the difference obtained by subtracting total liabilities (not including as a liability any capital or surplus item) from total assets of the Company and all of its subsidiaries. In any such consolidation, merger or transfer the Company shall comply with the provisions of **Section 10.1** hereof to the extent applicable.

Section 10.8. Security Interests. At the written request of the Owner of the Bonds, the City and the Company agree to enter into all instruments (including financing statements and statements of continuation) necessary for perfection of and continuance of the perfection of the security interests of the City and the Trustee in the Project. The Trustee shall, pursuant to Section 805 of the Indenture, continue or cause to be continued the liens of such instruments for so long as the Bonds shall be Outstanding. The City and the Company shall cooperate with the Trustee in this regard by executing such continuation statements and providing such information as the Trustee may require to renew such liens.

ARTICLE XI

OPTION AND OBLIGATION TO PURCHASE THE PROJECT

Section 11.1. Option to Purchase the Project. The Company shall have, and is hereby granted, the option to purchase the Project at any time, upon payment in full of all Bonds then outstanding or provision for their payment having been made pursuant to **Article XIII** of the Indenture. To exercise such

option, the Company shall give written notice to the City and to the Trustee, and shall specify therein the date of closing such purchase, which date shall be not less than 15 nor more than 90 days from the date such notice is mailed, and in case of a redemption of the Bonds in accordance with the provisions of the Indenture, the Company shall make arrangements satisfactory to the Trustee for the giving of the required notice of redemption. Notwithstanding the foregoing, if the City or the Trustee provides notice of its intent to exercise its remedies hereunder upon an Event of Default (a "Remedies Notice"), the Company shall be deemed to have exercised its repurchase option under this Section on the 29th day following the issuance of the Remedies Notice without any further action by the Company; provided said notice has not been rescinded by such date (such option to take place on the 29th day following the issuance of the Remedies Notice). The Company may rescind such exercise by providing written notice to the City and the Trustee on or prior to the 29th day and by taking such action as may be required to cure the default that led to the giving of the Remedies Notice. The purchase price payable by the Company in the event of its exercise of the option granted in this Section shall be the sum of the following:

(a) an amount of money which, when added to the amount then on deposit in the Bond Fund, will be sufficient to redeem all of the then outstanding Bonds on the earliest redemption date next succeeding the closing date, including, without limitation, principal and interest to accrue to said redemption date and redemption expense; plus

(b) an amount of money equal to the Trustee's agreed to and reasonable fees, charges and expenses under the Indenture accrued and to accrue until such redemption of the Bonds; plus

(c) an amount of money equal to all payments due and payable pursuant to the Performance Agreement through the end of the calendar year in which the date of purchase occurs; plus

(d) the sum of $100.00.

At its option, to be exercised at least 5 days prior to the date of closing such purchase, the Company may deliver to the Trustee for cancellation Bonds not previously paid, and the Company shall receive a credit against the purchase price payable by the Company in an amount equal to 100% of the principal amount of the Bonds so delivered for cancellation, plus the accrued interest thereon.

Section 11.2. Conveyance of the Project. At the closing of the purchase of the Project pursuant to this Article, the City will upon receipt of the purchase price deliver to the Company the following:

(a) If the Indenture shall not at the time have been satisfied in full, a release from the Trustee of the Project from the lien and/or security interest of the Indenture and this Lease and appropriate termination of financing statements as required under the Uniform Commercial Code; and

(b) Documents conveying to the Company legal title to the Project (by Bill of Sale), as it then exists, subject to the following: (1) those liens and encumbrances, if any, to which title to the Project was subject when conveyed to the City; (2) those liens and encumbrances created by the Company or to the creation or suffering of which the Company consented; (3) those liens and encumbrances resulting from the failure of the Company to perform or observe any of the agreements on its part contained in this Lease; (4) Permitted Encumbrances other than the Indenture and this Lease; and (5) if the Project or any part thereof is being condemned, the rights and title of any condemning authority.

Section 11.3. Relative Position of Option and Indenture. The options and obligation to purchase the Project granted to the Company in this Article shall be and remain prior and superior to the Indenture and may be exercised whether or not the Company is in default under this Lease, provided that such default will not result in nonfulfillment of any condition to the exercise of any such option and further provided that all options herein granted shall terminate upon the termination of this Lease.

Section 11.4. Obligation to Purchase the Project. As additional consideration for the Company's use of the Project, the Company hereby agrees to purchase, and the City hereby agrees to sell, the Project upon the occurrence of (a) the expiration of the Lease Term following full payment of the Bonds or provision for payment thereof having been made in accordance with the provisions of the Indenture, and (b) the final payment due by the Company under the Performance Agreement. The amount of the purchase price under this Section shall be $100 plus an amount sufficient to redeem all the then Outstanding Bonds, plus accrued interest and the reasonable fees and expenses of the City and the Trustee.

ARTICLE XII

DEFAULTS AND REMEDIES

Section 12.1. Events of Default. If any one or more of the following events shall occur and be continuing, it is hereby defined as and declared to be and to constitute an "Event of Default" or "default" under this Lease:

(a) Default in the due and punctual payment of Basic Rent; or

(b) Default in the due and punctual payment of Additional Rent for a period of 30 days following written notice to the Company by the City or the Trustee; or

(c) Default in the due observance or performance of any other covenant, agreement, obligation or provision of this Lease on the Company's part to be observed or performed, and such default shall continue for 30 days after the City or the Trustee has given the Company written notice specifying such default (or such longer period as shall be reasonably required to cure such default; provided that (1) the Company has commenced such cure within said 30-day period, and (2) the Company diligently prosecutes such cure to completion); or

(d) The Company: (1) admits in writing its inability to pay its debts as they become due; or (2) files a petition in bankruptcy or for reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the Bankruptcy Code as now or in the future amended or any other similar present or future federal or state statute or regulation, or files a pleading asking for such relief; or (3) makes an assignment for the benefit of creditors; or (4) consents to the appointment of a trustee, receiver or liquidator for all or a major portion of its property or fails to have the appointment of any trustee, receiver or liquidator made without the Company's consent or acquiescence, vacated or set aside; or (5) is finally adjudicated as bankrupt or insolvent under any federal or state law; or (6) is subject to any proceeding, or suffers the entry of a final and non-appealable court order, under any federal or state law appointing a trustee, receiver or liquidator for all or a major part of its property or ordering the winding-up or liquidation of its affairs, or approving a petition filed against it under the Bankruptcy Code, as now or in the future amended, which order or proceeding, if not consented to by it, is not dismissed, vacated, denied, set aside or stayed within 90 days after the day of entry or commencement; or (7) suffers a writ or warrant of attachment or any similar process to be issued by any court against all or any substantial portion of its property, and such writ or warrant of attachment or any similar process is

not contested, stayed, or is not released within 60 days after the final entry, or levy or after any contest is finally adjudicated or any stay is vacated or set aside; or

(e) the Company vacates, abandons, ceases operations, fails to occupy or is ejected from the Project Site or any material portion thereof, and the same remains uncured for or abandoned for a period of 90 days; or

(f) The occurrence and continuance of an "Event of Default" by the Company under the Performance Agreement following any applicable notice and grace period provided therein.

Section 12.2. Remedies on Default. If any Event of Default referred to in **Section 12.1** hereof has occurred and continues beyond the period provided to cure, then the City may at the City's election (subject, however, to any restrictions against acceleration of the maturity of the Bonds or termination of this Lease in the Indenture), then or at any time thereafter, and while such default continues, take any one or more of the following actions, subject, however, at all times to the Company's rights under **Article XI**:

(a) cause all amounts payable with respect to the Bonds for the remainder of the term of this Lease to become due and payable after giving ten (10) days prior written notice thereof to the Company, as provided in the Indenture; or

(b) give the Company written notice of the City's intention to terminate this Lease on a date specified therein, which date shall not be earlier than 30 days after such notice is given, and if all defaults have not then been cured, on the date so specified, the Owners shall tender or be deemed to have tendered the outstanding principal amount of the Bonds for cancellation with instruction that such tender is in lieu of payment in accordance with **Section 11.1** hereof, the Company's rights to possession of the Project shall cease and this Lease shall thereupon be terminated, and the City may take possession of the Project or, if the Company has paid all obligations due and owing under the Indenture, this Lease and the Performance Agreement, convey the Project in accordance with **Section 11.2** hereof.

Section 12.3. Survival of Obligations. The Company covenants and agrees with the City and Owners that those of its obligations under this Lease which by their nature require performance after the end of the term of this Lease, or which are expressly stated herein as intended to survive expiration or termination of this Lease, shall survive the cancellation and termination of this Lease, for any cause.

Section 12.4. Performance of the Company's Obligations by the City. If the Company shall fail to keep or perform any of its obligations as provided in this Lease in the making of any payment or performance of any obligation, then the City, or the Trustee in the City's name, may (but shall not be obligated so to do) upon the continuance of such failure on the Company's part for 30 days after written notice of such failure is given the Company by the City or the Trustee, and without waiving or releasing the Company from any obligation hereunder, as an additional but not exclusive remedy, make any such payment or perform any such obligation, and all reasonable sums so paid by the City or the Trustee and all incidental reasonable costs and expenses incurred by the City or the Trustee (including, without limitation, attorneys' fees and expenses) in performing such obligations shall be deemed Additional Rent and shall be paid to the City or the Trustee on demand, and if not so paid by the Company, the City or the Trustee shall have the same rights and remedies provided for in **Section 12.2** hereof in the case of default by the Company in the payment of Basic Rent.

Section 12.5. Rights and Remedies Cumulative. The rights and remedies reserved by the Trustee, the City and the Company hereunder and those provided by law shall be construed as cumulative and continuing rights. No one of them shall be exhausted by the exercise thereof on one or more occasions.

The Trustee, the City and the Company shall each be entitled to specific performance and injunctive or other equitable relief for any breach or threatened breach of any of the provisions of this Lease, notwithstanding availability of an adequate remedy at law, and each party hereby waives the right to raise such defense in any proceeding in equity.

Section 12.6. Waiver of Breach. No waiver of any breach of any covenant or agreement herein contained shall operate as a waiver of any subsequent breach of the same covenant or agreement or as a waiver of any breach of any other covenant or agreement, and in case of a breach by the Company of any covenant, agreement or undertaking by the Company, the Trustee or the City may nevertheless accept from the Company any payment or payments hereunder without in any way waiving the Trustee or the City's right to exercise any of its rights and remedies provided for herein with respect to any such breach or breaches of the Company which were in existence at the time such payment or payments were accepted by the Trustee or the City.

Section 12.7. Trustee's Exercise of the City's Remedies. Whenever any Event of Default shall have occurred and be continuing, the Trustee may, but except as otherwise provided in the Indenture shall not be obliged to, exercise any or all of the rights of the City under this Article, upon notice as required of the City unless the City has already given the required notice. In addition, the Trustee shall have available to it all of the remedies prescribed by the Indenture.

ARTICLE XIII

ASSIGNMENT AND SUBLEASE

Section 13.1. Assignment; Sublease.

(a) The Company may assign, transfer, encumber or dispose of this Lease or any interest therein or part thereof for any lawful purpose under the Act. With respect to any assignment, the Company shall comply with the following conditions:

(1) Such assignment shall be in writing, duly executed and acknowledged by the assignor and in proper form for recording;

(2) Such assignment shall include the entire then unexpired term of this Lease; and

(3) A duplicate original of such assignment shall be delivered to the City and the Trustee within 10 days after the execution thereof, together with an assumption agreement, duly executed and acknowledged by the assignee in proper form for recording, by which the assignee shall assume all of the terms, covenants and conditions of this Lease on the part of the Company to be performed and observed.

(b) The Company shall have the right to sublet all or any part of the Project to a single entity for any lawful purpose under the Act. The Company shall, within 10 days after the delivery thereof, furnish or cause to be furnished to the City and the Trustee a true and correct copy of each such sublease. Any sublease may provide, at the Company's option, that the City's consent shall not be required in respect of any further subletting thereunder if such further subletting is for a similar purpose as the original sublease and is for a purpose permissible under the Act.

(c) Notwithstanding the foregoing, the right of the Company to assign or sublease any interests in this Lease without the prior written consent of the City shall only apply to assignments made (A) to any

entity whose long-term debt, or the long-term debt of an entity controlled by, under common control with or controlling such entity has at least a rating in any of the top three long term debt rating categories by any nationally recognized rating agency; (B) so long as the Company shall remain secondarily liable, to any such entity; or (C) to an entity controlled by or under common control with or controlling the Company, so long as such entity has a net worth of at least $5,000,000 at the time of such assignment or sublease. Any assignee of all the rights of the Company shall agree to be bound by the terms of this Lease and any other documents related to the issuance of the Bonds. Upon such assignment of all the rights of the Company and agreement by the assignee to be bound by the terms of this Lease and any other documents related to the Bonds, the Company shall be released from and have no further obligations under this Lease or any agreement related to the issuance of the Bonds.

Section 13.2. Assignment of Revenues by City. The City shall assign and pledge any rents, revenues and receipts receivable under this Lease, to the Trustee pursuant to the Indenture as security for payment of the principal of, interest and premium, if any, on the Bonds and the Company hereby consents to such pledge and assignment. The City and the Company recognize that the Trustee is a third party creditor-beneficiary of this Lease.

Section 13.3. Restrictions on Sale or Encumbrance of Project by City. During the Lease Term, the City agrees that, except to secure the Bonds to be issued pursuant to the Indenture, it will not sell, assign, encumber, transfer or convey the Project or any interest therein, but may assign its interest in and pledge any moneys receivable under this Lease to the Trustee pursuant to the Indenture as security for payment of the principal of and interest on the Bonds.

ARTICLE XIV

AMENDMENTS, CHANGES AND MODIFICATIONS

Section 14.1. Amendments, Changes and Modifications. Except as otherwise provided in this Lease or in the Indenture, subsequent to the issuance of Bonds and prior to the payment in full of the Bonds (or provision for the payment thereof having been made in accordance with the provisions of the Indenture), this Lease may not be effectively amended, changed, modified, altered or terminated without the prior written consent of the Trustee, given in accordance with the provisions of the Indenture.

ARTICLE XV

MISCELLANEOUS PROVISIONS

Section 15.1. Notices. All notices, certificates or other communications required or desired to be given hereunder shall be in writing and shall be governed by **Section 1403** of the Indenture.

Section 15.2. City Shall Not Unreasonably Withhold Consents and Approvals. Wherever in this Lease it is provided that the City shall, may or must give its approval or consent, or execute supplemental agreements or schedules, the City shall not unreasonably, arbitrarily or unnecessarily withhold or refuse to give such approvals or consents or refuse to execute such supplemental agreements or schedules; provided, however, that nothing in this Lease shall be interpreted to affect the City's rights to approve or deny any additional project or matter unrelated to the Project subject to zoning, building permit or other regulatory approvals by the City.

Section 15.3. Net Lease. The parties hereto agree (a) that this Lease shall be deemed and construed to be a net lease, (b) that the payments of Basic Rent are designed to provide the City and the

Trustee funds adequate in amount to pay all principal of and interest accruing on the Bonds as the same become due and payable, (c) that to the extent that the payments of Basic Rent are not sufficient to provide the City and the Trustee with funds sufficient for the purposes aforesaid, the Company shall be obligated to pay, and it does hereby covenant and agree to pay, upon demand therefor, as Additional Rent, such further sums of money, in cash, as may from time to time be required for such purposes, and (d) that if after the principal of and interest on the Bonds and all costs incident to the payment of the Bonds (including the fees and expenses of the City and the Trustee) have been paid in full the Trustee or the City holds unexpended funds received in accordance with the terms hereof such unexpended funds shall, after payment therefrom of all sums then due and owing by the Company under the terms of this Lease, and except as otherwise provided in this Lease and the Indenture, become the absolute property of and be paid over forthwith to the Company.

Section 15.4. Limitation on Liability of City. No provision, covenant or agreement contained in this Lease, the Indenture or the Bonds, or any obligation herein or therein imposed upon the City, or the breach thereof, shall constitute or give rise to or impose upon the City a pecuniary liability or a charge upon the general credit or taxing powers of the City or the State of Missouri.

Section 15.5. Governing Law. This Lease shall be construed in accordance with and governed by the laws of the State of Missouri.

Section 15.6. Binding Effect. This Lease shall be binding upon and shall inure to the benefit of the City and the Company and their respective successors and assigns.

Section 15.7. Severability. If for any reason any provision of this Lease shall be determined to be invalid or unenforceable, the validity and enforceability of the other provisions hereof shall not be affected thereby.

Section 15.8. Electronic Storage. The parties hereto agree that the transaction described herein may be conducted and related documents may be received, sent or stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

Section 15.9. Execution in Counterparts. This Lease may be executed simultaneously in several counterparts, each of which shall be deemed to be an original and all of which shall constitute but one and the same instrument.

Section 15.10 Complete Agreement. The Company and the City understand that oral or unexecuted agreements or commitments to loan money, extend credit or to forbear from enforcing repayment of a debt including promises to extend or renew such debt are not enforceable. To protect the Company and the City from misunderstanding or disappointment, any agreements the Company and the City reach covering such matters are contained in this Lease, the Bond Purchase Agreement and in the Performance Agreement, which are the complete and exclusive statements of the agreement between the Company and the City, except as the Company and the City may later agree in writing to modify this Lease and the Performance Agreement.

[The remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed in their respective names by their duly authorized signatories, all as of the date first above written.

CITY OF SPRINGFIELD, MISSOURI

By: _____
Name: Jason Gage
Title: City Manager

[SEAL]

ATTEST:

By: _____
Name: Anita Cotter
Title: City Clerk

Approved as to Form:

By: _____
City Attorney

KRAFT HEINZ FOODS COMPANY,
a Pennsylvania limited liability company

By: _____
Name: Julie Groetsch
Title: Vice President, Tax

EXHIBIT A

DESCRIPTION OF PROJECT SITE

1951 E Meadowmere Street, Springfield, MO 65804, legally described as follows:

Tract I:
The East One-half (E½) of the following: Beginning at the Southeast corner of the Northwest Quarter (NW¼) of the Northwest Quarter (NW¼) of Section Twenty-nine (29), Township Twenty-nine (29) Range Twenty-one (21), thence West along said Quarter Section Line 298 feet; thence North 1138.7 feet to a point on the South and West side of the county road, said road being immediately South and West of the right of way of the railroad; thence in a Southeasterly course 380 feet to the line dividing the Northwest Quarter (NW¼) and the Northeast Quarter (NE¼) of the Northwest Quarter (NW¼) of said Section; thence South 1015 feet to the place of beginning, all in the City of Springfield, Greene County, Missouri, except that part deeded from said East One-half (E½) to Johnson in Book 1035 at Page 125, and also except any part thereof taken, deeded or used for road or highway purposes.

Tract II:
The East Fifty (50) feet of Lots One (1), Two (2), and Three (3) and the East 5 feet of the West 150 feet of Lots One (1) and Two (2) in Crutcher's Country Club District, a subdivision in Greene County, Missouri, according to the recorded plat thereof.

Tract III:
Beginning at a point 160.1 feet West of the Southeast corner of the Northwest Quarter (NW¼) of the Northwest Quarter (NW¼) of Section Twenty-nine (29), Township Twenty-nine (29), Range Twenty-one (21), and running thence West 139.9 feet; thence North 1301.5 feet to the right of way of the St. Louis and San Francisco Railway; thence Southeasterly along said right of way 190.9 feet; thence South 1146.46 feet to the place of beginning, in Greene County, Missouri, except any part thereof deeded.

EXHIBIT B

PROJECT

All machinery, equipment and other personal property located or to be located on the Project Site pursuant to **Article IV** hereof and paid for in whole or in part from the proceeds of Bonds (either directly or by reimbursement of the Company), and all replacements thereof and substitutions therefor made pursuant to this Lease.

EXHIBIT C

[FORM OF REQUISITION CERTIFICATE]

Requisition No. _____
Date: _____

REQUISITION CERTIFICATE

TO: BOKF, N.A., AS TRUSTEE UNDER A TRUST INDENTURE DATED AS OF JULY 1, 2020, BETWEEN THE CITY OF SPRINGFIELD, MISSOURI, AND THE TRUSTEE, AND LEASE AGREEMENT DATED AS OF JULY 1, 2020, BETWEEN THE CITY OF SPRINGFIELD, MISSOURI, AND KRAFT HEINZ FOODS COMPANY

The undersigned hereby requests that the total shown on **Schedule 1** be paid for Project Costs (as defined in said Lease) in such amounts, to such payees and for such purposes as set forth on **Schedule 1** attached hereto.

We hereby state and certify that: (i) the amounts requested are or were necessary and appropriate in connection with the acquisition, installation and equipping of the Project, have been properly incurred and are a proper charge against the Project Fund, and have been paid by or are justly due to the persons whose names and addresses are stated on **Schedule 1**, and have not been the basis of any previous requisition from the Project Fund; (ii) as of this date, except for the amounts referred to above, there are no, to the best of our knowledge, outstanding statements which are due and payable for labor, wages, materials, supplies or services in connection with the acquisition, installation and equipping of the Project which, if unpaid, might become the basis of a vendors', mechanics', laborers' or materialmen's statutory or similar lien upon the Project or any part thereof; and (iii) no part of the several amounts paid or due as stated above has been or is being made the basis for the withdrawal of any moneys from the Project Fund in any previous or pending application for payment made pursuant to said Lease.

KRAFT HEINZ FOODS COMPANY

By: _____
Name: _____
Title: _____

SCHEDULE 1 TO REQUISITION CERTIFICATE

Amount	Payee and Address	Description

With respect to any personal property described in this Requisition Certificate and for which Project Costs are disbursed pursuant to this Requisition Certificate, in consideration of such disbursement, such personal property is hereby BARGAINED and SOLD, and the Company by these presents does now GRANT and CONVEY, unto the CITY OF SPRINGFIELD, MISSOURI, and its successors and assigns, all of its right, title and interest, if any, in and to such personal property, and such personal property shall constitute a portion of the "Project" as defined under the Lease Agreement dated as of July 1, 2020, between the Company and the City. The property is being conveyed "as is," "where is" and "with all faults" as of the date placed in service at the Project Site, without any representation or warranty whatsoever as to its condition, fitness for any particular purpose, merchantability, or any other warranty, express or implied.

APPENDIX I

Form of Performance Agreement

See Document No. ___

Exhibit D

$48,000,000
(AGGREGATE MAXIMUM PRINCIPAL AMOUNT)
CITY OF SPRINGFIELD, MISSOURI
TAXABLE INDUSTRIAL DEVELOPMENT REVENUE BONDS
(KRAFT HEINZ FOODS COMPANY PROJECT)
SERIES 2020

BOND PURCHASE AGREEMENT

DATED AS OF JULY 1, 2020

City of Springfield, Missouri
Busch Municipal Building, 4th Floor
840 Boonville Avenue
Springfield, Missouri 65802

Ladies and Gentlemen:

On the basis of the representations and covenants and upon the terms and conditions contained in this Bond Purchase Agreement, Kraft Heinz Foods Company, a Pennsylvania limited liability company (the "Purchaser"), offers to purchase from the City of Springfield, Missouri (the "City"), the above-referenced series of Taxable Industrial Development Revenue Bonds (the "Bonds"), to be issued by the City under and pursuant to Special Ordinance No. _____ passed by the governing body of the City on June ___, 2020 (the "Ordinance") and a Trust Indenture dated as of July 1, 2020 (the "Indenture"), by and between the City and BOKF, N.A., Kansas City, Missouri, as trustee (the "Trustee"). Capitalized terms not otherwise defined herein shall have the meanings set forth in **Section 101** of the Indenture.

SECTION 1. REPRESENTATIONS AND AGREEMENTS

(a) By the City's acceptance hereof, the City hereby represents to the Purchaser that:

(1) The City is a constitutional home rule charter city and municipal corporation duly organized and validly existing under the laws of the State of Missouri. The City is authorized under Article VI, Section 27(b) of the Missouri Constitution and Sections 100.010 through 100.200 of the Revised Statutes of Missouri, as amended, and its Charter to authorize, issue and deliver the Bonds and to consummate all transactions contemplated by this Bond Purchase Agreement, the Ordinance, the Indenture, the Lease, the Performance Agreement (the "City Documents") and any and all other agreements relating thereto. The proceeds of the Bonds shall be used for the purpose of financing the Project for the benefit of Kraft Heinz Foods Company, a Pennsylvania limited liability company (the "Company"), and to pay for the costs incurred in connection with the issuance of the Bonds;

(2) There is no controversy, suit or other proceeding of any kind pending or threatened wherein or whereby any question is raised or may be raised, questioning, disputing or affecting in any way the legal organization of the City or its boundaries, or the right or title of any of its officers to their respective offices, or the legality of any official act leading up to the issuance of the Bonds or the constitutionality or validity of the obligations represented by the Bonds or the validity of the Bonds or the City Documents; and

(3) Any certificate signed by an authorized representative of the City and delivered to the Purchaser shall be deemed a representation and warranty by the City to such party as to the statements made therein.

(b) The Purchaser represents as follows:

(1) *Organization.* The Purchaser is a limited liability company duly organized and validly existing under the laws of the State of Pennsylvania and is authorized to do business in and is in good standing under the laws of the State of Missouri;

(2) *No Conflict or Breach*. The execution, delivery and performance of this Bond Purchase Agreement by the Purchaser has been duly authorized by all necessary action of the Purchaser and does not and will not conflict with or result in the breach of any of the terms, conditions or provisions of, or constitute a default under, its organizational documents, any law, court or administrative regulation, decree or order applicable to or binding upon the Purchaser, or, insofar as it has knowledge, any agreement, indenture, mortgage, lease or instrument to which the Purchaser is a party or by which it is bound;

(3) *Documents Legal, Valid and Binding*. When executed and delivered by the Purchaser, this Bond Purchase Agreement will be, and is, a legal, valid and binding obligation, enforceable in accordance with its terms, subject, as to enforcement, to any applicable bankruptcy, reorganization, insolvency, moratorium or other laws affecting the enforcement of creditors' rights generally and further subject to the availability of equitable remedies; and

(4) *Purchaser's Certificates*. Any certificate signed by an authorized officer or agent of the Purchaser and delivered to the City shall be deemed a representation and warranty by the Purchaser to such party as to the statements made therein.

SECTION 2. PURCHASE, SALE AND DELIVERY OF THE BONDS

On the basis of the representations and covenants contained herein and in the other agreements referred to herein, and subject to the terms and conditions herein set forth and in the Indenture, the Purchaser agrees to purchase from the City and the City agrees to sell to the Purchaser the Bonds on the terms and conditions set forth herein.

The Bonds shall be sold to the Purchaser by the City on the Closing Date (hereinafter defined) upon payment of an amount equal to the Closing Price (hereinafter defined) for the Bonds, which amount shall be deposited in the Project Fund as provided in the Indenture and shall thereafter on the Closing Date immediately be applied to the payment of Project Costs as provided in the Lease, which deposit and payment shall be recorded via a transaction entry on the trust records held by the Trustee and Paying Agent. From time to time after the Closing Date as additional Project Costs are incurred, the Purchaser may make additional payments with respect to the Bonds ("Additional Payments") to the Trustee, which Additional Payments shall be deposited in the Project Fund and applied to the payment of Project Costs, which deposit(s) and payment(s) shall be recorded via a transaction entry on the trust records held by the Trustee and Paying Agent; provided that the sum of the Closing Price and all such Additional Payments for the Bonds shall not, in the aggregate, exceed $48,000,000.

As used herein, the term "Closing Date" shall mean July ___, 2020, or such other date as shall be mutually agreed upon by the City and the Purchaser; the term "Closing Price" shall mean, with respect to the Bonds, that certain amount specified in writing by the Purchaser and agreed to by the City as the amount

required to pay for the initial issuance of the Bonds on the Closing Date, which amount shall be equal to $_____.

The Bonds shall be issued under and secured as provided in the Ordinance and in the Indenture and the Lease authorized thereby and the Bonds shall have the maturity, interest rate and shall be subject to redemption as set forth therein. The delivery of the Bonds shall be made in definitive form as a fully registered bond in the maximum aggregate principal denomination of $48,000,000; provided, that the principal amount of the Bonds Outstanding at any time shall be that amount recorded in the official bond registration records of the Trustee and further provided that interest shall be payable on the Bonds only on the Outstanding principal amount of the Bonds, as more fully provided in the Indenture.

The Company agrees to indemnify and hold harmless the City, the Trustee, and any member, officer, official or employee of the City or of the Trustee and any person controlling the Trustee within the meaning of Section 15 of the Securities Act of 1933, as amended (collectively, the "Indemnified Parties"), against any and all losses, claims, damages, liabilities or expenses whatsoever to the extent caused by any violation by the Company of, or failure by the Company to comply with, any federal or state securities laws in connection with the Bonds.

In case any action shall be brought against one or more of the Indemnified Parties based upon the foregoing indemnification and in respect of which indemnity may be sought against the Company, the Indemnified Parties shall promptly notify the Company in writing and the Company shall promptly assume the defense thereof, including the employment of counsel, the payment of all expenses and the right to negotiate and consent to settlement. Any one or more of the Indemnified Parties shall have the right to employ separate counsel in any such action and to participate in the defense thereof, but the fees and expenses of such counsel shall be at the expense of such Indemnified Party or Indemnified Parties unless employment of such counsel has been specifically authorized by the Company. The Company shall not be liable for any settlement of any such action effected without its consent by any of the Indemnified Parties, but if settled with the consent of the Company or if there be a final judgment for the plaintiff in any such action against the Company or any of the Indemnified Parties, with or without the consent of the Company, then provided that the Company was given prompt written notice and the ability to assume the defense thereof as required by this paragraph, the Company agrees to indemnify and hold harmless the Indemnified Parties to the extent provided herein.

SECTION 3. CONDITIONS TO THE PURCHASER'S OBLIGATIONS

The Purchaser's obligations hereunder shall be subject to the due performance by the City of the City's obligations and agreements to be performed hereunder on or prior to the Closing Date and to the accuracy of and compliance with the City's representations contained herein, as of the date hereof and as of the Closing Date, and are also subject to the following conditions:

(a) There shall be delivered to the Purchaser on or prior to the Closing Date a duly executed copy of the Ordinance, the City Documents and any other instrument contemplated thereby and such documents shall be in full force and effect and shall not have been modified or changed except as may have been agreed to in writing by the Purchaser;

(b) The City shall confirm on the Closing Date by a certificate that at and as of the Closing Date the City has taken all action necessary to issue the Bonds and that there is no controversy, suit or other proceeding of any kind pending or threatened wherein any question is raised affecting in any way the legal organization of the City or the legality of any official act shown to have been done in the transcript of proceedings leading up to the issuance of the Bonds, or the constitutionality or validity of the indebtedness represented by the Bonds or the validity of the Bonds or any proceedings in relation to the issuance or sale thereof;

(c) The Purchaser shall execute a certificate, dated the Closing Date, to the effect that (i) no litigation, proceeding or investigation is pending against the Purchaser or its affiliates or, to the knowledge of the Purchaser, threatened which would (A) contest, affect, restrain or enjoin the issuance, validity, execution, delivery or performance of the Bonds, or (B) in any way contest the existence or powers of the Purchaser, (ii) no litigation, proceeding or investigation is pending or, to the knowledge of the Purchaser, threatened against the Purchaser that could reasonably be expected to adversely affect its ability to perform its obligations hereunder, (iii) the representations and warranties of the Purchaser herein were and are true and correct in all material respects and not misleading as of the date made and as of the Closing Date, and (iv) such other matters as are reasonably requested by the other parties in connection with the issuance of the Bonds; and

(d) Receipt by the Purchaser and the Company of an approving opinion from Gilmore & Bell, P.C., in form and substance satisfactory to the Purchaser and the Company.

SECTION 4. THE PURCHASER'S RIGHT TO CANCEL

The Purchaser shall have the right to cancel its obligation hereunder to purchase the Bonds by notifying the City in writing of its election to make such cancellation at any time prior to the Closing Date.

SECTION 5. CONDITIONS OF OBLIGATIONS

The obligations of the parties hereto are subject to the receipt of the approving opinion of Gilmore & Bell, P.C., Bond Counsel, with respect to the validity of the authorization and issuance of the Bonds.

SECTION 6. REPRESENTATIONS AND AGREEMENTS TO SURVIVE DELIVERY

All of the representations and agreements by either party shall remain operative and in full force and effect, and shall survive delivery of the Bonds to the Purchaser.

SECTION 7. PAYMENT OF EXPENSES

The Company shall pay all reasonable expenses and costs to effect the authorization, preparation, issuance, delivery and sale of the Bonds. To the best of the City's knowledge and belief, the only expenses payable by the Company in connection with the issuance of the Bonds are the following: (1) the legal fees of Gilmore & Bell, P.C., as Bond Counsel in the amount of $50,000, (2) the Trustee's initial acceptance fee and first year's administrative fee, and (3) the economic development fee to the City in the amount of $48,000.

SECTION 8. NOTICE

Any notice or other communication to be given to the City under this Agreement may be given in the same form and manner as notices under Section 1403 of the Indenture, with any notices to the Purchaser being given to the notice address for the Company under such section of the Indenture.

SECTION 9. APPLICABLE LAW; ASSIGNABILITY

This Bond Purchase Agreement shall be governed by the laws of the State of Missouri and may be assigned by the Purchaser with the written consent of the City, which consent shall not be unreasonably withheld, conditioned or delayed.

SECTION 10. EXECUTION OF COUNTERPARTS

This Bond Purchase Agreement may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute one and the same document.

[Remainder of this page intentionally left blank]

Very truly yours,

KRAFT HEINZ FOODS COMPANY,
a Pennsylvania limited liability company,
as Purchaser

By: _____
Name: Julie Groetsch
Title: Vice President, Tax

Accepted and agreed to as of the Closing Date.

KRAFT HEINZ FOODS COMPANY,
a Pennsylvania limited liability company,
as Company

By: _____
Name: Julie Groetsch
Title: Vice President, Tax

Accepted and Agreed to as of the Closing Date.

CITY OF SPRINGFIELD, MISSOURI

By: _____
Name: Jason Gage
Title: City Manager

[SEAL]

ATTEST:

By: _____
Name: Anita Cotter
Title: City Clerk

Approved as to Form:

By: _____
City Attorney

Exhibit E

PERFORMANCE AGREEMENT

Dated as of July 1, 2020

BETWEEN

CITY OF SPRINGFIELD, MISSOURI

AND

KRAFT HEINZ FOODS COMPANY

Prepared By:

Gilmore & Bell, P.C.
Kansas City, Missouri

PERFORMANCE AGREEMENT

THIS PERFORMANCE AGREEMENT, dated as of July 1, 2020 (the "**Agreement**"), is between the **CITY OF SPRINGFIELD, MISSOURI,** a constitutional home rule charter city and municipal corporation organized and existing under the laws of the State of Missouri (the "**City**"), and **KRAFT HEINZ FOODS COMPANY,** a Pennsylvania limited liability company authorized to conduct business in the State of Missouri (the "**Company**");

RECITALS:

1. The City is authorized and empowered pursuant to the provisions of Article VI, Section 27(b) of the Missouri Constitution and Sections 100.010 through 100.200, inclusive, of the Revised Statutes of Missouri, as amended (collectively, the **"Act"**), to purchase, construct, extend and improve certain projects (as defined in Section 100.010 of the Revised Statutes of Missouri, as amended) and to issue industrial development revenue bonds for the purpose of providing funds to pay the costs of such projects and to lease or otherwise dispose of such projects to private persons or corporations for manufacturing, commercial, research and development, warehousing and industrial development purposes upon such terms and conditions as the City shall deem advisable.

2. Pursuant to the Act, the City Council of the City gave notice to the affected taxing jurisdictions in accordance with Section 100.059.1 of the Act regarding the financing of the costs of a project (the "**Project**") for the Company consisting of the acquisition and installation of equipment and machinery at the Company's existing manufacturing facility located on certain real property in the City (the "**Project Site**"), which costs are to be paid out of the proceeds of industrial development revenue bonds to be issued by the City under the Act.

3. Following such notice to the affected taxing jurisdictions, the Council of the City adopted Special Ordinance No. _____ (the **"Ordinance"**) passed by the City Council on June ___, 2020, the City approved a plan for the Project and is authorized to execute and deliver (a) a Trust Indenture of even date herewith (the "**Indenture**"), between the City and BOKF, N.A., Kansas City, Missouri, as bond trustee (the "**Trustee**"), for the purpose of issuing and securing the City's Taxable Industrial Development Revenue Bonds (Kraft Heinz Foods Company Project), Series 2020, in the maximum aggregate principal amount of $48,000,000 (the "**Bonds**"), (b) a Lease Agreement of even date herewith (the "**Lease**") with the Company, as lessee, under which the City, as lessor, will purchase and equip the Project and will lease the Project to the Company, in consideration of rentals which will be sufficient to pay the principal of and interest on the Bonds, and (c) this Agreement for the purpose of setting forth the terms and conditions of the Project's exemption from *ad valorem* personal property taxes and certain payments in lieu of taxes to be made by the Company with respect to the Project.

4. Pursuant to the foregoing, the City desires to enter into this Agreement with the Company in consideration of the Company's desire to purchase and install the Project upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the premises and the mutual representations, covenants and agreements herein contained, the City and the Company hereby represent, covenant and agree as follows:

ARTICLE I

DEFINITIONS

Section 1.1. Definitions of Words and Terms. In addition to the words and terms defined in the Recitals and the words and terms defined in Section 101 of the Indenture, which definitions are hereby incorporated herein by reference, the following words and terms as used herein shall have the following meanings:

"Abatement Period" means five calendar years, starting with the Initial Abatement year, provided that the final year of the Abatement Period shall not be later than 2026.

"Agreement" means this Performance Agreement dated as of July 1, 2020, between the City and the Company, as from time to time amended and supplemented in accordance with the provisions hereof.

"Annual Compliance Report" means the Annual Compliance Report required to be filed by the Company by **Section 3.3** hereof, a copy of which is attached hereto as **Exhibit A**.

"Company" means Kraft Heinz Foods Company, a Pennsylvania limited liability company authorized to conduct business in Missouri, and its successors and assigns.

"Event of Default" means any Event of Default as described in **Section 6.1** hereof.

"Indenture" means the Trust Indenture dated as of July 1, 2020, between the City and BOKF, N.A., Kansas City, Missouri, as Trustee, relating to the issuance of the Bonds, as amended or supplemented from time to time.

"Initial Abatement Year" shall mean the calendar year after the first portion of the Project is placed in service at the Project Site, as reported by the Company pursuant to **Section 4.2(c)** of the Lease.

"Job" means a full-time position with the Company of not less than 37.5 hours per week at the Project Site, which shall include normal full-time employee benefits offered by the Company. Positions filled by workers who are not directly employed by the Company do not qualify as "Jobs" for purposes of this definition.

"PILOT Payments" means the payments in lieu of taxes provided for in **Article III** hereof.

"Project" means all items of equipment or other personal property acquired or installed on the Project Site pursuant to **Article IV** of the Lease and paid for, or reimbursed, in whole or in part from the proceeds of Bonds, as described in **Exhibit B** attached to the Indenture, and all replacements thereof and substitutions therefor which, pursuant to **Section 8.2** of the Lease, constitute part of the Project.

"Project Site" means all of the real estate described in **Exhibit A** attached to the Lease and by this reference made a part hereof.

"Test Date" means October 31 of each year, beginning on October 31, 2020 and ending on October 31, 2026.

ARTICLE II

REPRESENTATIONS

Section 2.1. City's Representations. The City hereby represents as follows:

(a) The Project will significantly benefit the City and the State of Missouri by (i) stimulating economic development in the City and the State through the retention of permanent jobs; and (ii) increasing local and state tax revenues; and

(b) The Project would not proceed without the assistance provided by the City.

Section 2.2. Company's Representations. The Company hereby represents as follows:

(a) The Project will significantly benefit the City and the State of Missouri by (i) stimulating economic development in the City and the State through the retention of permanent jobs; and (ii) increasing local and state tax revenues; and

(b) Continued capital investment in the Springfield manufacturing facility is needed to enable the facility to remain competitive and to maintain the 950 existing jobs. Annual investment amounts and special projects sought by the facility are approved or disapproved each year by the Company's corporate management. As such, the assistance provided by the City will improve investment and project returns and will be a vital factor in corporate management's annual decision-making process with respect to the acquisition of the Project.

ARTICLE III

PROPERTY TAX EXEMPTION; PAYMENT IN LIEU OF TAXES

Section 3.1. Personal Property Tax Exemption.

(a) So long as the City owns title to the Project, the Project and the leasehold interest of the Company in the Project is expected to be exempt from *ad valorem* taxes on personal property. The first year of the exemption period shall begin with the Initial Abatement Year. Notwithstanding any other provision of this Agreement to the contrary, the last year of such exemption period shall be 2026.

(b) The Company covenants and agrees that, during each year the Project is exempt from *ad valorem* personal property taxes by reason thereof, the Company will make annual payments in lieu of taxes to the City (the "**PILOT Payments**" and each such payment, a "**PILOT Payment**") as described in this **Article III**. The City and the Company hereby agree that the tax abatement provided by this Agreement shall only apply to property financed with proceeds of the Bonds (*i.e.,* personal property constituting a part of the Project) and shall not apply to property not financed with proceeds of the Bonds.

Section 3.2. Payments In Lieu of Taxes.

(a) The Company and the City agree that each item of personal property financed with the proceeds of the Bonds and constituting a part of the Project shall be exempt from *ad valorem* taxes during the Abatement Period. The Company agrees that it shall make a PILOT Payment to the City (to be delivered to the City Clerk) on or before December 31 of each year, commencing December 31 of the Initial Abatement Year, in an amount equal to the applicable percentage shown below times the amount of the *ad*

valorem personal property taxes which would otherwise be due with respect to the Project (calculated as set forth below):

Abatement Period	PILOT Percentage
Years 1-5	25%

The PILOT Payments shall be calculated by the Company as follows:

The amount of Bond proceeds drawn under the Indenture by the Company during each of the calendar years in which a portion of the Project is placed in service at the Project Site during the term of this Agreement shall equal the actual cost of the Project incurred by the Company for said years. For purposes of calculating the PILOT Payments, however, the Company shall start with the cost of the personal property that becomes part of the Project and is placed in service at the Project Site in each year, excluding any costs of freight, installation, or sales or use tax (the "**20___ Original Cost**"), and a depreciation factor shall be applied at the beginning of each year of the Abatement Period, as applicable, according to the seven-year depreciation schedule, as set out below:

Year	Depreciation Factor
1	89.29%
2	70.16%
3	55.13%
4	42.88%
5	30.63%
6	18.38%
7	10.00%

Beginning in with the Initial Abatement Year, and annually thereafter through the Abatement Period, the Company shall separately calculate the PILOT Payment for the Project components acquired in each calendar year using the following formula:

PILOT Payment = Tax * applicable "PILOT Percentage" in the above table

Tax = (Assessed Value * Tax Rate[1])/100

Assessed Value = (20__ Original Cost * applicable "Depreciation Factor" in the above table) * 25% assessment ratio

[1] Shall be calculated using the then current combined personal property tax rate for Greene County, Missouri (5.5499 for 2019)

(b) The Company will, in accordance with the above table and formula, prepare (i) a detailed summary of the Project expenditures for each year, and (ii) a calculation of the corresponding PILOT Payments, and notify the City by sending such report to the City for its review and approval on or before October 15 of each year, commencing on the first October 15 of the Abatement Period and continuing on each October 15 thereafter while this Agreement remains in effect.

Unless the City notifies the Company of its disapproval on or before October 31, the City shall be deemed to have approved of the Company's PILOT Payment calculations as set forth in the report. If the

City disapproves, the City shall notify the Company in writing setting forth in detail the basis for such disapproval (notice to be provided in accordance with **Section 8.7** of this Agreement).

The approved PILOT Payments shall be payable to the City on or before December 31 of each such calendar year.

(c) The Company shall exercise its option pursuant to **Section 11.4** of the Lease to purchase the Project no later than December 31 of the last year of the Abatement Period. If title to the Project has not been transferred by the City to the Company on or before such date, then not later than December 31 of the year following the Abatement Period, and not later than December 31 of each year thereafter until title to the Project is transferred to the Company, the Company shall pay to the City a PILOT Payment equal to 100% of the amount that would otherwise be payable to each taxing jurisdiction but for the City's ownership thereof.

Section 3.3. Adjustment of Payments In Lieu of Taxes for Failure to Create and Maintain Jobs.

(a) The Company covenants and agrees that it currently maintains 950 Jobs at the Project Site. The City and the Company understand and agree that the property tax abatement set forth in **Section 3.1** above is conditioned upon the Company's maintaining the Jobs as stated in subsection (b) below for so long as the abatement described herein is in effect.

(b) If the Company fails to maintain a total of at least 950 Jobs at the Project Site for a specific calendar year during the Abatement Period, as certified by the Company in writing to the City Clerk (measured by determining the actual number of Jobs on the last day of each month on each of the immediately preceding 12 months ending on each Test Date and then calculating the 12-month average), the Company shall pay an additional PILOT Payment to the City on or before December 31 of each such calendar year in an amount equal to the formula percentage calculated below times the amount of *ad valorem* taxes which would otherwise be due with respect to the Project:

$$.75 - \left(.75 \times \frac{\text{Actual Number of Jobs}}{950} \right) = \text{PILOT \%}$$

(c) The Company shall file with the City annually, commencing on the first November 10 of the Abatement Period, and continuing on each November 10 thereafter while this Agreement remains in effect, an Annual Compliance Report in the form attached hereto as **Exhibit A**. The Company also agrees to provide reasonable access to the Company's records for purposes of verifying the number of Jobs, in accordance with **Section 4.1** below.

(d) The calculations set forth in this **Section 3.3** shall be performed as of each Test Date, with any resulting PILOT Payment due as a result of such calculation to be applicable for the year in which such Test Date occurs. Notwithstanding anything contained herein to the contrary, in no event shall the Company's PILOT Payments calculated pursuant to this section and **Section 3.2** hereof exceed 100% of the actual property taxes that would have otherwise been payable on the Project, but for the City's ownership thereof, for the given year.

Section 3.4 Failure to Make Minimum Investment in Project. In the event the Company fails to make an investment in the Project equal to or greater than $32,000,000 on or before October 15 of the final year of the Abatement Period, then the percentage of PILOT Payments set forth in **Section 3.2** shall be increased to 100% on all property for the final year of the Abatement Period.

Section 3.5. No Abatement on Real Property or Special Assessments. The City and the Company hereby agree that the property tax exemptions described in this Agreement shall not apply to real property taxes or any special assessments imposed thereon.

Section 3.6. Distribution of PILOT Payments. Within 30 days of the date of receipt of each PILOT Payment, the City Clerk, or other designated billing/collection agent, shall distribute each PILOT Payment, after reduction for the administrative costs of the City as provided by **Section 3.8** below, among the taxing jurisdictions in proportion to the amount of taxes which would have been paid in each year had the Project not been exempt from personal property taxation pursuant to this Agreement.

Section 3.7. Obligation of City to Effect Tax Abatement. The City agrees to take all actions within its control to obtain and/or maintain in effect the exemption referred to in **Section 3.1** above, including any filing required with any governmental authorities; provided, however, the City shall not be liable for any failure of Greene County, Missouri or any other governmental taxing authority to recognize the exemption provided herein. The City covenants that it will not voluntarily take any action that may cause or induce the levy or assessment of *ad valorem* taxes on the Project. In the event such a levy or assessment should occur, the City shall, at the Company's request and at the Company's expense, fully cooperate with the Company in all reasonable ways to prevent and/or remove any such levy or assessment against the Project.

Section 3.8. Administration Costs. Under Section 100.050 of the Act, the City may require the Company to reimburse the City for its actual costs of issuing the Bonds and administering the plan, including costs associated with administering this Agreement. In addition to the PILOT Payments, the Company agrees to make an annual payment of $5,000 to the City for administrative costs connected with this Agreement. Said payments will be made at the time PILOT Payments are made.

Section 3.9. Other Property Taxes In Connection with the Project. The City and the Company covenant and agree that the property tax abatement provided by this Agreement and the issuance of the Bonds shall only apply to the City's interest in the Project, and only to that portion financed with proceeds of the Bonds. Any property taxes levied against the Company's interest in the Project by any taxing authority shall be solely the responsibility of the Company. In the event such a levy or assessment should occur, the City shall, at the Company's request, fully cooperate with the Company in all reasonable ways to prevent and/or challenge such levy or assessment.

Section 3.10. No Sales Tax Exemption. The purchase and installation of the Project shall not be exempt from any sales taxes imposed by any governmental authority by virtue of the City's ownership of the Project, and neither the City nor the Company shall request any such exemption. Nothing herein shall limit the Company's right to any exemption of sales taxes not resulting from the City's ownership of title to the Project.

Section 3.11. Credits for Certain Tax Payments. Nothing in this Agreement shall be construed to require the Company to make duplicate tax payments. The Company shall receive a credit hereunder to such extent it has made any payment for *ad valorem* property taxes on the Project to Greene County, Missouri.

Section 3.12. Company's Right To Protest Taxes. Notwithstanding any other provision of this Agreement to the contrary, nothing in this Agreement shall be construed to limit or in any way restrict the availability of any provision of Missouri law which confers upon the Company the right to appeal, protest or otherwise contest any property tax valuation, assessment, classification or similar action.

Section 3.13. Cessation of Operations at the Project Site. If for any reason the Company completely vacates, abandons or ceases operations at the Project Site during the term of this Agreement,

and fails to exercise its option to purchase the Project within 90 days after such vacancy, abandonment or cessation of operations, the Company shall make a PILOT Payment to the City (addressed to the City Clerk and to be distributed as provided in **Section 3.3**) equal to 100% of the amounts that would otherwise be payable to each taxing jurisdiction if the Project was not owned by the City. Such payment shall be made on or before December 31 in the year in which the Company ceases operations (in a *pro rata* amount assuming the Project was placed on the tax rolls effective on the date of cessation through December 31) and on each December 31 thereafter for each year in which the Project is, on January 1 of such year, still titled in the name of the City, and the Company has ceased operations.

Section 3.14. No Abatement on Special Assessments, Licenses or Fees. The City and the Company hereby agree that the property tax exemptions described in this Agreement shall not apply to special assessments and shall not serve to reduce or eliminate any other licenses or fees owing to the City or any other taxing jurisdiction with respect to the Project. The Company hereby agrees to make payments with respect to all special assessments, licenses and fees which would otherwise be due with respect to the Project as if such Project was not owned by the City.

ARTICLE IV

COVENANTS, REPRESENTATIONS AND AGREEMENTS OF THE COMPANY

Section 4.1. Inspection. The Company agrees that the City and its duly authorized agents shall have the right at reasonable times (during business hours), subject to at least five Business Days' advance written notice and to the Company's usual business proprietary, safety and security requirements, to enter upon the Project Site to examine and inspect the Project and the records of the Company which demonstrate compliance with this Agreement.

Section 4.2. Compliance with Laws. To the best of the Company's knowledge, the Project is and will be in material compliance with all applicable federal, state and local laws, statutes, ordinances, rules, regulations, executive orders and codes pertaining to or affecting the Project, including environmental laws, subject to all applicable rights of the Company to contest the same.

Section 4.3. Purchase, Installation and Operation. The Project will be purchased, installed and operated in a manner that is consistent with the description of the Project herein and in the Lease. In the event the Project purchased and installed is materially inconsistent with the description of the Project contained herein and in the presentation to the City Council of the City, the City reserves the right to declare an Event of Default in accordance with **Section 6.1(c)** hereof.

Section 4.4. Indemnification. The Company shall indemnify and save and hold harmless the City from and against all claims, demands, costs, liabilities, damages or expenses, including reasonable attorneys' fees, by or on behalf of any person, firm or corporation arising from the conduct or management of, or from any work or thing done in, on or about, the Project during the term of the Lease, and against and from all claims, demands, costs, liabilities, damages or expenses, including reasonable attorneys' fees, arising during the term of the Lease from any event described in **Section 10.5** of the Lease to the extent and subject to the limitations provided therein provided, however, the indemnification contained in this **Section 4.4** shall not extend to the City if such claims, demands, costs, liabilities, damages or expenses, including reasonable attorneys' fees, are the result of the negligence or willful misconduct by the City, or the performance or failure to perform by the City of its obligations under the Lease.

Section 4.5. Costs of Issuance of the Bonds. The Company agrees to pay on the date of the initial issuance of the Bonds, all costs of issuance incurred in connection therewith, provided that a closing

memorandum detailing all costs of issuance is provided to the Company for review at least five Business Days prior to the initial issuance of the Bonds.

ARTICLE V

SALE AND ASSIGNMENT

The benefits granted by the City to the Company pursuant to this Agreement shall belong solely to the Company, and such benefits shall not be transferred (other than to an affiliate of the Company), assigned, pledged or in any other manner hypothecated without the express written consent of the City, except that the Company shall have the right to assign or transfer its interest hereunder, including the benefits hereunder, in connection with any assignment or transfer of its interest in the Project that is permitted pursuant to the Lease; but nothing herein shall preclude the Company from assigning or pledging its interest in the Project so long as the Company continues to occupy the Project and otherwise remains responsible for its undertakings herein.

ARTICLE VI

DEFAULT AND REMEDIES

Section 6.1. Events of Default. If any one or more of the following events shall occur and be continuing, it is hereby defined as and declared to be and to constitute an Event of Default hereunder:

(a) the Company fails to make any PILOT Payments required to be paid hereunder within 10 days after written notice and demand by the City;

(b) the Company shall fail to perform any of its obligations hereunder for a period of 60 days (or such longer period as the City and the Company may agree in writing) following written notice to the Company from the City of such failure which notice shall include a specific description of the Company's failure hereunder); provided, however, that if such failure is not subject to cure within such 60 days, such failure shall not constitute an Event of Default hereunder if the Company initiates action to cure such default and pursues such action diligently; or

(c) any representation of the Company contained herein proves to be materially false or erroneous and is not corrected or brought into compliance within 60 days (or such longer period as the City and the Company may agree in writing) after the City has given written notice to the Company specifying the false or erroneous representation and requiring it to be remedied; provided, however, that if such matter is not subject to cure within such 60 days after such notice, it shall not constitute an Event of Default hereunder if the Company initiates action to cure the default within such 60 days after such notice and pursues such action diligently.

Section 6.2. Remedies on Default. Upon an Event of Default hereunder this Agreement may be terminated by written notice to the Company from the City. Upon such termination the Company shall make a PILOT Payment to the City equal to (i) the *pro rata* amount payable pursuant to **Section 3.3** hereof from January 1 of the year in question through the effective date of termination, plus (ii) the *pro rata* amount of taxes that would be due for the remaining portion of the year assuming the Project was placed on the tax rolls effective on the date of termination through December 31; provided, however, the payment of PILOTS following cessation of operations shall be governed by **Section 3.12**; and provided further, the Company shall receive a credit for all PILOT Payments made pursuant to **Section 3.2** herein and such credit shall reduce the amount of any payments due under this Section.

Upon any termination of this Agreement the Company agrees to pay interest and penalties on all amounts due hereunder that are late to the same extent as if such payments were late tax payments under Missouri law.

Section 6.3. Payments on Defaulted Amounts. Any amounts payable hereunder in lieu of *ad valorem* personal property taxes which are not paid when due shall be subject to penalties imposed by Missouri law on overdue *ad valorem* real estate taxes.

Section 6.4. Enforcement. In addition to the remedies specified in **Section 6.2**, upon the occurrence of an Event of Default, the City or any taxing jurisdictions that would benefit from the PILOT Payments provided for in this Agreement may bring an action for specific performance to enforce such payments.

Section 6.5. Failure of the City to Perform its Obligations. In the event the City shall fail to perform any of its obligations hereunder for (i) a period of 60 days (or such longer period as the Company and the City may agree in writing) following written notice to the City from the Company of such failure which notice shall include a specific description of the City's failure hereunder), or (ii) if such failure is not subject to cure within such 60 days, the City shall have failed to initiate action to cure such default and shall pursue such action diligently; the Company may declare that the City is in default under this Agreement and may pursue any legal remedy available to it to enforce this Agreement.

ARTICLE VII

TERM OF AGREEMENT

This Agreement shall become effective upon execution, and subject to earlier termination pursuant to the provisions of this Agreement (including particularly the following sentence and **Article VI** hereof), shall have an initial term commencing as of the date of this Agreement and terminating on December 31, 2026 (the "**Stated Expiration Date**"). This Agreement shall automatically terminate prior to the Stated Expiration Date in the event the Bonds (or any Bonds issued to refund the Bonds) are no longer outstanding.

ARTICLE VIII

MISCELLANEOUS PROVISIONS

Section 8.1. Severability. If for any reason any provision of this Agreement shall be determined to be invalid or unenforceable, the validity and enforceability of the other provisions hereof shall not be affected thereby.

Section 8.2. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Missouri.

Section 8.3. Execution in Counterparts. This Agreement may be executed simultaneously in several counterparts, each of which shall be deemed to be an original and all of which shall constitute but one and the same instrument.

Section 8.4. Waiver. The City and the Company acknowledge and agree that the amounts payable hereunder shall constitute payments due the City under the Lease executed in connection with the

Bonds. The Company shall not be entitled to any extension of payment of such amounts as a result of a filing by or against the Company in any bankruptcy court.

Section 8.5. Entire Agreement. This Agreement constitutes the entire agreement and supersedes all prior agreements and understandings, both written and oral, between the City and the Company with respect to the subject matter hereof, except as may be set forth in the Indenture or the Lease.

Section 8.6. Electronic Storage of Documents. The City and the Company agree that the transaction described herein may be conducted and related documents may be received, sent or stored by electronic means.

Section 8.7. Notices. All notices, certificates or other communications required or desired to be given hereunder shall be given in the manner specified in the Indenture.

Section 8.8. Employee Verification. The Company will comply with and satisfy the requirements of Section 285.530.2, RSMo., as amended, which requires (1) any business entity receiving tax abatement to, by sworn affidavit and provision of documentation, annually affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the business entity receiving tax abatement, and (2) every such business entity to annually sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the entity receiving tax abatement. The Company shall provide such affidavits and documentation to the City Clerk on or before November 15 of each year during the term of this Agreement, beginning November 15, 2021, and also upon execution of this Agreement.

Section 8.9. Complete Agreement. The Company and the City understand that oral or unexecuted agreements or commitments to loan money, extend credit or to forbear from enforcing repayment of a debt including promises to extend or renew such debt are not enforceable. To protect the Company and the City from misunderstanding or disappointment, any agreements the Company and the City reach covering such matters are contained in this Performance Agreement and in the Lease, which are the complete and exclusive statements of the agreement between the Company and the City, except as the Company and the City may later agree in writing to modify this Performance Agreement and the Lease.

Section 8.10 Personally Identifiable Information. To the extent that the Company provides the City directly, or through its agents, any personally identifiable information relating to the Company's employees, the City will make all reasonable efforts to ensure that such information is kept strictly confidential.

[The remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in their respective corporate names, all as of the date first above written.

CITY OF SPRINGFIELD, MISSOURI

By: _____
Name: Jason Gage
Title: City Manager

[SEAL]

ATTEST:

By: _____
Name: Anita Cotter
Title: City Clerk

Approved as to Form:

By: _____
City Attorney

KRAFT HEINZ FOODS COMPANY,
a Pennsylvania limited liability company

By: _____
Name: Julie Groetsch
Title: Vice President, Tax

EXHIBIT A

ANNUAL COMPLIANCE REPORT

Date: November ____, 20__

A. COMPANY INFORMATION.

Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Contact: _____ Telephone: _____

Title: _____ Fax: _____

B. EMPLOYMENT INFORMATION.

Average Annual Number of "Jobs" at the Project
as of October 31, 20__ (the October 31st prior to this Report): _____

Attached is a copy of a report verifying the above calculation containing at a minimum the following information for each Job:

1. Employee Identification Number or other agreed upon designation.
2. Hire Date.
3. Termination Date.

C. CERTIFICATION.

The undersigned hereby represents and certifies that, to the best knowledge and belief of the undersigned, this Annual Compliance Report contains no information or data, contained herein or in the exhibits or attachments, that is false or incorrect in any material respect.

Dated this ___ day of _____, _____.

Signature: _____
Name: _____
Title: _____

One-rdg. _____
P. Hrngs. _____
Pgs. 13
Filed: 06-09-20

Sponsored by: Fisk

First Reading: _____ Second Reading: _____

COUNCIL BILL 2020- 140 SPECIAL ORDINANCE _____

AN ORDINANCE

APPROVING the Annual Maintenance Agreement for Traffic Signals for Fiscal Year 2020-2021; accepting the bid of Ewing Signal Construction, LLC, in the amount of $162,126.00; and authorizing the City Manager to enter into a contract with such bidder for the purpose of maintaining the City's traffic signal infrastructure.

_____

WHEREAS, the City annually bids for the maintenance of traffic signal infrastructure to supplement the City's maintenance responsibilities; and

WHEREAS, Ewing Signal Construction, LLC, is the lowest responsive and responsible bidder for the proposed Annual Maintenance Contract; and

WHEREAS, bids for said Contract were solicited by advertisement in *The Daily Events* from May 1, through May 5, 2020, and bids were opened on May 19, 2020.

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

Section 1 – City Council hereby approves and accepts the bid of Ewing Signal Construction, LLC, at the price and sum of $162,126.00, except as said sum may be lawfully increased or decreased by the actual quantities of work units involved.

Section 2 – The City Manager, or his designee, is hereby authorized to enter into the Annual Maintenance Agreement for Traffic Signals for Fiscal Year 2020-2021 with said bidder, in substantially similar form to the document attached hereto and incorporated herein by this reference as "Exhibit 1," or in a form approved by the City Attorney or her designee, in accordance with the terms of the bid, the plans, and the specifications.

Section 3 – All workers performing work under the contract attached hereto as "Exhibit 1," 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 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 2020-140

FILED: 06-09-20

ORIGINATING DEPARTMENT: Public Works

PURPOSE: Approving the Annual Maintenance Agreement for Traffic Signals for Fiscal Year 2020-2021; accepting the bid of Ewing Signal Construction, LLC, in the amount of $162,126; and authorizing the City Manager to enter into a contract with such bidder for the purpose of maintaining the City's traffic signal infrastructure.

BACKGROUND INFORMATION: The City annually bids this work for construction of traffic signal infrastructure including, but not limited to, removal, repair, and installation of cabinets, poles and mast arms, signal heads, detectors, etc., which supplements the Transportation Management Division's maintenance responsibilities. The Agreement ("Exhibit 1"), continues the City's practice since 1999 of securing on-call contractor support for completing timely repairs and installation of traffic signal infrastructure as needed to maintain the traffic signal system in a safe and effective manner.

Bids were solicited by advertising in *The Daily Events* from May 1 through May 5, 2020. Bids were opened May 19, 2020, at 10:30 a.m., with one bid received. The bid and Engineer's Estimate amounts are listed below:

Contractor	Bid Amount
Ewing Signal Construction, LLC	$162,126.00
Engineer's Estimate	$168,422.50

Total contract expenses will be based on unit prices for actual work orders completed on an on-call basis. The bid, if accepted, will be funded from the 1/4-cent Capital Improvement Sales Tax Traffic Signal/Traffic Calming Program and is already budgeted.

Supports the following 2020 City Council Priorities:

- Quality of Place
- Economic Vitality
- Public Safety

REMARKS: Public Works recommends acceptance of the bid of Ewing Signal Construction, LLC, as the lowest responsible bid and passage of this Ordinance.

Submitted by:

Kirk Juranas, Assistant Director of Public Works

Recommended by:

Dan Smith, Director of Public Works

Approved by:

Jason Gage, City Manager

Exhibit 1

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	**NAME: EWING SIGNAL CONSTRUCTION, LLC**
840 BOONVILLE, P.O. BOX 8368	**ADDRESS: 1730 N. GREGORY**
SPRINGFIELD, MO 65802	**NIXA, MO 65714**
PHONE: (417) 864-1167 FAX: (417) 864-1176	**PHONE: (417) 724-9405**
ATTN: TOM DANCEY, P.E., PTOE	**FAX: (417) 724-9929**
DEPT.: PUBLIC WORKS-TRANSPORTATION MANAGEMENT	**ATTN: DAVID EWING**

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:

Annual Maintenance Contract for Traffic Signals FY 2021

WHEREAS, the City of Springfield desires to engage the Contractor to construct certain improvements to City property hereinafter described in Invitation For Bid #2713 which Invitation For Bid is attached hereto and incorporated herein as Exhibit A; and

WHEREAS, the Contractor submitted a bid dated May 19, 2020 which bid is attached hereto and incorporated herein as Exhibit B; and

WHEREAS, the Contractor has become the lowest and best Bidder for furnishing the supervision, labor, tools, equipment, materials and supplies and for constructing the City improvements listed in the Notice of Award which Notice of Award is attached hereto and incorporated herein as Exhibit C.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and the mutual benefits to be derived here from, it is hereby agreed and understood by and between the parties hereto as follows:

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, and to achieve Substantial Completion within the time schedule established in "Attachment A" in the form of Proposal from the date Contractor is ordered to proceed, which order shall be issued by the Director of Public Works within 30 days after the date of this contract. This contract will remain in effect through June 30, 2021.

2. Prevailing Wages. All labor utilized in the construction of the aforementioned improvements shall be paid 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. 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 underpaid worker employed, for each calendar day, or portion thereof such worker is paid less than the said stipulated rates for any work done under this contract.

3. Terms and Conditions: The City of Springfield, Missouri Standard General Conditions for Building Projects, as revised April 2009, with Supplementary Conditions, contained in the Contract Documents per item 18 below.

4. Sales Tax Exemption: The contract price does not include and the City shall not pay any sales or use taxes on the materials used in the project. Pursuant to the provisions of RSMo Section 144.062, the City will provide the Contractor with a Project Exemption Certificate and a Missouri Tax Exemption letter from the City of Springfield to use in purchasing materials on a tax-free basis. It will be the Contractor's responsibility to provide the documentation to any subcontractor. These documents will be used solely for purchase of materials being directly incorporated into or consumed in the construction of the work under this contract.

5. Payment Shall Not Exceed: The City hereby agrees to pay the Contractor for the work done pursuant to this contract according to the payment schedule set forth in the contract Documents upon acceptance of said work by the City and in accordance with the rates and/or amounts stated in the proposal of Contractor dated May 19, 2020, which by reference made a part hereof. 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 One Hundred Sixty-Two Thousand One Hundred Twenty-Six and no/100 Dollars ($162,126.00) 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.

6. 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, insurance of such types and in such amounts as may be necessary to protect it and the interests of the City of Springfield 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. 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

Such policies shall name the City as an additional insured, with limits of liability not less than the sovereign immunity limits for Missouri public entities calculated by the Missouri Department of Insurance as of January 1 each calendar year and published annually in the Missouri Register pursuant to Section 537.610, RSMo.
(See, http://insurance.mo.gov/industry/sovimmunity.php)

As of January 1, 2020, 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 Two Million Nine Hundred Five Thousand Six Hundred Sixty-four Dollars and no/100 Dollars ($2,905,664.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Thirty-five Thousand Eight Hundred Forty-nine and no/100 Dollars ($435,849.00) with respect to injuries and/or death of any one person in a single occurrence and an amount not less than at least $1,000,000 for all claims to property arising out of a single occurrence and at least $100,000 to any one owner with respect to damages to property. 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 Two Million Nine Hundred Five Thousand Six Hundred Sixty-four Dollars and no/100 Dollars ($2,905,664.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Thirty-five Thousand Eight Hundred Forty-nine and no/100 Dollars ($435,849.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

d. 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.

e. Subcontracts. In case any or all of this work is sublet, the Contractor shall require the subcontractor to procure and maintain all insurance required 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 through insurance against applicable hazards or risks and shall, upon request of the City, provide evidence of such insurance.

f. 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.

g. 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.

7. Performance, Labor, and Materials Payment Bond: The Contractor shall furnish a Performance Bond and a Labor and Materials Payment Bond with surety approved by the City and on the forms approved by the City, each bond shall be in the amount of $162,126.00 (full amount of contract) conditioned upon the full and faithful performance of all major terms and conditions of this contract and payment of all labor and material suppliers. It is further mutually agreed between the parties hereto that if at any time after the execution of this agreement and the surety bond(s) hereto attached for its faithful performance and payment of labor and material suppliers, the City shall deem the surety or sureties upon such bond(s) to be unsatisfactory, or if, for any reason, such bond(s) ceases to be adequate to cover the performance of the work, the Contractor shall, at its expense, within five (5) days after the receipt of notice from the City to do so, furnish an additional bond or bonds, in such form and amount, and with such surety or sureties as shall be satisfactory to the City. In such event no further payment to the Contractor shall be deemed to be due under this contract until such new or additional security for the faithful performance of the work and the payment of labor and material suppliers shall be furnished in a manner and form satisfactory to the City. The corporate surety on any performance or payment bond must be licensed by the State of Missouri and if the required bond exceeds $25,000.00 must be listed in United States Treasury Circular 570.

8. 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.

9. 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.

10. Liquidated Damages. **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 **Two Hundred Dollars ($200) per day** for each and every calendar day, or **One Hundred Dollars ($100) per hour** in the case of Emergency Call Out, 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.

11. Termination. 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.

12. City's Right to Proceed. In the event this contract is terminated pursuant to Paragraph 11, 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.

13. Termination for Convenience of City. The City shall have the right at anytime 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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. 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.

19. Contract Documents. The contract documents shall consist of the following:

- **a.** This Contract with Exhibits
- **b.** All Change Orders
- **c.** Notice to Proceed
- **d.** Addenda to the Bid Documents
- **e.** General Instructions to Bidders and Special Instructions to Bidders
- **f.** Special Provisions & Supplementary Conditions
- **g.** City of Springfield Standard General Conditions and Technical Specifications for Public Works Construction (07-01-13 Revised Edition) and General Conditions for Building Projects
- **h.** Bid Documents (Plans and Specifications)
- **i.** Proposal (including subcontractor list, anti-collusion affidavit, and all other required attachments)
- **j.** Statement of Bidder's Qualifications
- **k.** Acknowledgment
- **l.** Performance Bond
- **m.** Payment and Material Bond
- **n.** Instructions to Bidders
- **o.** Notice to Contractors

Notice to Contractors: 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.

20. 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.

21. 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 R.S.Mo. Section 105.450 et seq. shall not be violated.

22. 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.

23. 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.

24. 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 R.S.Mo.

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.

25. 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.

26. 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.

27. 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. 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.

28. 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.

29. 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.

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

31. 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.

32. 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.

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

CERTIFICATE OF DIRECTOR OF FINANCE

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

_____
Director of Finance or Acting Director

APPROVED AS TO FORM

_____
City Attorney or Assistant City Attorney

_____
Director of Public Works or Acting Director

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

Attachment “A”

A. Time allowed for signal maintenance items under this contract shall be computed in the following manner:

   When the Engineer determines that a condition exists for work within the scope of this contract, the Engineer shall notify the Contractor in writing of such condition. Said Notice to Proceed may be delivered in person to the Contractor or through the mails. Each item, or group of items, shall be assigned a particular number of calendar days for completion. Days shall begin on the date designated in the Notice to Proceed. The Engineer shall determine the number of days necessary to complete work not specifically addressed in this exhibit, or in combination with items listed below, with the Engineer’s decision being final.

B. “DAY” is herein defined to be any weekday, Monday through Friday.

C. Liquidated damages, if necessary, shall be computed as designated in Special Provision No. 5.

COMPETION DAYS FOR SIGNAL MAINTENANCE

REMOVALS

Items 1 – 6, Pull Boxes	5 Days
Items 7 – 13, Bases (includes installation of new base)	7 Days
Items 14 – 16, Concrete Work	Incidental in combination with other work
Items 17 – 18	To be determined by the ENGINEER

INSTALLATION

Item 1, Concrete for Bases	7 Days
Items 2 – 4, Pull Boxes	5 Days
Items 5 – 14, Conduit	To be determined by the ENGINEER
Items 15 – 18, Power	To be determined by the ENGINEER
Item 19, Battery Backup System	Mutually agreed upon by the CONTRACTOR and ENGINEER

Items 20 – 21,	1-6 Loops	5 Days
	7-12 Loops	12 Days
	13 or more loops	5 additional days for each group of six loops
Items 22 – 33, Cable		To be determined by the ENGINEER
Items 34 – 36, Concrete Work		Incidental in combination with other work
Item 37, Install CU Provided Materials		Incidental in combination with other work
Item 38, Supply / Install Other Specified Items not Listed		To be determined by the ENGINEER
Item 39, Emergency Call-Out Response		Mutually agreed upon by the CONTRACTOR and ENGINEER
All other Items		To be determined by the ENGINEER

One-rdg. _____
P. Hrngs. _____
Pgs. 24
Filed: 06-09-20

Sponsored by: Hosmer

First Reading: _____ Second Reading: _____

COUNCIL BILL 2020- 141 GENERAL ORDINANCE _____

AN ORDINANCE

AMENDING the Springfield City Code, Chapter 94, 'Solid Waste Regulations,' to add a requirement that residential trash containers shall not be placed at the curb for more than 24 hours and to update several references and other housekeeping items.

WHEREAS, Chapter 94 of the Springfield City Code relates to Solid Waste and includes the rules, regulations, and standards for management of Solid Waste in Springfield; and

WHEREAS, management of solid waste is an essential governmental function and is governed by the City's voter-approved Integrated Solid Waste Management System ("ISWMS"); and

WHEREAS, many sections of Chapter 94 have not been updated for several decades and contain references that no longer apply and/or concepts that are no longer relevant; and

WHEREAS, other housekeeping revisions to Chapter 94 are needed to provide clarity; and

WHEREAS, residential trash containers that are left at the curb for extended periods of time can have a negative impact on the aesthetics of a neighborhood and help contribute to litter.

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

Section 1 – The Springfield City Code Chapter 94, 'Solid Waste,' is hereby amended as follows:

NOTE: Language to be added is underlined. Language to be deleted is ~~stricken.~~

ARTICLE I. - IN GENERAL

Sec. 94-1. - Definitions.

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

Approved solid waste means a type of solid waste that has been approved by the ~~director~~Director of ~~environmental services~~Environmental Services for disposal at the ~~city's~~City's sanitary landfill, except for unacceptable waste; provided, however, the ~~director~~Director of ~~environmental services~~Environmental Services shall designate the type of solid waste that cannot be delivered to the ~~city's~~ City's sanitary landfill in accordance with section 94-13.

Bulky rubbish means ~~nonputrescible~~non-putrescible solid wastes consisting of combustible and/or noncombustible waste materials from dwelling units and commercial, industrial, institutional or agricultural establishments which are either too large or too heavy to be safely and conveniently loaded in solid waste transportation vehicles by solid waste collectors with the equipment available therefor.

Commercial solid waste means solid waste resulting from the operation of any facility, residential or commercial, ~~industrial, institutional or agricultural establishment, and multiple housing facilities~~ when such ~~housing~~ facilities use commercial solid waste containers .

Commercial Solid Waste Container means a container (other than ~~the type of container~~ a Residential Solid Waste Container) typically used for ~~residential solid waste~~ collection and/or transportation of Commercial Solid Waste. Containers shall be constructed of durable materials and shall be free of holes or leaks. Commercial Solid Waste Containers shall have lids that are leak proof, wind resistant, and/or be able to be properly tarped while in transport for disposal.

Compostable material means organic material recovered, collected, or otherwise diverted from the non-hazardous solid waste stream, a substantial portion of which will decompose in a managed compost operation.

Compost facility means a solid waste processing facility holding all required local, state, and federal authorizations where the organic component of municipal solid waste is managed using a controlled process of microbial degradation of organic material producing a stable, nuisance-free humus-like product for purposes of beneficial reuse.

Demolition and construction waste means waste materials from the construction or destruction of residential, industrial or commercial structures.

Director ~~shall be determined based upon the context, and~~ shall be ~~either the director of the department of public health and welfare of the city or the director of environmental services~~the Director of Environmental Services, or their authorized representative.

Disposable solid waste container means disposable plastic or paper sacks, with a capacity not to exceed ~~35~~55 gallons, specifically designed for storage of solid waste.

Dwelling unit means any room or group of rooms located within a structure and forming a single habitable unit, with facilities which are used or are intended to be used for living, sleeping, cooking and eating.

Fill material means any clean, source-separated material used to fill or reclaim land.

~~*Garbage* means putrescible animal or vegetable wastes resulting from the handling, preparation, cooking, serving or consumption of food.~~

Garbage and/or putrescible waste means solid waste which contains organic matter capable of being decomposed by microorganisms so as to cause a nuisance or other offensive conditions or which is capable of providing food for vectors. These wastes include, but are not limited to, garbage, offal, dead animals, food waste, pet waste, and general household waste.

Hazardous waste means any waste or combination of wastes as determined to be hazardous by RSMo 260.350—260.430 and the rules promulgated thereunder, including but not limited to:

(1) Any waste which, by reason of its quality, concentration, composition or physical, chemical or infectious characteristics, may do either of the following: cause, or significantly contribute to, an increase in mortality or an increase in serious irreversible or incapacitating reversible illness, or pose a substantial threat or potential hazard to human health or the environment when improperly treated, stored, transported or disposed of or otherwise mismanaged;

(2) Any waste which is defined or regulated as a hazardous waste, toxic substance, or hazardous chemical substance or mixture under applicable law, as amended from time to time, including but not limited to the Resource Conservation and Recovery Act and the regulations contained in 40 CFR 260—281, the Toxic Substances Control Act (14 USC 2601 et seq.) and the regulations contained in 40 CFR 761—766, and future additional or substitute federal, state or local laws pertaining to the identification, treatment, storage or disposal of toxic substances or hazardous wastes; or

(3) Radioactive materials which are source, special nuclear or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC 3011 et seq.) and the regulations contained in 10 CFR 40.

Household hazardous waste means any waste produced by a household that contains an ingredient listed in 40 CFR 261.33(e) or 261.33(f), or exhibits characteristics of ignitability, corrosivity, reactivity (e.g., an oxidizer), toxicity or infectiousness. Empty containers retaining residues of hazardous materials also are considered hazardous waste. Household hazardous waste could include, but is not limited to, cleaners, pesticides, batteries, wood preservatives, auto and furniture polish, fertilizers, automotive products, adhesives and sealants, paints and coatings, photographic chemicals and used oil.

Multiple housing facility means a housing facility containing more than one dwelling unit under one roof.

Municipal Waste means household waste, commercial, agricultural, governmental, industrial and institutional waste which have chemical and physical characteristics similar to those of household waste.

Occupant means any person who, alone or jointly or severally with others, shall be in actual possession of any dwelling unit or of any other improved real property, either as owner or as a tenant.

Person means any individual, partnership, ~~copartnership~~co-partnership, firm, company, corporation, association, joint stock company, trust, estate, institution, city, county or other political subdivision, authority, state or federal agency or institution, or organization of any kind, or their legal representatives, agents or assigns.

Recovered materials means those materials which have been diverted or removed from the solid waste stream for sale, use, reuse or recycling, whether or not they require subsequent separation and processing.

Recycled content means the proportion of fiber or content in a product which is derived from post-consumer waste.

Recycling means the separation and reuse or remanufacture of materials which might otherwise be disposed of as solid waste.

Recycling center means any collection (not manufacturing) facility or system that accepts source-separated recyclable or comingled recyclable materials for processing and resale to markets for resource recovery.

Refuse means solid waste.

Residential solid waste means solid waste generally resulting from ~~the maintenance and operation of~~ residential dwelling units~~, excluding multiple housing~~ and

facilities which use residential solid waste containers ~~required for commercial solid waste.~~

Residential Solid Waste Container typically means a 96 gallon container (other than a Commercial Solid Waste Container) typically used for collection and/or transportation of Residential Solid Waste. Containers shall be constructed of durable materials and shall be free of holes or leaks. Residential Solid Waste Containers shall have lids that are leak proof and wind resistant.

Solid waste means unwanted or discarded waste materials in a solid or semisolid state resulting from industrial, commercial, agricultural, governmental and domestic activities, including but not limited to garbage, ashes, street refuse, rubbish, small quantities of ~~small~~ dead animals, animal and agricultural wastes, cut tires, discarded appliances, special wastes, industrial wastes, and demolition and construction wastes, but does not include overburden, rock, tailings, matte, slag or other waste material resulting from mining, milling or smelting.

~~*Solid waste container* means a receptacle used by any person to store solid waste during the interval between solid waste collections.~~

Solid waste disposal area means any area used for the disposal of solid waste from more than one residential premises, or one or more commercial, industrial, manufacturing, recreational or governmental operations.

Solid waste management system means the entire process of storage, collection, transportation, processing and disposal of solid wastes by any person engaging in such process as a business or any city, authority or county or any combination thereof.

Solid waste processing facility means an incinerator, recyclable materials processors, compost ~~plant,~~ [facility, transfer station] or any facility where solid wastes are salvaged, processed or treated~~, excluding a solid waste transfer station~~.

Solid waste transfer station means a site or facility that is licensed by the ~~city~~City and permitted by the state department of natural resources, which accepts solid waste for temporary storage, or consolidation and further transfer of solid waste to a landfill.

Special waste means any waste that, at its source of generation, has physical, chemical or biological characteristics that may require special handling or disposal considerations that are different from acceptable waste. Special waste includes but is not limited to asbestos, ash, auto bodies, shredder waste, alkaline batteries, construction and demolition debris, sewage sludge, industrial sludge, fly and bottom ash and foundry sand.

Topsoil consists of a fertile, friable soil of loamy character, free of subsoil, stumps, stones, refuse and other foreign material.

Unacceptable waste means hazardous waste, yard waste, prohibited medical waste, major appliances, explosives ordnance, highly flammable substances, toxic materials and batteries, drums and closed containers (unless washed, ends removed and crushed), liquid waste, oil and sludge, unprocessed commercial and industrial waste, including but not limited to large items of machinery and equipment from commercial or industrial sources such as hardened gears, shafts, motor vehicles or major components thereof, agricultural equipment, trailers, ~~marine vessels and steel cable,~~ hot loads, ~~cut tires,~~ other waste which the ~~director~~Director of ~~environmental services~~Environmental Services determines as unacceptable, and any other waste which the city is prohibited from receiving under applicable law.

Yard waste means grass clippings, leaves, tree trimmings, yard and garden vegetation, Christmas trees and other solid waste which is defined by state law as yard waste. This term does not include stumps, roots or shrubs with intact rootballs.

Sec. 94-2. - Applicability of chapter to disposal facilities outside city limits.

The provisions of this chapter shall apply to solid waste processing areas and solid waste processing facilities permitted, licensed, owned, operated or maintained by the ~~city~~City, whether they are inside or outside the city limits. The ~~c~~City ~~m~~Manager shall have authority to appoint a person to serve a summons for a violation of the provisions of this chapter and to establish procedures relating thereto.

Sec. 94-3. - Search and seizure warrants; injunctive relief.

(a) *Search and seizure warrants.* The judge of the municipal court, upon application of the ~~city attorney or assistant city attorney~~City Attorney, or designee, and upon a showing that there is probable cause to believe that a violation of this chapter exists and that there is probable cause to believe that evidence of such violation may be found at a specified location, may issue a search and seizure warrant. The warrant shall specify what, if anything, may be seized on the property.

(b) *Injunctive relief.* In addition to the penalties set forth in this chapter, the ~~city attorney~~City Attorney, or designee, is hereby authorized to file and obtain injunctions on behalf of the ~~city~~City against persons who are violating provisions of this chapter. If the ~~city~~City seeks injunctive relief from the circuit court for violations of this chapter, penalty provisions set forth in this chapter shall not apply. The city council finds and declares that the remedies set forth in this chapter may be inadequate to protect the public health, safety and welfare from violations which are continuous or violations that are repeated.

Sec. 94-4. - Weight limitations for vehicles using ~~city~~City disposal facilities.

Because of structural limitations upon and in order to preserve the usefulness and condition of roads, bridges and other structures within a solid waste disposal area or solid waste processing facility owned, operated or maintained by the ~~city~~City, and to

protect property and the safety of persons operating vehicles within the confines of such area or facility, the ~~director of environmental services for the city is~~Director hereby authorized to promulgate and adopt from time to time rules and regulations limiting the gross vehicle weight of vehicles as he shall find to be reasonably necessary to effectuate the needs and purposes mentioned in this section. Any person violating any such rule or regulation, after it shall have been prominently set forth by an appropriate sign where it may be readily observed by persons to be regulated thereby, shall be, upon conviction, punished in municipal court for such violation as provided by section 1-7.

Sec. 94-5. - Speed limits and traffic regulations in ~~city~~City disposal facilities.

(a) After the appropriate signs have been erected, no person shall operate any motor vehicle within any solid waste disposal area or solid waste processing facility owned, operated or maintained by the ~~city~~City at a speed in excess of ~~ten~~fifteen miles per hour; but nothing in this section shall prevent the ~~director of environmental services~~Director from adopting a lesser speed limitation under the provisions of subsection (b) of this section.

(b) The ~~director of environmental services~~Director shall have authority to promulgate and adopt, from time to time, rules and other traffic regulations (including but not limited to signals, signs, and staff directives) relating to speed limits upon and operation of motor vehicles within a solid waste disposal area or a solid waste processing facility owned, operated or maintained by the ~~city~~City whenever he shall find such rules and regulations are reasonably necessary to preserve property or to protect persons from unreasonable risk or harm. Any person violating any such rule or regulation, after signs giving notice thereof shall have been erected where they may be readily observed by persons regulated thereby, shall be, upon conviction, punished in municipal court as provided by section 1-7.

Sec. 94-6. - Covering or securing of loads on vehicles.

All motor vehicles, and every trailer and semitrailer, carrying any waste as defined by this article shall comply with section 106-29.

Sec. 94-7. - License required for haulers and collectors; application; standards for issuance.

(a) *License required.* In addition to any and all other licenses and permits required by the ~~city~~City, no person shall engage in the business of hauling or collecting solid waste to or from residential, commercial or industrial establishments or any solid waste disposal area or solid waste processing facility in the ~~city~~City ~~or owned by the city~~unless such person shall first have secured a license for the hauling or collecting of solid waste or for the operation of a solid waste disposal area or a solid waste processing facility from the ~~director of public health and welfare~~Director under the provisions of this article. The license issued under this article shall be

issued on an annual basis.

(b) *Application for license.* Any person desiring to haul solid waste shall make application therefor to the~~director of public health and welfare of the city, upon~~ Director upon forms to be provided by ~~him~~the Director, setting forth such information as the ~~director of public health and welfare~~Director may find reasonably necessary to determine compliance with this article.

(c) *Issuance; term.* No license to haul or collect solid waste shall be issued to any applicant unless, upon reasonable investigation of the facts contained in the application, the ~~director of public health and welfare~~Director finds that the applicant has or will comply with conditions set forth in subsections (c)(1) through (7) of this section and the ~~director of environmental services has certified to the director of public health and welfare that he has determined~~Director, or designee, has certified that the applicant can or will comply with conditions set forth in subsections (c)(8) through (18) of this section.

(1) The vehicles proposed to be used by the applicant to haul or collect solid waste shall bear a current state safety check certificate if applicable according to state laws.

(2) Such vehicles shall be otherwise in good repair and when operated under normal conditions shall not emit unreasonably loud or disturbing noises.

(3) Such vehicles shall be clean and sanitary and so constructed as to reasonably prevent spillage of the load therefrom. The exterior body of such vehicles shall be washed free of grime, dirt, and residue on a regular basis.

(4) Such vehicles shall be constructed with watertight bodies and with covers which are an integral part of the vehicle, or, in the alternative, with a separate cover of suitable material with fasteners designed to secure all sides of the cover to the vehicle, or, in the alternative, the entire body of the vehicle shall be enclosed with only loading hoppers exposed to prevent the escape of loose material or effluvia.

(5) The portion of the vehicle in which the solid waste will be contained shall be constructed of metal or other nonporous material that is free of cracks or breaks and capable of being readily cleaned and kept sanitary.

(6) The person to be licensed shall not conduct the business or any part thereof on property that is zoned residential as defined by article I of the land development code, and except for the collection of solid waste there will be no transportation of solid waste that has been collected to the solid waste hauler's residence. There shall be no overnight storage of vehicles used for collection of solid waste except in an area that is properly zoned.

(7) The applicant shall comply with the provisions of section 74-381 pertaining to the conduct of nuisances by certain businesses.

(8) If the applicant is providing residential waste collection services the applicant shall presently provide and shall continue to provide a voluntary curbside recycling service to its customers which permits the collection of at least the following materials from each customer: tin cans, aluminum cans, mixed paper and newspapers, cardboard, clear plastic high density polyethylene (HDPE) milk containers, clear and green plastic polyethylene terephthalate (PETE) drink containers and glass containers. If the curbside service is a comingled or single stream recycling service, the applicant shall not include glass containers in this service. The applicant may (at their discretion) offer curbside glass collection as a stand-alone service separate from comingled service. The service available shall be provided at a frequency of not less than twice per month and on the same day of the week each time. Items collected by the trash hauler pursuant to this service may not be taken to the ~~c~~City's sanitary landfill or placed in any container provided by the ~~c~~City for the deposit of recyclable materials for residential home users unless the recyclable materials are determined to be contaminated or the ~~director of environmental services~~Director otherwise authorizes the disposal of the materials in writing. Disposal shall be in accordance with state and federal law and all applicable ordinances.

(9) The applicant shall deliver only approved solid waste to the ~~city's~~City's sanitary landfill and shall not deliver any unacceptable waste to such area or facility.

(10) The applicant shall agree to, at least annually, provide each of its customers with a listing, provided by the ~~city~~City, of what constitutes unacceptable waste, and such other waste reduction, recycling and disposal information as the ~~city~~City shall deem appropriate. The ~~city~~City shall provide each hauler with written information which the hauler can use to inform customers.

(11) The applicant shall include a condition in every waste hauling/disposal agreement, whether written or oral, that unacceptable waste shall not be included with approved waste for delivery to any ~~city~~City solid waste disposal area or facility.

(12) The applicant shall agree to assist the ~~city~~City or other legally constituted regulatory or enforcement agencies in efforts to identify the origin of unacceptable waste delivered to any ~~city~~City solid waste disposal area or facility.

(13) In addition to an annual inspection, if the ~~city~~City has reason to believe a vehicle is in violation of a provision of this article, the ~~city~~City may, at any time, inspect the vehicle and solid waste contained therein.

(14) The applicant shall agree that every employee will acknowledge in writing that the employee will not knowingly deliver unacceptable waste to any solid waste disposal area or solid waste disposal facility owned or operated by the ~~city~~City.

(15) ~~The applicant shall agree, as a condition of maintaining its license, to require each waste handling and/or transporting employee attend a waste training program approved by the city for no less than two hours' duration held not less than two times per year.~~

(16) The applicant shall agree to maintain all vehicles entering ~~city~~City facilities or areas in a manner that allows the vehicle be operated in a safe manner and minimizes noise, odor, litter, debris or liquid spillage and the ~~city~~City shall have the right to refuse entry to any vehicle that is not, in the reasonable judgment of the ~~city~~City maintained and/or operated in a manner that minimizes noise, odor, litter, debris or liquid spillage.

(17) The applicant shall agree to instruct each of its drivers to remain at the facility, if directed to do so by a ~~city~~City representative, until directed to leave, and to obey the directions and instructions of ~~city~~City representatives while at a ~~city~~City solid waste disposal area or facility, provided such directions or instructions are reasonable.

(18) No such license shall be issued unless the applicant therefor, in addition to all other requirements set forth, shall file and maintain with the city evidence of satisfactory liability insurance policies covering all operations of such applicant pertaining to such business and all vehicles to be operated in the conduct thereof. All applicants and their contractors shall be required to furnish the ~~city~~City certification of insurance covering public liability, auto liability and workers' compensation. The minimum limit of insurance for public liability shall be $100,000.00 for each occurrence with a $300,000.00 aggregate. Auto liability coverage shall provide for a minimum of $100,000.00 for bodily injury per person with $300,000.00 for bodily injury per accident, and $50,000.00 for property damage. The minimum limits for workers' compensation shall be statutory, whatever is required by law. Should any policy be canceled, the ~~city~~City shall be notified of such cancellation by the insurance carrier in writing not less than ten days prior to the effective date of cancellation, which date shall be incorporated in such policy. Cancellation provisions shall be incorporated in such policy which shall also place upon the company writing the policy the duty to give such notice.

(d) Any licensed business under this chapter~~that is designated as a core customer in a put or pay agreement between the city and a solid waste transfer station, a copy of which is on file with the city clerk,~~ may be required by the ~~director~~Director to provide information concerning the amount and the date ~~when the~~of any solid waste ~~was~~ delivered to a solid waste transfer station or a disposal facility on a form

established by the ~~director~~Director.

Sec. 94-7.1. - License required for solid waste transfer station.

(a) License required. In addition to all other licenses and permits required by the ~~city~~City, no person shall engage in the business of operating a solid waste transfer station within the ~~city~~City unless such person shall first secure a license from the ~~director of environmental services (director)~~Director or his or her designee under the provisions of this section.

(b) Application for license. An application to operate a solid waste transfer station shall be made to the ~~director~~Director upon forms provided by the ~~director~~Director, setting forth such information as the ~~director~~Director may find reasonably necessary to determine compliance with this article.

(c) An applicant shall be entitled to a license to operate a solid waste transfer station upon the ~~director~~Director determining that:

(1) The solid waste transfer station ~~was lawfully in operation at the time~~has secured all appropriate environmental permits, and copies of these permits have been submitted to the Director with the license ~~is issued and six months prior to the effective date of this section~~application, or

(2) The area where the solid waste transfer station is located complies with the zoning ordinance of the ~~city~~City, and the applicant has agreed to enter into ~~an~~a waste disposal agreement with the ~~city on the same terms and conditions as set forth in existing put or pay agreements between the city and operators of licensed transfer stations~~City for the delivery of solid waste to the ~~city~~City landfill, ~~which agreements are on file with the city clerk, and to share proportionally in the delivery of solid waste with each company that has an agreement with the city for the delivery of solid waste to the city landfill, or the city council,~~ and the Director has found that the new transfer station is otherwise consistent with the ISWMS plan of the city.

~~(d) In the event there are no agreements with any transfer station on file with the city clerk for the delivery of solid waste to the city landfill, or such agreements have expired or have been terminated, provisions of this section shall not apply.~~

Sec. 94-8. - Identification on vehicles of haulers and collectors.

No licensee under this article shall use any vehicle to collect or haul solid waste unless the vehicle shall have prominently displayed thereon, in a size and location to be determined by the ~~director of public health and welfare~~Director, the name~~and~~, address and phone number of the business as licensed by the ~~city~~City, the tare weight of the vehicle, and a current license or other identifying sticker or tag which shall be issued by

the ~~director of public health and welfare~~Director upon a finding that the vehicle is in compliance with this article.

Sec. 94-9. - Duties of haulers and collectors.

No person hauling or collecting solid waste shall:

(1) Transport solid waste in a vehicle which does not meet the requirements for vehicles set forth in section 94-7(c).

(2) Allow spillage or leakage of liquids from vehicle or otherwise release of solid waste.

(~~2~~3) Transport solid waste in a vehicle having a separate cover unless the cover shall at such times be secured on all sides.

(~~3~~4) Transport solid waste in the loading hopper of any vehicle.

(~~4~~5) Conduct a solid waste business or any part thereof on property that is zoned residential as defined by article I of the land development code, except for the removal of solid waste. Transportation of solid waste that has been collected in the business to the solid waste hauler's or collector's place of residence is prohibited.

(~~5~~6) Park a vehicle containing solid waste on any street or alley except temporarily for the purpose of collecting solid waste.

(~~6~~7) Violate any condition upon which the license is issued as set forth in section 94-7(c).

Sec. 94-10. - Suspension or revocation of hauler's or collector's license; authority to order vehicles out of service.

In addition to the penalties set forth in section 1-7, whenever the ~~director of public health and welfare~~Director, after a reasonable notice and hearing, shall find that any licensee under this article has violated any of the terms or conditions of this article, he may suspend the license for a period not to exceed six months. If the licensee shall have repeatedly suffered suspension under the terms of this article, the ~~director of public health and welfare~~ Director shall have the power to revoke the license and the licensee shall not thereafter be qualified or eligible to hold such a license in the ~~city~~City for a period of two years from the revocation thereof. Nothing in this section shall prohibit prosecution in the municipal court of the ~~city~~City for violation of any of the terms of this article, and proceedings under this section and in the municipal court may proceed simultaneously. The ~~director~~Director shall not suspend a person for the first violation of this chapter unless the violation is willful. Whenever the ~~director of public health and welfare~~Director or his designee has determined that a vehicle has been operated in violation of this chapter, he may order the vehicle out of service. If the ~~director~~Director determines there is an immediate threat to the public health and safety,

the ~~director~~Director may order that the vehicle shall not be used until a hearing is held under the provisions of this chapter or until the violation has been corrected. It shall be unlawful to use the vehicle in violation of the ~~director's~~Director's order, and any such use of the vehicle shall be an additional violation. Any vehicle that is ordered out of service shall be subject to the conditions set forth in the order and shall be secured during such time as directed by the ~~director of public health and welfare.~~Director.

~~Sec. 94-11. - Filing of rates by haulers and collectors.~~

~~Every licensee under this article shall file and maintain with the director of public health and welfare a current listing of the prevailing charges established by the licensee for the various services usually offered by the licensee~~

Sec. 94-12. - ~~Licensing~~Permitting of out-of-city haulers and collectors dumping at city disposal facilities.

Any person engaged in the business of hauling or collecting solid waste outside the ~~city~~City for residential, commercial or industrial establishments not required to be licensed under section 94-7(a) but proposing or desiring to dispose of solid waste in a solid waste disposal area or processing facility operated by the ~~city~~City shall obtain a ~~license from the city, shall meet and comply with all of the provisions of sections 94-7 through 94-9 and shall pay to the city as a fee for the cost of such license inspection and procedures $50.00 per vehicle so licensed and inspected, and any person required to be licensed under this section disposing of or attempting to dispose of waste at such solid waste disposal area or facility without such license shall be guilty of a misdemeanor and shall be punished as provided by section 1-7. A person licensed~~permit from the City on forms provided by the Director. A person permitted under this section shall be required to comply with all solid waste disposal and collection laws of the local governmental agency having jurisdiction over the area where the solid waste was collected. A person permitted under this section shall comply with all rules and regulations imposed by the City and the Director or the person may be subject to refusal of service and/or other penalties established by the City Charter and the City Code.

Sec. 94-13. - Authority to restrict or reject waste delivered to city disposal facilities.

~~The director of environmental services~~The Director or Director’s designee shall have the authority to designate the type of solid waste that cannot be delivered to the ~~c~~City's sanitary landfill; provided that, except for emergencies, such designations shall not be effective until they are filed with the ~~city clerk. The director of environmental services~~City Clerk. The Director or his designee may reject solid waste brought for disposal to the ~~c~~City's sanitary landfill when, in the opinion of the ~~director~~Director or his designee, such material cannot be handled efficiently, effectively or economically. The ~~director~~Director may, if necessary, contract for the use of another solid waste disposal area.

Secs. 94-14—94-39. - Reserved.

ARTICLE II. - DISPOSAL AREAS

Sec. 94-40. - Legislative intent.

The storage of materials in violation of this article is hereby declared to be a nuisance due to the potential for fire, health and environmental hazards. The city council hereby finds that the outside storage of certain types of materials and the accumulation of these materials can pose the following environmental hazards: (1) Used shingles, rubber tires and other similar materials can, if ignited, create dangerous and toxic fumes; (2) If a recycling site or disposal area is abandoned it can create brown fields thereby blighting the property and the surrounding area; and (3) The outside storage of these materials can provide breeding grounds for mosquitoes and vermin.

Sec. 94-41. - Penalty for violation of article.

The penalties or remedies for violation of this article shall be cumulative allowing the ~~city~~City to proceed under one or more of the following provisions. Each and every day in which materials are stored in violation of this article shall be a separate violation:

(1) *Penalties.* Any person violating any of the provisions of this article, site specification conditions which are a condition of the license, or any of the rules and regulations promulgated by the ~~department of public health and welfare under~~ Department of Environmental Services under the provisions of section 94-47, shall be deemed guilty of a misdemeanor; and upon conviction thereof shall be punished as provided by section 1-7.

(2) *Injunction.* In addition to other penalties in this article, the ~~city~~City may seek injunctive relief for such violations.

(3) *Forfeiture of security for cleanup.* Upon giving the licensee notice of a violation of this article and upon the failure of the licensee to abate the violation within the time given, the ~~city~~City may forfeit the security and use the proceeds therefrom to abate the violation~~by entering the proceeds unto the property~~, provided the licensee shall be entitled to any funds from the security which are not used to pay for the cost of abatement.

(4) *Abatement of nuisance.* In addition to proceeding against the security to abate a violation, the ~~city~~City may institute abatement proceedings pursuant to chapter 74.

(5) *Civil penalties.* Any person who continues to violate the provisions of this article after notice of the violation and failure to correct the violation within the time specified in the notice shall be subject to a civil penalty in the amount of up to $1,000.00 per day for each and every day that the violation continues

thereafter which penalty may be imposed by the municipal court as part of prosecution or by a hearing officer as part of an administrative proceeding to abate a violation of this article.

Sec. 94-42. - Unlawful to operate without license.

No person, without first securing a license from the ~~city~~City, shall operate, use or set aside any area as a disposal area for the disposal of solid waste or fill material except as the ordinances of this ~~city~~City may allow such things accumulating from the occupancy of a residential property to be disposed of thereon by the occupant thereof, or operate, use or set aside any outside area in excess of one-quarter acre to store or deposit used rubber tires, shingles or other similar petroleum product materials that are combustible, which area is hereafter referred to as a recycling area. Provisions of this section shall not apply to the filling of land if the fill material is topsoil and the topsoil is placed on the land so that weeds, brush and rank vegetation in excess of 12 inches in height can be mowed with normal and customary mechanical equipment used on large tracts of land.

Sec. 94-43. - Application for license to operate disposal area or recycling area—Generally.

Any person desiring to operate an area for which a license is required by section 94-42 shall make application for a license to do so to the ~~director~~Director of ~~finance~~Finance on forms ~~to be~~ prepared by the Director of Finance or designee~~him~~. The application shall contain the name and address of the applicant, the location of the proposed area and such other information as may be required by the ~~department~~Department of ~~finance~~Finance or the ~~department~~Department of ~~public health and welfare~~Environmental Services. Each application shall be accompanied by an application fee of $200.00 plus a yearly license fee as provided in section 70-84(72.5).

Sec. 94-44. - Same—Processing, bond required.

(a) *License to operate.* Upon receipt of an application for a license to operate such area, the ~~director~~Director of ~~finance~~Finance shall notify the ~~department~~Department of ~~public health and welfare~~Environmental Services which shall inspect the proposed site and determine if the proposed operation can be conducted in a sanitary and safe manner and in compliance with rules and regulations adopted by the ~~department~~Department of ~~public health and welfare~~ Environmental Services, ordinances of the ~~city~~City and any site specific conditions which the ~~director~~Director of Environmental Services determines are necessary for the safe and sanitary operation of the area.

(b) *Disposal area.* If the ~~department~~Department of ~~public health and welfare~~Environmental Services shall find that the application for the disposal area is in order, and can reasonably meet all provisions of this article, then the ~~director~~Director of ~~finance~~Finance may issue a license to the applicant to operate a disposal area upon receipt from the applicant of a letter of credit, escrow

agreement or a corporate surety bond in the sum of $5,000.00 conditioned that upon the completion or abandonment of the disposal area, it shall be restored to a sanitary, nonnuisance-forming condition and that the property will be maintained in compliance with this section. During the growing season, all disposal areas shall be maintained by leveling the fill material so that weeds, brush and rank vegetation in excess of 12 inches in height can be mowed with normal and customary mechanical equipment used on large tracts of land or in accordance with a plan approved by the ~~department of public health and welfare.~~Department of Environmental Services. Boulders and other large inorganic slabs of fill material shall be covered by soil or fill material so that the area can be mowed with normal and customary mechanical equipment used on large tracts of land. All disposal areas shall be fenced in accordance with a plan approved by the ~~director of public health and welfare~~ Director of Environmental Services so that the fill area is secure from unauthorized dumping. The plan for security shall include information required by the ~~director of public health and welfare~~of Environmental Services and shall be approved by the ~~director of public health and welfare~~Director of Environmental Services, or designee, prior to the issuance of a license.

(c) *Recycling area.* A license or a renewal for a recycling area shall not be issued unless the ~~director of public health and welfare~~Director of Environmental Services has determined that:

(1) The area and use will meet the requirements of chapter 54, all other applicable city ordinances, regulations established by the ~~public health and welfare department~~Department of Environmental Services for such areas, and specific site conditions necessary for the safe and sanitary operation of the area;

(2) The applicant has posted a bond, letter of credit, escrow agreement or other financial security in an acceptable form and amount sufficient to pay for the costs of the removal of any materials deposited or stored on the property. The ~~city attorney~~City Attorney, or designee, shall have the authority to determine if the form of the security is acceptable. The ~~director~~Director of ~~environmental services~~Environmental Services shall determine on an annual basis when the license is issued or renewed, the costs to remove the material from the site based upon the acreage licensed and the maximum height the area can be filled, which costs shall be the amount of the required security;

(3) The licensee is actively engaged or will be actively engaged in the recycling of the materials stored in the licensed area and has made reasonable progress toward the recycling of such materials by meeting standards established by the ~~solid waste~~Solid Waste division of ~~city~~City for the disposal of materials stored for recycling, which standards shall be included in the conditions of the license;

(4) The owner of the property and all persons having an interest in the property shall give consent to use the property for this purpose and grant to the

~~city~~City an irrevocable easement to enter the property for the purpose of inspecting the property under reasonable circumstances; to remove from the property any material stored thereon which has not been recycled; to correct any violation of this article; to abate any nuisance created by the use of the property; and

(5) The licensed area is located within 500 feet of a ~~city~~City fire hydrant.

Upon the deposit of the security with the ~~city~~City and a determination by the ~~director of public health and welfare~~Director that the site and the proposed operation can meet all Code provisions, applicable regulations and specific conditions established for the site, a license may be issued on the condition that the licensee complies at all times with the requirements of this article and any site specific conditions which are part of the license. It shall be unlawful for the licensee or any other person to store materials or operate the area in violation of this article or any condition included in the license.

Sec. 94-45. - Term of license; renewal.

All licenses issued shall be on a calendar year and shall be renewed thereafter annually only upon the receipt of required documentation, inspection, and payment of a fee as provided in section 70-84(72.5), provided the finance department may prorate the license fee for any license that is issued for part of a year.

Sec. 94-46. - Revocation of license.

The ~~city manager~~City Manager or his designee may revoke a license to operate a disposal or recycling area, after reasonable notice and hearing, if he shall find that the disposal or the recycling area is not being operated in a sanitary or safe manner as required by this article, or is in violation of the rules and regulations promulgated by the ~~department of public health and welfare~~Department of Environmental Services or any site specific conditions authorized under the provisions of section 94-47.

Sec. 94-47. - Department of ~~public health and welfare~~Environmental Services to prepare rules and regulations, inspect disposal and recycling areas, establish site specific conditions, enforce article.

(a) The ~~department~~Department of ~~public health and welfare~~Environmental Services shall prepare rules and regulations containing reasonable sanitary and safety standards for the operation of licensed disposal areas and recycling areas. The ~~department~~Department of ~~public health and welfare~~Environmental Services shall inspect all licensed areas as often as it deems necessary and shall enforce all provisions of this article.

(b) All rules and regulations promulgated by the ~~department~~Department of ~~public health and welfare~~ Environmental Services shall be ~~certified~~ approved by the ~~director of the department of public health and welfare~~Director and shall take force

and effect five days after the rules and regulations shall be filed in the office of the City Clerk~~city clerk~~.

(c) The ~~director of public health and welfare~~Director shall have the authority to require site specific conditions for the area to be licensed which are necessary to protect the public health, safety and environment, and that these requirements be met as a condition of the granting of the license or its renewal.

Sec. 94-48. - Disposal of unacceptable waste.

(a) *Unlawful to dump unacceptable waste in disposal areas.* No person shall dump or dispose of unacceptable waste or permit such waste to be dumped or disposed of in any area or facility licensed under the provisions of this article or the ~~city~~City sanitary landfill. It shall be unlawful for any person, including a generator or transporter of solid waste to place unacceptable waste with other solid waste for disposal at the ~~city~~City sanitary landfill.

~~(b) *Time to secure license.* Any person who is using or operating a recycling area at the time this article is passed shall apply within 15 days after passage of this article and secure a license for the area within 45 days after passage of this article. It shall be unlawful for any person who is operating or using a recycling area at the time of the passage of this article to continue to operate or use the area unless the person has applied for a license to use or operate the area within 15 days after the passage of this article. Any person who is using or operating a recycling area who has applied for such license within 15 days after the passage of this article shall not continue to use or operate such area unless a license has been issued within 45 days after the passage of this article. Any person who is using or operating a recycling area at the time of the passage of this article who does not secure a license for the operation or use of the area shall remove all of the used shingles, rubber tires or other materials within six months after the passage of this article provided the city manager may extend the time for removal of materials by an additional 18 months to persons who are making a good faith effort to remove the materials.~~

Secs. 94-49—94-70. - Reserved.

ARTICLE III. - STORAGE AND DISPOSAL

Sec. 94-71. - Penalty; additional remedies.

Any person violating any of the provisions of this article or any of the rules or regulations promulgated by the ~~department~~Department of ~~public health and welfare~~Environmental Services of the ~~city~~City under the provisions of section 94-47 shall be guilty of a misdemeanor, and upon conviction thereof shall be punished as provided by section 1-7. In addition to such penalty, the ~~city~~City may, through its law department, seek mandatory injunctive relief to enjoin persons who violate the

provisions of this article. Violations of this article are hereby declared by the ~~city council~~City Council to be public nuisances. Failure of a person to comply with provisions of this article in the disposal of solid waste also shall constitute cause for the ~~city~~City to suspend or revoke the business license. Revocation or suspension of a business license shall be in accordance with the procedures set forth in section 94-46.

Sec. 94-72. - Storage generally; containers.

(a) The occupant of every dwelling unit and of every institutional, commercial or business, industrial or agricultural establishment producing solid waste within the corporate limits of the ~~city~~City shall provide sufficient and adequate containers for the storage of all solid waste, except bulky rubbish, yard waste, and demolition and construction waste, to serve each such dwelling unit and/or establishment, and shall maintain such solid waste containers at all times in good repair.

(b) The occupant of every dwelling unit and of every institutional, commercial, industrial, agricultural or business establishment shall place all solid waste to be collected in proper solid waste containers, except as otherwise provided in this chapter, and shall maintain such solid waste containers and the area surrounding them in a clean, neat and sanitary condition at all times.

(c) Residential solid waste shall be stored in containers of not more than ~~35~~96 gallons. Containers shall be leakproof, waterproof and fitted with a flytight lid and shall be properly covered at all times except when depositing waste therein or removing the contents thereof. The containers shall have handles, bails or other suitable lifting devices or features. Containers shall be of a type originally manufactured for residential solid waste, with tapered sides for easy emptying. They shall be of light weight and sturdy construction. The weight of any individual container and contents to be manually lifted shall not exceed ~~60~~150 pounds. Galvanized metal containers, or rubber, fiberglass or plastic containers which do not become brittle in cold weather, may be used. Disposable solid waste containers with suitable frames or containers also may be used for storage of residential solid waste, provided such containers are kept, used, and maintained in such a way that they do not become ruptured, punctured or torn, or the contents contained therein exposed to the air. ~~Residential~~ Solid waste containers shall not be stored on sidewalks, public streets, or in public right(s) of way except for the 24 hour period when the container is to be placed for collection a minimum of once every 14 days in accordance with Chapter 38 Section 308.2.1. An occupant shall not place or store solid waste containers on the property of another person or establishment.

(d) Commercial solid waste containers shall protect the contents from the weather, shall prevent scattering, shall provide for complete enclosure of the contents, shall exclude rodents and other animals, shall reasonably prevent access to the contents by flies, mosquitoes and other vectors which are considered to be of public health concern, and shall be covered at all times except when depositing

waste therein or removing the contents thereof. If the container is required to be picked up by hand for purposes of unloading the contents of the container, then the container shall comply with the requirements for residential solid waste containers set forth in subsection (c) of this section.

(e) Nothing in this section shall be construed to prohibit composting of materials generated onsite so long as it does not create a public nuisance as defined in section 74-382(2).

(f) Notwithstanding the provisions of subsection (c) of this section, residential solid waste may be stored in containers exceeding ~~35~~96 gallons in capacity and ~~60~~150 pounds in weight when such containers are designed, constructed, used and maintained so that they are mechanically emptied. Such containers shall comply with all other provisions of subsection (c) of this section.

(g) Plastic bags may be used to store solid waste temporarily for collection, provided the plastic bag is not ripped, does not leak and is sealed to prevent the contents from being dispersed. Such bags shall not be ~~placed at~~stored on sidewalks, public streets, or in public right(s) of way except for the ~~curb earlier than~~24 hour period when the ~~evening preceding container~~ plastic bag is to be placed for collection ~~and shall be removed within 24 hours after being placed at the curb.~~ a minimum of once every 14 days in accordance with Chapter 38 Section 308.2.1. An occupant shall not place or store such bag(s) on the property of another person or establishment. The person placing the bag and/or the owner of the property where the contents have been generated shall be responsible for any violation of this subsection.

Sec. 94-73. - Responsibility for proper storage at rental properties and multiple housing facilities.

The owner of a rental property or multi-housing facility, as well as the occupants of such property or facility, shall be jointly and severally responsible for requiring solid waste which is generated from activities and uses of such property or facility to be stored in containers as required by section 94-72.

Sec. 94-74. - Waste to be disposed of only at authorized sites.

(a) The licensee will dispose of all solid waste collected, transported or generated from within the ~~city~~City at a site which complies with all federal, state or local laws and regulations. All persons who take out permits, under the provisions of the building code ~~BOCA National Building Code~~ as adopted by the ~~city~~ City, to demolish buildings shall be required, as a condition of their permit, to dispose of solid waste at an approved area or facility which shall be listed on their application for a demolition permit~~grant~~. All persons licensed under article I of this chapter and persons who take out permits ~~for demolition under the BOCA National Building~~

~~Code as adopted by the city~~ to demolish buildings pursuant to the City's adopted building code shall be responsible for their servants, agents and employees in the collection and shall require such servants, agents and employees to dispose of solid waste at an approved area or facility.

(b) The use of a vehicle by the licensee in the disposal of solid waste except at an approved area or facility shall constitute a violation of this article.

(c) It shall be unlawful for any person so licensed, or his agents, servants or employees, to dispose of solid waste at a location other than the location designated in the license or permit, except upon written approval of the ~~director of public health and welfare of the city.~~Director.

Sec. 94-75. - Posting of disposal sites.

An approved solid waste disposal area or facility shall be posted by the owner to designate the location as an approved area or facility, which posting shall state what type of material may be disposed of at the approved area or facility. No person shall dispose of solid waste collected, generated or transported from within the ~~city~~City except at an approved solid waste disposal area or facility that has been so designated and posted in accordance with this section. The ~~city~~City shall have the authority to post private property that is being used to dispose of solid waste, when such disposal is not in accordance with provisions of this article, by placing signs on such property that disposal of solid waste is prohibited. It shall be unlawful to remove signs posted by the ~~city~~City.

Sec. 94-76. - Disposal at unapproved site.

(a) *Unlawful disposal declared nuisance.* The city council finds that the disposal of solid waste within the city at a site that has not been approved by the ~~city~~City is a public nuisance.

(b) *Presumption of illegal disposal.* The owner or lessee of a vehicle shall be presumed to be responsible for the operation of the vehicle when it can be shown the vehicle was used in the disposal of solid waste at an area or facility that has not been approved in accordance with provisions set forth in this article for the disposal of solid waste. This presumption shall remain in the case and may be considered by the trier of fact as evidence along with all other evidence in reaching a verdict.

Section 2 – Savings Clause. Nothing in this Ordinance shall be construed to affect any suit or proceeding now pending in any court or any rights acquired or liability incurred nor any cause or causes of action occurred or existing, under any act or ordinance repealed hereby. Nor shall any right or remedy of any character be lost, impaired, or affected by this Ordinance.

Section 3 – Severability Clause. If any section, subsection, sentence, clause, or phrase of this Ordinance is for any reason held to be invalid, such decision shall not affect the validity of the remaining portions of this Ordinance. City Council hereby declares that it would have adopted the Ordinance and each section, subsection, sentence, clause, or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared invalid.

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

Passed at meeting: _____

_____
Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: _____, Assistant City Attorney

Approved for Council action: _____, City Manager

EXPLANATION TO COUNCIL BILL 2020-141

FILED: 06-09-20

ORIGINATING DEPARTMENT: Environmental Services

PURPOSE: Amending the Springfield City Code, Chapter 94, 'Solid Waste Regulations,' to add a requirement that residential trash containers shall not be placed at the curb for more than 24 hours and to update several references and other housekeeping items.

BACKGROUND INFORMATION: City Code Chapter 94 deals with Solid Waste regulations. Councilman Hosmer has requested that City Code Section 94-72 be amended to add a requirement that residential trash containers shall not be placed at the curb for more than 24 hours. In addition, many sections of Chapter 94 have not been updated for several decades and contain references that no longer apply and/or concepts that are no longer relevant.

The entire chapter has been reviewed for general housekeeping modifications and/or additions that are appropriate to clarify certain sections of the code and to address special procedural items which have been encountered since the last significant revision to the chapter. The most significant changes include:

- Definitions- Many of the definitions have been updated, deleted, or added to be reflective of current industry standards, Integrated Solid Waste Management System (ISWMS) practices and policy, and the Missouri Code of State Regulations.

- Section 94.11- This section has been removed because it was ineffective at generating an accurate or current list of hauler rate information.

- Section 94-7.(d)- This section has been updated to allow the Director of Environmental Services to request minimal waste records from businesses licensed under this chapter.

- Section 94-7.1.(c)- This section has been updated to reflect the current waste disposal agreements on file with the City.

- Section 94-72.(c)- This section has been updated to reflect the specific language requested by Councilman Hosmer which designates the 24-hour period that a residential trash container may be placed at the curb for collection and further requires that containers may not block the sidewalk. Additional changes better align Chapter 94 with recent changes to City Code Chapter 36, Article VII – International Property Maintenance Code.

REMARKS: Due to the extensive nature of the code modifications proposed by this Ordinance and the housekeeping nature of most of the changes, additional remarks are

believed to be of little material value in evaluation of the proposed modifications.

Submitted by:

Erick Roberts
Superintendent of Solid Waste
Environmental Services

Recommended by:

Errin Kemper P.E., Director
Environmental Services

Approved by:

Jason Gage, City Manager

One-rdg. X
P. Hrngs. _____
Pgs. 3
Filed: 06-23-20

Sponsored by: McClure

COUNCIL BILL 2020- 142 RESOLUTION _____

A RESOLUTION

AUTHORIZING the City Manager, or his designee, to apply for Youth Engagement, Education, and Employment Fish and Wildlife Service grant funding in the amount of $2,000,000.00, to be used to fund educational experiences in natural resource careers for young people and veterans.

WHEREAS, the City has the opportunity, through its Department of Workforce Development, to apply for $2,000,000.00 in funds allocated by the United States Department of Interior, Fish and Wildlife Service National Wildlife Refuge System ("USFWS"), for educational experiences in natural resource careers; and

WHEREAS, said grant funds will be used for young people and veterans including culturally, ethnically and economically diverse students, and underserved communities that traditionally have low participation in outdoor recreation activities through hands-on experience and mentoring at a variety of USFWS programs including but not limited to, national wildlife refuges, fish hatcheries, and ecological services office.

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

Section 1 – The City Manager, or his designee, is hereby authorized to apply for Youth Engagement, Education, and Employment Fish and Wildlife Service grant funding in the amount of $2,000,000.00, from the United States Department of Interior, for receipt and use by the City's Department of Workforce Development.

Section 2 – This Resolution shall be in effect from and after passage.

Passed at Meeting: _____

_____
Mayor

Attest: _____, City Clerk

Filed as Resolution: _____

Approved as to Form: _____, Assistant City Attorney

Approved for Council Action: _____, City Manager

EXPLANATION TO COUNCIL BILL 2020-142

FILED: 06-23-20

ORIGINATING DEPARTMENT: Workforce Development.

PURPOSE: Authorizing the City Manager, or his designee, to apply for Youth Engagement, Education, and Employment Fish and Wildlife Service grant funding in the amount of $2,000,000.00, to be used to fund educational experiences in natural resource careers for young people and veterans.

BACKGROUND INFORMATION: The funding for this grant is made available by the United States Department of the Interior, U.S. Fish and Wildlife Service National Wildlife Refuge System ("USFWS"). This funding will be used to develop introductory educational experiences in natural resource careers to young people and veterans, including culturally, ethnically and economically diverse students, and underserved communities that traditionally have low participation in outdoor recreation activities through hands-on experience and mentoring at a variety of USFWS programs including but not limited to, national wildlife refuges, fish hatcheries, and ecological services offices.

This effort will introduce participants to natural resource careers through hands-on work with, and training by, natural resource professionals employed by the USFWS and may be given the opportunity to serve both seasonal and or year-round assignments. This opportunity will additionally enhance conservation stewardship, increase outdoor recreation opportunities for all Americans, and improve the management of game species and their habitats for this generation and beyond.

Individuals, youth, and veterans will be introduced to various real-world conservation and rehabilitation activities such as invasive species management, habitat restoration, wildlife management, public education and interpretation, disaster response and mitigation, and communications, mixed with informal and formal training sessions directed by USFWS employees during assignments. In addition to enhancing and expanding the public access to lands and waters, this program will provide feedback for their future growth and participants may receive consideration for future employment with the USFWS.

REMARKS: The required components of the grant application must be submitted by the current closing date of September 15, 2020.

Submitted by:

Sally Payne,
Interim Director of Workforce Development

Approved by:

Jason Gage, City Manager

One-rdg. X
P. Hrngs. _____
Pgs. 22
Filed: 06-23-20

Sponsored by: Ollis

First Reading: _____ Second Reading: _____

COUNCIL BILL 2020-143 SPECIAL ORDINANCE _____

AN ORDINANCE

AUTHORIZING the City Manager, or his designee, to accept $6,615.00 in additional grant funds, from the Missouri Department of Higher Education and Workforce Development for the Reemployment Services and Eligibility Assessment project; amending the budget of the Department of Workforce Development for Fiscal Year 2019-2020 in the amount of $6,615.00 to appropriate the funds; and declaring that this bill qualifies for approval in one reading.

WHEREAS, on December 16, 2019, Council adopted Special Ordinance 27260, in which the Department of Workforce Development was authorized to accept $3,500.00 in grant funding from the Missouri Department of Higher Education and Workforce Development for the Reemployment Services and Eligibility Assessment project ("RESEA"); and

WHEREAS, the Department of Workforce Development has learned that an additional $6,615.00 in RESEA grant funds are available; and

WHEREAS, certain unemployment recipients, as determined to be eligible by the Department of Labor, participate in the RESEA project; and

WHEREAS, participants in the RESEA project are referred to the Missouri Job Center for services; and

WHEREAS, RESEA project participants arrange appointments at the Missouri Job Center to receive services including: an orientation to Job Center services; labor market information; skills assessment; review of self-evaluation questionnaire and work search log; MoJobs resume; reemployment services to include the development of an individual employment plan; and random work search verification.

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

Section 1 – The City Manager, or his designee, is hereby authorized to accept additional grant funds in the amount of $6,615.00 from the Missouri Department of Higher Education and Workforce Development for the Reemployment Services and Eligibility Assessment project, and to do all things necessary to accept and to carry out the grant, including the execution of contracts, provided the form of any such contract is approved by the City Attorney.

Section 2 – The budget of the City's Department of Workforce Development, for Fiscal Year 2019-2020, is hereby amended in the accounts and in the amounts as shown on Budget Adjustment No. 055 in the Amount of $6,615.00, a copy of which is attached hereto and incorporated herein by reference as "Exhibit B."

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

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

Section 5 – City Council hereby finds and declares that this Ordinance authorizes the acceptance of grant funds from the State of Missouri and may be passed as a one-reading ordinance under City Charter Section 2.16(25) as it relates to a contract for the acceptance of grant funds from a state or federal agency. 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 2020-143

FILED: 06-23-20

ORIGINATING DEPARTMENT: Workforce Development.

PURPOSE: Authorizing the City Manager, or his designee, to accept $6,615.00 in additional grant funds, from the Missouri Department of Higher Education and Workforce Development for the Reemployment Services and Eligibility Assessment project; amending the budget of the Department of Workforce Development for Fiscal Year 2019-2020 in the amount of $6,615.00 to appropriate the funds; and declaring that this bill qualifies for approval in one reading.

BACKGROUND INFORMATION: The Office of Workforce Development ("OWD") of the Department of Higher Education and Workforce Development has provided an additional $6,615.00 of Unemployment Insurance funds to the current available level of funding for the RESEA program for Calendar Year 2019 of $3,500 bringing the new level total to $10,115.00.

The Missouri Department of Labor and Industrial Relations, Division of Employment Security, the Missouri Department of Higher Education and Workforce Development, OWD, and the Workforce Development Boards of Missouri all work together to operate the Reemployment Services and Eligibility Assessment ("RESEA") Program and ensure that Project participants are provided the following services when they report to the Missouri Job Center:

- A courtesy call reminding the participant of their RESEA appointment;
- Wagner-Peyser registration;
- Job Center orientation;
- Labor Market Information;
- Review of continued eligibility and referral to adjudication, as appropriate;
- Complete the RESEA assessment and record in MoJobs;
- Development of an individual employment plan;
- Referral to reemployment services;
- Job search assistance;
- Work search activity verification; and

- Create a resume in MoJobs.

REMARKS: All funding for this Project must be expended prior to December 31, 2020, without prior written approval from OWD. Please see the attached “Exhibit A,” Missouri Department of Higher Education and Workforce Development Notice of Obligation and “Exhibit B,” Budget Adjustment No. 055.

Submitted by:

Sally Payne,
Interim Director of Workforce Development

Approved by:

Jason Gage, City Manager

Exhibit A

Missouri Department of Higher Education and Workforce Development

Notice Of Obligation

SUB AWARD NUMBER:	10-08-08-19
SUB AWARD MODIFICATION NO.	1
FEDERAL AWARDING AGENCY:	U.S. DEPARTMENT OF LABOR
GRANT NUMBER:	UI-32849-19-60-A-29
FEDERAL AWARD DATE:	01/01/2019
TOTAL AWARD AMOUNT:	$10,115.00

PROJECT:
RESEA 2019

PERIOD OF PERFORMANCE

Start Date	End Date
10/01/2019	12/31/2020

Page 1

R & D	CAP	ICR%	De Minimis
☐	☐	11.070000	☐

SUBRECIPIENT ID: 006852255

SUBRECIPIENT:
CITY OF SPRINGFIELD DEPARTMENT OF FINANCE
2900 EAST SUNSHINE
SPRINGFIELD, MO 65804

ISSUED BY:
MISSOURI DEPARTMENT OF HIGHER EDUCATION AND WORKFORCE DEVELOPMENT
301 WEST HIGH STREET, SUITE 870
P.O. BOX 1087
JEFFERSON CITY, MISSOURI 65102-1087

DESCRIPTION
Must comply with the PY19 Workforce Innovation and Opportunity Act (WIOA) Annual Agreement.
Must comply with WIOA rules and regulations and all applicable state and federal rules and regulations.
Must comply with the project scope of work.
Must comply with 2 CFR Part 200 and 2 CFR Part 2900.

ACTION
To award additional funds and extend the period of performance through December 31, 2020.

YEAR	CFDA	PROGRAM ACCOUNT ID	AVAILABLE DATE	CURRENT LEVEL	MODIFICATION LEVEL	NEW LEVEL
PY19	17.225	RESEA FOR CLAIMANTS UI	10/01/2019	$3,500.00	$6,615.00	$10,115.00

TOTAL FUND AVAILABILITY

CURRENT LEVEL TOTAL	MODIFICATION LEVEL TOTAL	NEW LEVEL TOTAL
$3,500.00	$6,615.00	$10,115.00

PROJECT CODE: 455

Except as modified, all terms and conditions of said sub award/agreement remain unchanged and in full effect.

Mardy Leathers

Date Signed
05/20/2020

SCOPE OF WORK
REEMPLOYMENT SERVICES AND ELIGILBILITY ASSESSMENT
OZARK WORKFORCE DEVELOPMENT BOARD OF SPRINGFIELD
OCTOBER 1, 2019 THROUGH DECEMBER 31, 2020

The Office of Workforce Development (OWD) of the Department of Higher Education and Workforce Development (DHEWD) is making ten thousand, one hundred fifteen dollars and zero cents ($10,115.00) of Unemployment Insurance funds available to the Ozark Workforce Development Board of Springfield for the purpose of funding the Reemployment Services and Eligibility Assessment (RESEA) project.

For the purposes of this Scope of Work, the Ozark Workforce Development Board of Springfield shall be the Subrecipient and RESEA shall be the Project. The Scope of Work shall serve to identify the responsibilities of the Subrecipient to receive funds through OWD.

1. No funds from this Project shall be expended before October 1, 2019 or after December 31, 2020, without prior written approval from OWD.

2. The Subrecipient must not change or modify the Project Scope of Work or budget (Attachment 1) without the prior written approval from OWD. Any budget or program adjustment modification must be submitted to and approved by OWD in writing.

3. The Subrecipient shall operate program services as approved by the United States Department of Labor (USDOL), the OWD Issuances, and the Memorandum of Agreement with the Missouri Department of Labor and Industrial Relations (DOLIR) (Attachment 2).

4. The Subrecipient has the authority to expend funds in accordance with the State's written approval, assurances and any subsequent correspondence with regard to this project, and all correspondence between the Workforce Development Board, USDOL and the OWD.

5. Expenditures reported must not exceed the budget line items by greater than ten percent (10%) of the total budget. Line item transfers shall require advanced approval from OWD. Failure to comply may result in disallowances.

6. The Subrecipient shall provide adequate partner staff to assist OWD staff as needed to provide reemployment services to RESEA customers in the Job Center.

7. The Subrecipient shall ensure pre-appointment calls are conducted to scheduled RESEA participants to remind them about their scheduled appointment to reduce the "no-show" rate.

8. The Subrecipient shall ensure claimants referred for Project services who are unable to report on the originally scheduled date and time are rescheduled.

9. The Subrecipient shall ensure the reason for rescheduled appointments are reported to the Division of Employment Security (DES) by the submission of a DWD-PO-84.

10. The Subrecipient shall ensure Project participants are provided the following services when they report to the Job Center:

    a. orientation to Job Center services;
    b. Labor Market Information (LMI) and career information that addresses the claimants' specific needs;
    c. Skills Assessment;
    d. review of Self-evaluation Questionnaire and Work Search Log;
    e. MoJobs resume;
    f. reemployment services to include the development of an individual employment plan; and
    g. random work search verification.

11. The Subrecipient shall report any issues detected in the job search review to the DES by submission of a DWD-PO-84.

12. The Subrecipient shall ensure referrals are made to any other appropriate reemployment services.

13. The Subrecipient's staff time shall be charged at a rate not-to-exceed ninety (90) minutes for each RESEA appointment. In the event a RESEA takes less time, only the actual time spent shall be charged. The actual cost of serving participants shall not exceed fifty-four dollars and eight cents ($54.08) per ninety (90) minutes.

14. The Subrecipient shall submit the log summarizing the monthly time spent on RESEA activities (Attachment 3) to the DHEWD Financial-HelpDesk by the tenth (10th) of every month for all employees, except OWD staff, who have performed duties under the RESEA project for the prior month. Actual timesheets shall be kept on file for review as appropriate. If requested by OWD, the Subrecipient shall provide other documentation for the purpose of reimbursement.

15. The Subrecipient shall provide services to the sole satisfaction of OWD and shall provide program reports and summaries as requested by OWD.

16. The Subrecipient shall comply with the terms of subrecipient monitoring as delineated in the Annual Agreement. In the event the Subrecipient issues subawards to its subrecipient(s), the Subrecipient must ensure completion of monitoring its subrecipient(s).

17. The Subrecipient must comply with the Annual Agreement in regards to payment and reporting requirements. Contact the DHEWD Financial-HelpDesk to request access to DHEWD's Financial Reporting System (FRS). **All expenditures must be reported on an accrual basis.**

18. Questions regarding RESEA may be directed to Robert Ruble, Workforce Programs Manager, at Robert.Ruble@dhewd.mo.gov.

19. Attachment(s):

    1 – Budget
    2 – DOLIR Memorandum of Agreement
    3 - Sample timesheet

Attachment 1

Ozark Workforce Development Board of Springfield
RESEA Program Budget
October 1, 2019 through December 31, 2020

	Amount	REVISED BUDGET May-20	NEW BUDGET	Narrative
RESEA Staffing Funds	$ 3,500.00	$ 6,615.00	$ 10,115.00	Salary, fringe, training costs
TOTAL BUDGET:	**$ 3,500.00**	$ 6,615.00	**$ 10,115.00**	

ADDENDUM TO THE MEMORANDUM OF AGREEMENT
BETWEEN
THE MISSOURI DEPARTMENT OF LABOR AND INDUSTRIAL RELATIONS, DIVISION OF EMPLOYMENT SECURITY, THE MISSOURI DEPARTMENT OF HIGHER EDUCATION AND WORKFORCE DEVELOPMENT, OFFICE OF WORKFORCE DEVELOPMENT, AND
THE WORKFORCE DEVELOPMENT BOARDS OF MISSOURI

The above referenced Memorandum of Agreement (MOA) between the Missouri Department of Labor and Industrial Relations, Division of Employment Security, the Missouri Department of Higher Education and Workforce Development, Office of Workforce Development (OWD), formerly the Division of Workforce Development, and the Workforce Development Boards of Missouri is hereby amended as follows. All other provisions of the MOA shall remain unchanged.

1. The parties to the Agreement changed from the Missouri Department of Labor and Industrial Relations, Division of Employment Security, the Missouri Department of Economic Development, Division of Workforce Development, and the Workforce Development Boards of Missouri to the Missouri Department of Labor and Industrial Relations, Division of Employment Security, the Missouri Department of Higher Education and Workforce Development, OWD, and the Workforce Development Boards of Missouri.

2. Part II section A.ii through A.iv of the Duties of the Parties is hereby revised as follows:

   ii. Provide training to staff that provide RESEA services on identifying eligibility issues;
   iii. Make determinations about continued availability and eligibility of participants when receiving information from staff that provide RESEA services; and
   iv. Provide a Manager to oversee the RESEA program.

3. Part II, section B.i through ii and section B.v of the Duties of the Parties is hereby revised as follows:

   i. Designate staff to complete the RESEA program duties;
   ii. Provide training to staff that provide RESEA, as needed, including but not limited to assessing participant needs, providing labor market information, developing a work search plan, making referrals to services and training, completing the RESEA assessment and record in MoJobs, and computer system information;
   v. Verify no less than twenty-five percent (25%) of all participants' work search activities and refer any potential issues involving work search activities to DES using the provided form

4. Part II, section B is hereby revised as follows to add B.ix:

   ix. Participate in the RESEA Program evaluation and evidence requirement as outlined in Unemployment Insurance Program Letter (UIPL) 07-19 and 1-20.

5. Part II, section C.1 through C.4 of the Duties of the Parties is hereby deleted and replaced as follows:

   i. a courtesy call reminding the participant of their RESEA appointment;
   ii. Wagner-Peyser registration;
   iii. Job Center orientation;
   iv. Labor Market Information;
   v. Review of continued eligibility and referral to adjudication, as appropriate;
   vi. Complete the RESEA assessment and record in MoJobs;
   vii. Development of an individual employment plan;
   viii. Referral to reemployment services;
   ix. Job search assistance;
   x. Work search activity verification; and
   xi. Create a resume in MoJobs.

6. Part IX, section B of the Contract Persons is hereby revised as follows:

   B. For OWD:
   Robert Ruble
   Workforce Specialist IV
   301 West High Street, Suite 870
   P.O. Box 1087
   Jefferson City, MO 65102
   (573) 751-3809
   Robert.ruble@dhewd.mo.gov

7. This addendum shall be become effective upon signature of the final party.

In witness thereof, the parties below hereby execute this agreement.

Office of Workforce Development:

Signature 1/24/2020 **Date**
Mardy Leathers, Director

Missouri Department of Labor and Industrial Relations,
Division of Employment Security:

Signature 2/18/20 **Date**
Anna S. Hui, Director
Department of Labor and Industrial Relations

Signature 2/6/20 **Date**
Chris Slinkard, Director
Division of Employment Security

MEMORANDUM OF AGREEMENT BETWEEN THE MISSOURI DEPARTMENT OF LABOR AND INDUSTRIAL RELATIONS, DIVISION OF EMPLOYMENT SECURITY, THE MISSOURI DEPARTMENT OF ECONOMIC DEVELOPMENT, DIVISION OF WORKFORCE DEVELOPMENT, AND THE WORKFORCE DEVELOPMENT BOARDS OF MISSOURI

The Missouri Department of Labor and Industrial Relations, Division of Employment Security (DES), the Missouri Department of Economic Development, Division of Workforce Development (DWD) and the Workforce Development Boards (WDB) enter into the following Memorandum of Agreement (Agreement) regarding the Reemployment Services and Eligibility Assessment (RESEA) Program.

I. Purpose of Agreement

This Agreement identifies the minimum reemployment services to be provided to RESEA Program participants as outlined in Unemployment Insurance Program Letter (UIPL) 3-17.

II. Duties of the Parties

The parties agree to work together to implement and operate the RESEA Program and to make all efforts to serve RESEA participants during the period of this Agreement. The parties also agree to perform the following duties:

A. DES agrees to do the following:

i. Select RESEA Program participants and refer them to the Missouri Job Centers for RESEA assessments;
ii. Provide training to job center RESEA staff on identifying eligibility issues;
iii. Make determinations about continued availability and eligibility of participants when receiving information from job center RESEA staff; and
iv. Provide a Grant Manager to oversee the RESEA Program.

B. DWD/WDBs agrees to do the following:

i. Designate staff to complete the RESEA program duties in the job center;

ii. Provide training to RESEA staff in the job centers, as needed, including but not limited to assessing participant needs, providing labor market information, developing a work search plan, making referrals to services and training, WorkKeys Career Readiness Certificates, Career Ready (CR) 101 remediation, and computer system information;
iii. Record reschedule information when appropriate;
iv. Conduct RESEA assessments, including the following:
    a. Ensure registration on jobs.mo.gov;
    b. Update registration on jobs.mo.gov, if necessary;
    c. Develop work search plan with participant;
    d. Provide participant with local labor market information with emphasis on high-wage employment in demand industries;
    e. Develop an Individual Employment Plan and make necessary referrals to other resources; and
    f. Review continued eligibility of participants and refer to adjudication as appropriate.
v. Verify no less than twenty-five percent (25%) of all participants' work searches and refer any potential issues involving work searches to DES using the provided form;
vi. Complete a Staff Assisted Record for each participant and maintain each record in electronic files in a manner available for review by DES;
vii. If a RESEA participant is enrolled in a workshop, staff should charge time based on the following example: **Workshop Instructor time charging**-The formula for calculating time is: the number of RESEA's divided by the total in the class multiplied by sixty (60). Example: 5 RESEA's 10 total in class. 5 divided by 10=.50, .50 X 60 = 30 minutes. If the average is much lower, like 1 RESEA out of 10 total (6 minutes) round up to the nearest increment of fifteen (15) minutes; and
viii. Participate in an electronic feedback system, sharing participation information with DES.

C. DWD and the WDBs agree to provide the following services to RESEA participants:

    1. Orientation to help claimants access self-service core services offered by the Job Center through the resource room or virtually, with particular emphasis on

accessing available labor market and career information;
2. Registration with Missouri's job bank;
3. Referrals to appropriate services offered through the Job Center; and
4. Support in the development of the claimant's reemployment plan that must include work search activities, appropriate workshops, and/or approved training.

III. Agreement Period, Amendment, and Termination

A. This Agreement will remain in effect unless terminated as provided below.

B. The parties agree to work together to evaluate the success of the RESEA Program and to apply for an additional grant if the parties deem the program to be successful. If an additional grant is received, the parties may elect to enter into a new written Agreement if they believe it is necessary or may continue under this Agreement.

C. This Agreement may be terminated by the mutual written consent of the parties.

D. The parties may unilaterally terminate this Agreement upon sixty (60) calendar day's written notice to the other parties.

E. If the USDOL determines that this Agreement is in conflict with a directive of the USDOL or with federal or state law, this Agreement may be immediately terminated or amended to be in conformity with the USDOL's requirements.

F. This Agreement may be modified or amended upon mutual written consent of all parties.

IV. Security/Confidentiality of Information

DOLIR and DWD agree that all confidential information obtained from DES in furtherance of this Agreement will be treated in accordance with the "Memorandum of Agreement between the Missouri Department of Labor

and Industrial Relation, Division of Employment Security, and the Missouri Department of Economic Development, Division of Workforce Development" and in compliance with Section 288.250, RSMo and 20 CFR Part 603. DOLIR, DWD and the WDBs agree that all confidential information is subject to the Confidentiality Agreement between DOLIR and the WDBs, Section 288.250 RSMo and 20 CFR Part 603. If there are any discrepancies between this Agreement and the confidentiality agreements between the parties (including any subsequent modifications to that agreement) relating to confidential information or security procedures, the confidentiality agreements will control.

Additionally,

A. If this Agreement is found by a court or tribunal of competent jurisdiction to be in conflict with any United States or Missouri statutes or with any rules, regulations, guidelines or directives of the USDOL or regulations of the State of Missouri, it shall be null and void to the extent of the conflict.

B. In addition, DOLIR may make an immediate, unilateral suspension and/or termination of this Agreement, effective immediately upon written notice being mailed to a WDB, if:

   1. DOLIR determines that there has been an unauthorized use or disclosure of Confidential Information by a WDB;

   2. DOLIR determines that a WDB has violated or failed to follow any term of this Agreement; or

   3. DOLIR has reason to believe that a WDB has breached this Agreement's terms relating to the use and security of Confidential Information, until such time as DOLIR has investigated and determined whether a breach has occurred.

In the event of termination, the WDB agrees to return to DOLIR or dispose of all records containing Confidential Information in its possession within ten (10) business days. But, if the termination is due to a breach or suspected breach of this Agreement, all records containing Confidential Information will be returned to DOLIR or destroyed immediately.

V. Procedures for Retention and Timely Disposal of Records Containing Confidential Information

1. The WDB agrees to dispose of all records containing Confidential Information after the purpose for which the Confidential Information was made available, as recognized in this Agreement, has been served. The recognized purpose of this Agreement includes any mandatory retention of records by a WDB for purposes of complying with required audits.

2. Disposal means return of all records to DOLIR, if applicable, or deletion or destruction of all Confidential Information from a WDB's records. If any Confidential Information is in paper format, disposal shall include shredding the material. DOLIR reserves the right under this Agreement to determine that the purpose for disclosing Confidential Information has been served and to require the immediate disposal or destruction of records.

VI. Procedures for Security

A. The WDB agrees to safeguard all Confidential Information as follows:

1. Confidential Information will be used only as authorized by this Agreement and as authorized by law.

2. Access to Confidential Information will be restricted to only those authorized persons who need it to perform the official purpose recognized in this Agreement.

3. All persons provided access to Confidential Information will be subject to the WDB's control at all times Confidential Information is being accessed. The WDB will undertake all necessary precautions to ensure that only authorized personnel will be able to access Confidential Information.

4. Confidential Information will be stored in an area that is physically safe from access by unauthorized persons at all times. Confidential Information that is maintained in electronic format, such as magnetic tapes or discs, will be stored in such a way that unauthorized persons cannot obtain the information by any means.

5. All persons with access to Confidential Information will be advised of the confidential nature of the information, the safeguards required to protect the Confidential Information,

and the civil and criminal sanctions for noncompliance contained in applicable Missouri and Federal laws. By signing this Agreement, the authorized representative of the WDB attests that all applicable persons have been instructed in accordance with the subsection.

6. In the event that any equipment or records containing Confidential Information are transported from one location to another in furtherance of the purpose of this Agreement, the WDB will take all necessary steps to ensure that the information is transferred in a way that maintains the confidentiality procedures of this Agreement.

7. All laptop computers and other electronic devices and media containing Confidential Information will be encrypted and/or password protected. The WDB will ensure that email or other data containing Confidential Information is sent only from and to addresses which are secure or only after proper steps have been taken to encrypt the email.

8. Investigation and Breach. The WDB will cooperate fully with DOLIR and with any law enforcement authority responsible for the investigation and prosecution of any possible criminal violations associated with any breach of this Agreement. The WDB will also cooperate with DOLIR, upon request, in any civil litigation to recover Confidential Information, to obtain monetary or other compensation, or to obtain injunctive relief necessary to prevent or compensate for the unauthorized release of Confidential Information by a WDB.

9. Mitigation. The WDB shall take all reasonable steps to mitigate any harmful effect on individuals or employers whose Confidential Information was lost or disclosed in violation of this Agreement, through the WDB's negligent or unlawful acts.

B. The WDB agrees to the following:

1. To ensure that every person accessing Confidential Information complies with this Agreement, with all modifications or amendments to this Agreement, and with all

applicable state and federal statutes and regulations, including applicable amendments.

2. To maintain a system sufficient to allow an audit of compliance as required by 20 CFR 603.10.

3. To notify DOLIR of any major change in system platform (hardware and/or software) procedure and/or policy affecting transmission and/or distribution of information occurring anytime after this Agreement is signed.

VII. Audits

The WDB agrees:

A. To allow DOLIR to perform on-site audits and inspections of WDB's RESEA program whenever, and as often as, DOLIR deems appropriate. The audits will be conducted to ensure that the confidentiality requirements of this Agreement and all applicable laws and regulations, including applicable amendments, are being satisfied.

B. To implement, within a reasonable time, all recommendations made by DOLIR pursuant to the audit authorized by this section. This section should not be read to interfere with the authorization, as stated in Section IV.B, allowing DOLIR to suspend or terminate this Agreement if a breach is discovered or suspected. The parties agree that DOLIR maintains sole discretion to determine whether this Agreement should be suspended or terminated, or whether audit recommendations should be imposed.

C. If, as a result of the audit conducted pursuant to this section, DOLIR is required to spend additional time addressing the WDB's compliance with this Agreement, the WDB shall timely pay all reasonable costs, as determined by DOLIR, of ensuring such compliance, and payment of these costs shall be a necessary condition for the continuance of this Agreement.

D. To regularly monitor those persons with access to Confidential Information to determine whether the job responsibilities of those persons continue to require access, to immediately remove access for any person who is determined to no longer need it, and to take all necessary steps to ensure that any records which are in the

possession or control of such persons are timely destroyed as provided in this Agreement.

VIII. Records Usage, Duplication, and Re-disclosure Restrictions

A. The WDB agrees to the following limitations on the use, duplication, and re-disclosure of Confidential Information:

1. The WDB agrees to not re-disclose any Confidential Information to any other agency, entity, contractor, or person without the express written authorization of DOLIR; provided, however, that DOLIR's consent shall not be required for re-disclosure to the Missouri State Auditor during the course of an official audit.

2. The WDB agrees that it will not allow the duplication or dissemination of Confidential Information within its own organization, except as necessary to fulfill the stated purpose of this Agreement.

B. The WDB shall timely adopt policies and procedures to ensure that all Confidential Information is used solely as authorized by this Agreement and to ensure that the confidentiality of such information is safeguarded. These policies and procedures shall be available for review by DOLIR at any time requested.

C. The WDB agrees that, if any violations or suspected violations of this Agreement pertaining to the use, duplication, or re-disclosure of Confidential Information are discovered by the WDB, the WDB will report such violations to DOLIR immediately where possible, and in all cases within two (2) business days.

D. If Confidential Information is subpoenaed as part of a criminal or civil case or investigation, the WDB will take all necessary steps to prevent disclosure, including filing a motion to quash and/or seeking, and diligently pursuing, a protective order from a court which will protect the Confidential Information from further disclosure except as necessary to proceed with the case or investigation.

IX. Contact Persons

A. For DES:

Jenn Adams
RESEA Manager
421 East Dunklin Street
PO Box 59
Jefferson City, MO 65104-0059
(573) 751-6751
Jenn.Adams@labor.mo.gov

B. For DWD:

Robert Ruble
Workforce Specialist IV
421 East Dunklin Street
PO Box 1087
Jefferson City, MO 65102
(573) 751-3809
robert.ruble@ded.mo.gov

V. Signatures

This Agreement will be effective upon the signature of all the parties indicated below or their authorized representative.

MISSOURI DEPARTMENT OF ECONOMIC DEVELOPMENT,
DIVISION OF WORKFORCE DEVELOPMENT

Mardy L. Leathers, Director
Division of Workforce Development
421 East Dunklin Street
Jefferson City, MO 65101
573-751-3349

12/11/18
Date

MISSOURI DEPARTMENT OF LABOR AND INDUSTRIAL RELATIONS,
DIVISION OF EMPLOYMENT SECURITY

Anna S. Hui, Director
Department of Labor and
Industrial Relations
421 E. Dunklin Street
Jefferson City, MO 65104
(573) 751-0103

12/27/18
Date

Chris Slinkard by Spencer Clark
Chris Slinkard, Director
Division of Employment Security
421 E. Dunklin Street
Jefferson City, MO 65104
(573) 751-8086

12/27/18
Date

CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Exhibit B

Budget Adjustment
055

Revenues:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
24340	21	28210	416010	102805	00000	$ 6,615	Federal Grant - RESEA 2019 Grant - Additional Funds
Net Revenue Adjustment						$ 6,615	

Expenditures:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
24340	21	28210	502670	102805	00000	$ 6,615	Incumbent worker training
Net Expenditure Adjustment						$ 6,615	

Fund Balance Appropriation:

Fund		Title	Amount

Explanation: To amend the FY2019-2020 budget and appropriate additional grant funds from the Missouri Department of Higher Education and Workforce Development for the Reemployment Services and Eligibility Assessment project.

Requested By:

Sally Payne 6/23/20
Department Head Date

Approved By:

6/23/20
Director of Finance Date

City Manager Date

Authorization:

Council Bill No. 2020-143
Ordinance No.
1st Reading
2nd Reading
Journal Imp No.

One-rdg. X
P. Hrngs. _____
Pgs. 8
Filed: 06-23-20

Sponsored by: Lear

First Reading: _____ Second Reading: _____

COUNCIL BILL 2020-144 SPECIAL ORDINANCE _____

AN ORDINANCE

AUTHORIZING the City Manager, or his designee, to accept Workforce Innovation and Opportunity Act Dislocated Worker Rapid Response funding in the amount of $100,000.00, to be used for training eligible Dislocated Workers and to enter into necessary agreements to carry out the grant; amending the budget for the Department of Workforce Development for the Fiscal Year 2019-2020 in the amount of $100,000.00; and declaring that this bill qualifies for approval on one reading.

WHEREAS, the City has the opportunity, through its Department of Workforce Development, to accept $100,000.00, in funds allocated by United States Department of Labor, through the Missouri Department of Higher Education and Workforce Development, to fund training programs for eligible Dislocated Workers; and

WHEREAS, an amendment to the budget of the Department of Workforce Development for the Fiscal Year 2019-2020 has been approved and 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 his designee, is hereby authorized to accept Workforce Innovation and Opportunity Act Dislocated Worker Rapid Response funding in the amount of $100,000.00, from the Missouri Department of Higher Education and Workforce Development, for receipt and use by the City's Department of Workforce Development, and to do all things necessary to accept and to carry out the grant, including the execution of contracts, provided the form of any such contract is approved by the City Attorney, or her designee.

Section 2 – The budget of the City's Department of Workforce Development, for Fiscal Year 2019-2020, is hereby amended in the accounts and in the amounts as shown on Budget Adjustment No. 056, a copy of which is attached hereto and

incorporated herein by reference as “Exhibit B.”

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

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

Section 5 – City Council hereby finds and declares that this Ordinance authorizes the acceptance of grant funds from the State of Missouri and may be passed as a one-reading ordinance under City Charter Section 2.16(25) as it relates to a contract for the acceptance of grant funds from a state or federal agency. 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 2020-144

FILED: 06-23-20

ORIGINATING DEPARTMENT: Workforce Development.

PURPOSE: Authorizing the City Manager, or his designee, to accept Workforce Innovation and Opportunity Act Dislocated Worker Rapid Response funding in the amount of $100,000.00, to be used for training eligible Dislocated Workers and to enter into necessary agreements to carry out the grant; amending the budget for the Department of Workforce Development for the Fiscal Year 2019-2020 in the amount of $100,000.00; and declaring that this bill qualifies for approval on one reading.

BACKGROUND INFORMATION: Due to the current local economic situation, a much larger than usual influx in Dislocated Worker traffic is expected for the Ozark Region. As of June 30, 2020, the City of Springfield's Department of Workforce Development will have expended 100 percent of the Dislocated Worker funding for Fiscal Year 2019-2020. As such, on behalf of the Ozark Region, the City of Springfield, Department of Workforce Development is requesting the acceptance of $100,000.00, in Workforce Innovation and Opportunity Act ("WIOA") Dislocated Worker Rapid Response funding. This funding comes from the U.S. Department of Labor through the Missouri Department of Higher Education and Workforce Development.

The funding may be utilized only for Individual Training Accounts and will continue to support the Dislocated Workers through June 30, 2020.

REMARKS: Please see the attached "Exhibit A," Missouri Department of Higher Education and Workforce Development Notice of Obligation and "Exhibit B," Budget Adjustment No. 056.

Submitted by:

Sally Payne,
Interim Director of Workforce Development

Approved by:

Jason Gage, City Manager

Exhibit A

Missouri Department of Higher Education and Workforce Development

Notice Of Obligation

SUB AWARD NUMBER:	10-08-08-19
SUB AWARD MODIFICATION NO.	0
FEDERAL AWARDING AGENCY:	U.S. DEPARTMENT OF LABOR
GRANT NUMBER:	AA-33239-19-55-A-29
FEDERAL AWARD DATE:	10/01/2019
TOTAL AWARD AMOUNT:	$100,000.00

PROJECT:
PY19 RETURN STRONG MISSOURI RAPID RESPONSE

PERIOD OF PERFORMANCE

Start Date	End Date
05/26/2020	06/30/2020

Page 1

R & D	CAP	ICR%	De Minimis
☐	☐	11.070000	☐

SUBRECIPIENT ID: 006852255

SUBRECIPIENT:
CITY OF SPRINGFIELD DEPARTMENT OF FINANCE
2900 EAST SUNSHINE
SPRINGFIELD, MO 65804

ISSUED BY:
MISSOURI DEPARTMENT OF HIGHER EDUCATION AND WORKFORCE DEVELOPMENT
301 WEST HIGH STREET, SUITE 870
P.O. BOX 1087
JEFFERSON CITY, MISSOURI 65102-1087

DESCRIPTION
Must comply with the PY19 Workforce Innovation and Opportunity Act (WIOA) Annual Agreement.
Must comply with WIOA rules and regulations and all applicable state and federal rules and regulations.
Must comply with the project scope of work.
Must comply with 2 CFR Part 200 and 2 CFR Part 2900.

ACTION
To award funds for the period of May 26, 2020 through June 30, 2020.

YEAR	CFDA	PROGRAM ACCOUNT ID	AVAILABLE DATE	CURRENT LEVEL	MODIFICATION LEVEL	NEW LEVEL
FY20	17.278	WIOA DISLOCATED WORKER FORMULA GRANTS	05/26/2020	$0.00	$100,000.00	$100,000.00

TOTAL FUND AVAILABILITY

CURRENT LEVEL TOTAL	MODIFICATION LEVEL TOTAL	NEW LEVEL TOTAL
$0.00	$100,000.00	$100,000.00

PROJECT CODE: 772

Except as modified, all terms and conditions of said sub award/agreement remain unchanged and in full effect.

Mardy Leathers

Date Signed
05/22/2020

SCOPE OF WORK
PY19 RETURN STRONG MISSOURI RAPID RESPONSE
OZARK WORKFORCE DEVELOPMENT BOARD OF SPRINGFIELD
MAY 26, 2020 THROUGH JUNE 30, 2020

The Office of Workforce Development (OWD), of the Department of Higher Education and Workforce Development (DHEWD) is making one hundred thousand dollars and zero cents ($100,000.00) in Workforce Innovation and Opportunity Act (WIOA) Dislocated Worker Rapid Response funds available to the Ozark Workforce Development Board of Springfield to be used for training for eligible Dislocated Workers. Funds may be utilized for Individual Training Accounts only. Standard rules and policies regarding statewide enrollment and WIOA Dislocated Worker eligibility and registration apply for the use of these funds.

For the purposes of this Scope of Work, the Ozark Workforce Development Board of Springfield shall be the Subrecipient and PY19 Return Strong Missouri Rapid Response Funds shall be the Project. The Scope of Work serves to identify the responsibilities of the Subrecipient to receive funds through OWD.

1. No funds from this grant shall be obligated before May 26, 2020 or after June 30, 2020, without prior written approval from OWD.

2. The Subrecipient shall administer these funds with regard to paying obligations established for their customers to approved training providers.

3. The Subrecipient must comply with the attached approved budget (Attachment 1).

4. The Subrecipient must not change or modify the Scope of Work or budget.

5. The Subrecipient is required to establish a process for payment of each of these obligations that identifies the following:

    - The Vendor/Educational Facility;
    - Participant by Name and Social Security Number;
    - Course Title;
    - Training Begin Date;
    - Training End Date;
    - Amount obligated; and
    - Amount paid cumulative.

6. No administrative costs or staff costs are available from these funds.

7. The Subrecipient must be prepared for and comply with compliance monitoring initiated at the local, state or Federal level to ensure the project objectives outlined in this Scope of Work are met.

8. For current OWD policies go to: https://jobs.mo.gov/dwdissuances.

9. The Subrecipient must comply with the Annual Agreement in regard to payment and reporting requirements. Contact the DHEWD Financial HelpDesk to request access to DHEWD's Financial Reporting System (FRS). ***All expenditures must be reported on an accrual basis.***

10. Questions regarding the Project shall be directed to Traci Albertson at Traci.Albertson@dhewd.mo.gov.

11. Subrecipient Contact Information:

    Ozark Workforce Development Board of Springfield
    2900 East Sunshine
    Springfield, MO 65804
    Sally Payne, Interim Executive Director
    (417) 841-3320
    spayne@springfieldmo.gov

12. Attachment(s):

    1 - Budget

PY19 Return Strong Missouri Rapid Response Attachment 1
May 26, 2020 - June 30, 2020
Region: Ozark

		Budget
Program Costs:		
Individualized Training Account (ITA)	$	100,000
	Total Budget: $	**100,000**

CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Exhibit B

Budget Adjustment
056

Revenues:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
24010	21	28210	416010	000000	00000	$ 100,000	Federal Grant -Return Strong Missouri Rapid Response
Net Revenue Adjustment						$ 100,000	

Expenditures:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
24010	21	28210	502645	000000	00000	$ 100,000	Tuition Assistance - ITA
Net Expenditure Adjustment						$ 100,000	

Fund Balance Appropriation:

Fund		Title	Amount

Explanation: To amend the FY2019-2020 budget and appropriate grant funds from the U.S. department of Labor through the Missouri Department of Higher Education and Workforce Development for the Workforce Innovation and Opportunity Act, Dislocated Worker Rapid Response program.

Requested By:

Sally Payne 6/23/20
Department Head Date

Approved By:

6/23/20
Director of Finance Date

City Manager Date

Authorization:

Council Bill No. 2020-144
Ordinance No.
1st Reading
2nd Reading
Journal Imp No.

One-rdg. X
P. Hrngs. _____
Pgs. 4
Filed: 06-23-20

Sponsored by: Hosmer

First Reading: _____ Second Reading: _____

COUNCIL BILL 2020- 145 SPECIAL ORDINANCE _____

AN ORDINANCE

AUTHORIZING the City Manager, or his designee, to accept $11,874.10, in grant funds from the Missouri Department of Corrections for About Persons with Past Legal Issues in Employment services; amending the budget of the Department of Workforce Development for Fiscal Year 2020-2021 in the amount of $11,874.10, to appropriate the funds; and declaring that this bill qualifies for approval in one reading.

WHEREAS, the City of Springfield, through the Department of Workforce Development, has the opportunity to accept $11,874.10, in grant funds from the Missouri Department of Corrections to provide career training services for Justice-involved-individuals ("JIIs") through the About Person with Past Legal Issues in Employment ("APPLIE") program; and

WHEREAS, the APPLIE program provides career training services by City of Springfield Department of Workforce Development staff who travel to correctional centers and conduct one-on-one and group classes, such as coaching on professionalism, assistance in writing resumes, and mock interviews.

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

Section 1 – The City Manager, or his designee, is hereby authorized to accept grant funds in the amount of $11,874.10, from the Missouri Department of Department of Corrections, and to do all things necessary to accept and to carry out the grant, including the execution of contracts, provided the form of any such contract is approved by the City Attorney, or her designee.

Section 2 – The budget of the City's Department of Workforce Development, for Fiscal Year 2020-2021, is hereby amended in the accounts and in the amounts as shown on Budget Adjustment No. 001 in the Amount of $11,874.10, 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 is directed to cause the appropriate accounting entries to be made in the books and records of the City. In the event additional funding is provided under this grant by the grantor, the Director of Finance is hereby authorized to adjust this appropriation by an amount not to exceed 20 percent.

Section 5 – City Council hereby finds and declares that this Ordinance authorizes the acceptance of grant funds from the State of Missouri and may be passed as a one-reading ordinance under City Charter Section 2.16(25) as it relates to a contract for the acceptance of grant funds from a state or federal agency. 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 2020-145

FILED: 06-23-20

ORIGINATING DEPARTMENT: Workforce Development.

PURPOSE: Authorizing the City Manager, or his designee, to accept $11,874.10, in grant funds from the Missouri Department of Corrections for About Persons with Past Legal Issues in Employment services; amending the budget of the Department of Workforce Development for Fiscal Year 2020-2021 in the amount of $11,874.10, to appropriate the funds; and declaring that this bill qualifies for approval in one reading.

BACKGROUND INFORMATION: Since the fall of 2006, About Persons with Past Legal Issues in Employment ("APPLIE") has been providing career training services for justice-involved-individuals ("JIIs"). These training services are provided by City of Springfield Department of Workforce Development staff that travel to the correctional centers and conduct one-on-one and group classes. Courses include coaching on professionalism, assistance in writing resumes, practicing mock interviews, and connecting JIIs to resources such as banks, recovery and rehabilitation facilities, family support services, counseling and legal services, as well as providing interview attire. In addition, business partners are brought into the facilities to offer guidance that will support the JII post release.

REMARKS: The aforementioned APPLIE services will be provided to the Department of Correction's Ozark Correction Center and Tipton Correction Center no later than December 31, 2020. Please see the attached budget adjustment.

Submitted by:

Sally Payne,
Interim Director of Workforce Development

Approved by:

Jason Gage, City Manager

CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Exhibit A

Budget Adjustment
001

Revenues:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
24010	21	28210	416010	000000	00000	$ 11,874.10	Federal Grant -Tipton OCC Training
Net Revenue Adjustment						$ 11,874.10	

Expenditures:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
24010	21	28210	505690	000000	00000	$ 1,810.45	Travel Expenses
24010	21	28210	502250	000000	00000	15.02	Internet (Use of hotspot)
24010	21	28210	502380	000000	00000	1,000.00	Printing and Binding
24010	21	28210	501240	000000	00000	576.84	Office Supplies
24010	21	28210	500110	000000	00000	6,363.65	Base Salaries
24010	21	28210	500210	000000	00000	992.73	LAGERS
24010	21	28210	500250	000000	00000	470.91	FICA
24010	21	28210	500280	000000	00000	16.54	Workers' Comp
24010	21	28210	500260	000000	00000	627.96	Health Ins
Net Expenditure Adjustment						$ 11,874.10	

Fund Balance Appropriation:

Fund		Title	Amount

Explanation: To amend the FY2020-2021 budget and appropriate funds from the Department of Corrections Ozark Correctional Center and Tipton Correction Center for the About Persons with Past Legal Issues in Employment (APPLIE) services.

Requested By:

Sally Payne 6/23/20
Department Head Date

Approved By:

6/23/20
Director of Finance Date

City Manager Date

Authorization:

Council Bill No. 2020-145
Ordinance No.
1st Reading
2nd Reading
Journal Imp No.

One-rdg. X
P. Hrngs. _____
Pgs. 4
Filed: 06-23-20

Sponsored by: Fisk

First Reading: _____ Second Reading: _____

COUNCIL BILL 2020- 146 SPECIAL ORDINANCE _____

AN ORDINANCE

AUTHORIZING the City Manager, or his designee, to accept FY 2020 Coronavirus Emergency Supplemental Funding from the United States Department of Justice; amending the budget of the Police Department for Fiscal Year 2020-2021 in the amount of $517,083.00; and declaring this bill qualifies as a one reading bill pursuant to Charter Section 2.16(25).

WHEREAS, in response to the novel coronavirus, the federal government, through the Department of Justice, has made grant funds available to state, local, and tribal governments through the FY 2020 Coronavirus Emergency Supplemental Funding Program ("CESF"); and

WHEREAS, funds awarded under the CESF may be used for overtime, hiring of personnel, equipment and supplies necessary to assist in preventing, preparing for, and responding to the novel coronavirus; and

WHEREAS, the Police Department applied for funds under the CESF and has been awarded $517,083.00, subject to approval of City Council.

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

Section 1 – The City Manager, or his designee, is hereby authorized to accept grant funds, from the FY 2020 Coronavirus Emergency Supplemental Funding Program of the United States Department of Justice, in the amount of $517,083.00, and to do all things necessary to accept and to carry out the grant, including the execution of contracts, provided the form of any such contract is approved by the City Attorney.

Section 2 – The budget of the Springfield Police Department for Fiscal Year 2020-2021 is hereby amended in the accounts and in the amounts as shown on Budget Adjustment No. 003, a copy of which is attached hereto and incorporated herein by reference as "Exhibit A."

Section 3 – City Council hereby finds that the budget adjustment made above has been recommended by the City Manager.

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

Section 5 – City Council hereby finds and declares this Ordinance relates to the acceptance of a grant from a state or federal agency and pursuant to Section 2.16(25) of the City Charter, this Ordinance shall require one reading. Therefore, this Ordinance shall be in full force and effect from and after passage.

Passed at meeting: _____

_____
Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: _____, Assistant City Attorney

Approved for Council action: _____, City Manager

EXPLANATION TO COUNCIL BILL 2020 -146

FILED: 06-23-20

ORIGINATING DEPARTMENT: Police

PURPOSE: Authorizing the City Manager, or his designee, to accept FY 2020 Coronavirus Emergency Supplemental Funding from the United States Department of Justice; amending the budget of the Police Department for Fiscal Year 2020-2021 in the amount of $517,083.00; and declaring this bill qualifies as a one reading bill pursuant to Charter Section 2.16(25).

BACKGROUND INFORMATION: The Coronavirus Emergency Supplemental Funding Program is a federal grant program to assist eligible governmental bodies to prevent, prepare for, and respond to the novel coronavirus. Allowable projects may include, but are not limited to, overtime, equipment and supplies, or personnel.

The majority of this award, $273,352.00 will be used to pay for overtime for Police Officers and Health Department officials at testing sites. $84,481.00 will be used to buy personal protective equipment ("PPE"), thermometers, and cleaning supplies for use by the Police Department, including electrostatic sprayers for disinfecting vehicles and buildings. $39,610.00 will be used by the Fire Department to purchase PPE and cleaning supplies, approximately $14,000 will be used for the Heath Department to perform testing of Police and Fire employees, approximately $60,000.00 will be used for equipment to facilitate remote work, $29,440 will be used for coronavirus training for sworn officers, and approximately $16,000 will be used to purchase PPE and cleaning supplies for 12 nonprofit organizations.

Submitted by:

Paul F. Williams, Chief of Police

Approved by:

Jason Gage, City Manager

CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Exhibit A

Budget Adjustment
003

Revenues:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
25220	18	92510	416010	000000	00000	$ 517,083	2020 Dept of Justice, Edward Byrne Memorial Justice Assistance Grant (JAG-COVID-19)
Net Revenue Adjustment						$ 517,083	

Expenditures:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
25220	18	92510	500120	000000	00000	$ 273,352	Police and Health overtime
25220	18	92510	501260	000000	00000	124,091	PPE and supplies
25220	18	92510	504580	000000	00000	14,000	Health testing
25220	18	92510	501190	000000	00000	60,000	Police equipment for remote work
25220	18	92510	505690	000000	00000	29,440	Police COVID-19 related training
25220	18	92510	504620	000000	00000	16,200	Non-profit PPE and supplies
Net Expenditure Adjustment						$ 517,083	

Fund Balance Appropriation:

Fund		Title	Amount

Explanation: To amend the FY2020-2021 budget and appropriate funds from the Department of Justice, Edward Byrne Memorial, Justice Assistance Grant to assist eligible governmental bodies to prevent, prepare for, and respond to the novel coronavirus (COVID-19).

Requested By:

Paul F. Williams 6/23/20
Department Head Date

Approved By:

D. Hall 6/23/20
Director of Finance Date

City Manager Date

Authorization:

Council Bill No. 2020-146
Ordinance No.
1st Reading
2nd Reading
Journal Imp No.

One-rdg. _____
P. Hrngs. _____
Pgs. 6
Filed: 06-23-20

Sponsored by: Ollis

First Reading: _____ Second Reading: _____

COUNCIL BILL 2020- 147 SPECIAL ORDINANCE _____

AN ORDINANCE

APPROVING the plans and specifications for the construction of Landfill Facility Improvement, Phases 1, 2, and 3, at the Noble Hill Sanitary Landfill; accepting the bid of Carson-Mitchell, Inc., in the amount of $5,016,632.00 for the project; authorizing the City Manager, or his designee, to enter into contracts necessary for completion of said Landfill Facility Improvements; and approving a budget adjustment for the amount of the bid, plus a contingency, to amend the budget for the Department of Environmental Services Solid Waste Fund for Fiscal Year 2020-2021 by appropriating reserves of said fund in the amount of $6,250,000.00.

WHEREAS, the City's Nobile Hill Sanitary Landfill (hereinafter "Landfill") expansion, approved by the Missouri Department of Natural Resources in March 2018, will extend the life of the Landfill by 50-75 years; and

WHEREAS, the existing scale house and entrance to the Landfill have been in place for over 25 years and need updating, to replace the scales that are currently failing and improve site security (hereinafter "Landfill Facility Improvements"); and

WHEREAS, development of the Landfill Facility Improvements, Phases 1, 2 and 3, began in 2018 with a detailed design completed in 2019; and

WHEREAS, the Landfill Facility Improvements have been in the City's approved Capital Improvement Program since 2017; and

WHEREAS, once completed, the Landfill Facility Improvements will improve customer service and safety by providing better customer access, improved site security, and will provide for more effective equipment maintenance and storage.

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 Landfill Facility Improvements, Phases 1, 2, and 3, and accepts the bid of Carson-Mitchell. Inc., for the Improvements, at the price and sum of $5,016,632, plus a contingency, for the cost of labor, materials, engineering, abstracting, and work necessary for the design, permitting, construction, and construction oversight of the Landfill Facility Improvements, except as said sum and price may be lawfully increased or decreased by the actual quantities of work units involved.

Section 2 – The City Manager, or his designee, is hereby authorized to enter into a contract with said bidder for such work, in accordance with the terms of the bid, the plans, and the specifications prepared by the Director of Environmental Services and the ordinances and resolutions of the City governing the construction, and to approve a bond from the contractor for labor, materials, and performance, provided said contracts are approved by the City Attorney or designee, and to do all things necessary to carry out the intent of this Ordinance.

Section 3 – All workers performing work on the Landfill Facility Improvements, Phases 1, 2, and 3, 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 4 – The Fiscal Year 2020-2021 budget 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. 002, a copy of which is attached hereto and incorporated herein by reference as “Exhibit A.”

Section 5 – City Council hereby finds that the budget adjustment made above has been recommended by the City Manager.

Section 6 – The City Manager is directed to cause the appropriate accounting entries to be made in the books and records of the City.

Section 7 – 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: _____, Deputy City Attorney

Approved for Council action: _____, City Manager

EXPLANATION TO COUNCIL BILL 2020-147

FILED: 06-23-20

ORIGINATING DEPARTMENT: Environmental Services

PURPOSE: Approving the plans and specifications for the construction of Landfill Facility Improvement, Phases 1, 2, and 3, at the Noble Hill Sanitary Landfill; accepting the bid of Carson-Mitchell, Inc., in the amount of $5,016,632.00 for the project; authorizing the City Manager, or his designee, to enter into contracts necessary for completion of said Landfill Facility Improvements; and approving a budget adjustment for the amount of the bid, plus a contingency, amending the budget for the Department of Environmental Services Solid Waste Fund for Fiscal Year 2020-2021 by appropriating reserves of said fund in the amount of $6,250,000.00.

BACKGROUND INFORMATION: Development of the Landfill Facility Improvements began in 2018 and detailed design was completed in 2019 in response to Missouri Department of Natural Resource's approval of the landfill expansion. This project is included in the City's Capital Improvement Program as projects 17-0098 and 17-0101.

REMARKS:

1. When constructed, these projects will provide an updated landfill entrance including new signage, new scale house, and new scales to replace the currently failing scales which are over 25 years old.

2. When constructed, this project will improve site security, improve customer access, provide for better equipment maintenance and storage, and expand employee facilities.

3. The costs of construction and long-term care of these improvements will be recovered from landfill tipping fees during its useful life.

4. Plans, specifications, and a cost estimates have been prepared and are on file.

5. The project was advertised on DemandStar.com April 16, 2020 through June 3, 2020.

6. Bids were opened by the City Purchasing Department on Wednesday, June 3, 2020, at 3:00 p.m. The following bids were received:

CONTRACTOR	BID AMOUNT
Carson-Mitchell, Inc.	$5,016,632.00
Crossland Construction Co., Inc.	$5,071,000.00
Project Cost Estimate	$4,662,540.50

7. Bids were approximately 8% over the initial cost estimate due to additional work and materials that were added during the addendum process and not accounted for in the initial cost estimate. These changes were necessary to comply with state law and address materials and supply uncertainties associated with COVID-19.

8. The requested budget adjustment of $6,250,000 includes the construction contract amount, contingency, permitting, construction oversight, and additional materials that will be utilized for construction.

Environmental Services supports this project and acceptance of this bid because it continues the mission of the voter approved Integrated Solid Waste Management System ("ISWMS") to provide environmentally and economical solid waste management to the Citizens of Springfield.

RECOMMENDATIONS: The Department of Environmental Services recommends approval of this Council bill and budget adjustment.

Recommended by:

Erick Roberts
Superintendent of Solid Waste

Submitted by:

Errin Kemper, P.E.
Director of Environmental Services

Approved by:

Jason Gage,
City Manager

CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Exhibit A

Budget Adjustment
002

Revenues:

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

Expenditures:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
55010	08	33520	509110	000000	00000	$ 6,250,000	Landfill Facility Improvements Phases 1, 2, and 3
Net Expenditure Adjustment						6,250,000	

Fund Balance Appropriation:

Fund		Title	Amount
55010	08	Solid Waste Management Enterprise Func	(6,250,000)

Explanation: To amend the FY2020-21 budget by appropriating reserves of the Solid Waste Enterprise Fund for the funding of Landfill Facility Improvements Phases 1, 2 and 3.

Requested By:

6/23/20
Department Head Date

Approved By:

6/23/20
Director of Finance Date

City Manager Date

Authorization:

Council Bill No. 2020-147
Ordinance No.
1st Reading
2nd Reading
Journal Imp No.

One-rdg. _____
P. Hrngs. _____
Pgs. 7
Filed: 06-23-20

Sponsored by: McGull

First Reading: _____ Second Reading: _____

COUNCIL BILL 2020 - 148 GENERAL ORDINANCE _____

AN ORDINANCE

AMENDING the Springfield City Code, Chapter 2, 'Administration,' Article VI, 'Finances,' Division 2, 'Purchasing,' Section 2-401, 'Purchasing Manual adopted,' by adding Section 13-3.104(5)(C) for the purpose of allowing the use of the "Construction Manager at Risk " contracting processes.

WHEREAS, the Construction Manager at Risk ("CMAR") bidding and contracting process provides a unique relationship between Owner, Designer, General Contractor and sub-contractors bringing together multiple disciplines early in the project to deliver better overall value in particular construction projects; and

WHEREAS, use of this process was authorized by the State of Missouri in 2016 with the passage of 67.5050 RSMo.; and

WHEREAS, staff believe the ability to utilize this process will be of benefit as the City embarks on several major development projects.

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

Section 1 – City Council hereby amends the Springfield City Code, Chapter 2, 'Administration,' Article VI, 'Finances,' Division 2, 'Purchasing,' Section 2-401, 'Purchasing Manual adopted,' by adding to Chapter 1, 'Legal Basis, Policies and Organization of the Purchasing System,' 13-3.104 'Regulations Governing Competitive Bidding,' section (5)(C), as set forth in "Exhibit A," attached hereto and incorporated herein by reference.

Section 2 – Savings Clause. Nothing in this Ordinance shall be construed to affect any suit or proceeding now pending in any court or any rights acquired or liability incurred nor any cause or causes of action occurred or existing, under any act or ordinance repealed hereby. Nor shall any right or remedy of any character be lost, impaired, or affected by this Ordinance.

Section 3 – Severability Clause. If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason held to be invalid, such decision shall not

affect the validity of the remaining portions of this Ordinance. City Council hereby declares that it would have adopted the Ordinance and each section, subsection, sentence, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared invalid.

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

Passed at meeting: _____

_____
Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: _____, Assistant City Attorney

Approved for Council action: _____, City Manager

EXPLANATION TO COUNCIL BILL 2020-148

FILED: 06-23-20

ORIGINATING DEPARTMENT: Public Works

PURPOSE: Amending the Springfield City Code, Chapter 2, 'Administration,' Article VI, 'Finances,' Division 2, 'Purchasing,' Section 2-401, 'Purchasing Manual adopted,' by adding Section 13-3.104(5)(C) for the purpose of allowing the use of the "Construction Manager at Risk " contracting processes.

BACKGROUND INFORMATION: Construction Manager at Risk, ("CMAR"), is a project delivery method that fosters a more collaborative relationship among the architect/engineer, owner, and contractor during the design and construction of a capital improvement project. This method of project delivery has been used for many years in the private industry, but state statutes were only recently revised in 2016 allowing political subdivisions to utilize this method. This method offers some advantages over the Design-Bid-Build method that the City has traditionally employed. Some of the advantages include integrating input from a contractor on constructability and construction costs as well as the ability to begin portions of the construction early to compress the overall project schedule. Incorporating this method into the Purchasing Manual will give the City another tool in its toolbox that may be beneficial for larger and more complex projects. The revisions to the Purchasing Manual are consistent with the provisions in the state statutes (RSMo 67.5050).

Supports the following City Council Priorities:

- Fiscal Sustainability
- Economic Vitality

REMARKS: None

Submitted by:

Martin Gugel, Assistant Director of Public Works

Recommended by:

Dan Smith, Director of Public Works

Approved by:

Jason Gage, City Manager

Exhibit A

Language to be added is underlined. Language to be deleted is ~~stricken~~.

13-3.104 REGULATIONS GOVERNING COMPETITIVE BIDDING

5. Bidding Methods – Informal or formal bids exceeding $5,000.00 may be made utilizing either of two methods:

(C) CONSTRUCTION MANAGER AT RISK ("CMAR")

1) When appropriate for the project such as, but not limited to: civil works projects such as roads, streets, bridges, utilities, water supply projects, water plants, wastewater plants, water distribution and wastewater conveyance facilities, airport runways and taxiways, storm drainage and flood control projects, or transit projects commonly designed by professional engineers in excess of two million dollars total project cost; and noncivil works projects such as buildings, site improvements, and other structures, habitable or not, commonly designed by architects in excess of three million dollars total project cost and subject to the terms and conditions set forth herein, the City may use the process known as "Construction Manager At Risk".

2) DEFINITIONS:

As used in this section, the following terms mean:

a. "Construction manager", the legal entity that proposes to enter into a construction management-at-risk contract under this section.

b. "Construction manager-at-risk", a sole proprietorship, partnership, corporation, or other legal entity that assumes the risk for the construction, rehabilitation, alteration, or repair of a project at the contracted price as a general contractor and provides consultation to the City regarding construction during and after the design of the project.

c. "Guaranteed Maximum Price" (GMP), shall mean the costs necessarily incurred by the Construction Manager for the proper performance of the Work and based on a defined scope of work. The GMP will typically include costs for preconstruction services, contractor's fee including office expenses, overhead, and profit, construction costs including general conditions work, materials, subcontractors, supplies, owner's contingency, and other costs necessary to deliver a specific project complete and accepted by the City. General conditions costs are generally defined as the those incurred by the contractor for their onsite

supervision, inspections, coordination, and managing of the work, as well as equipment, utilities, facilities, bonds, insurance, labor, etc. The GMP will typically not include professional design services.

d. "Total Project Cost", shall mean any and all costs necessary for the successful completion of the project. These may include but are not limited to expenses incurred for planning, design, land and easement acquisition, permitting, bidding, administration, construction, inspection, and other applicable costs which are essential to complete the project.

3) For each project for which CMAR is being used, the City Council shall disclose such at a regular meeting and announcing its selection criteria at least one week prior to the publication of the request for qualifications.

4) The City shall select, based upon the qualifications in 8.285 to 8.291 RSMo., a primary engineer or architect before or concurrent with the selection of the CMAR to prepare the construction documents for the project in compliance with all state laws and professional standards. The primary engineer or architect may not serve in any capacity as the CMAR but is not prohibited from providing customary construction administration services as part of their job duties and in accordance with applicable licensing laws.

5) Nothing herein shall be construed to prohibit the City from contracting with or engaging independent/third party inspection, testing and engineering services necessary for acceptance of the project.

6) Procedure: Projects utilizing the CMAR project delivery method shall be in two parts: selection of the CMAR, followed by engagement of contractors and sub-contractors. Both steps are to be publicly advertised and procured in accordance with state law, City Charter, and City code.

   Publication for the request for qualifications or proposals shall be by publication in a newspaper of general circulation published in Greene County once a week for two consecutive weeks prior to opening the proposals or qualifications submissions or by a virtual notice procedure that notifies interested parties for at least twenty various purchases, design contracts, construction contracts, or other contracts each year for the City.

   a) Selection of CMAR. After, but at least one week following, the Council's announcement of its intent to use CMAR on a particular project, the City shall solicit a request for qualifications (RFQ). The RFQ at a minimum shall include general information on the project site, project scope, schedule, selection criteria, and the time and place for receipt of qualifications, and other information that may assist the City in its selection of a CMAR.

The City shall state the selection criteria in the request for qualifications. The selection criteria may include the construction manager's experience, past performance, safety record, proposed personnel and methodology, and other appropriate factors that demonstrate the capability of the CMAR. The Director of the Department, which is procuring the CMAR, shall promulgate such rules and regulations needed to identify selection criteria based upon the type of project. No fees or prices shall be included in the initial response.

b) After review, the City may request that five or fewer construction managers, selected solely on the basis of qualifications, provide additional information as part of a request for proposals (RFP). RFP's at a minimum shall include a description of the scope of work, design guidelines, project goals, applicable deadlines, budget, selection criteria, time and place for receipt of proposals, and other information that may assist the City in its selection of a CMAR. CMAR's shall also include their proposed fee and price for fulfilling the general conditions.

   Qualifications shall account for a minimum of forty percent of the evaluation. Cost shall account for a maximum of sixty percent of the evaluation.

7) For each step, the City shall receive, publicly open, and read aloud the names of the construction managers. Within forty-five days after the date of opening the proposals or qualification submissions, the City or its representative shall evaluate and rank each proposal or qualification submission submitted in relation to the criteria set forth in the request for proposals or request for qualifications. The City shall interview at least two of the top qualified offerors as part of the final selection.

8) City shall select the construction manager that submits the proposal that offers the best value for the City based on the published selection criteria and on its ranking evaluation.

   The City or its representative shall first attempt to negotiate a contract with the selected construction manager. If the City or its representative is unable to negotiate a satisfactory contract with the selected construction manager, the City or its representative shall, formally and in writing, end negotiations with that construction manager and proceed to negotiate with the next construction manager in the order of the selection ranking until a contract is reached or negotiations with all ranked construction managers end.

9) After the City has entered into a contract with the CMAR, the City shall publicly advertise for bids or proposals from trade contractors or subcontractors for the performance of all major elements of the work other than the minor work that may be included in the general conditions. A

construction manager-at-risk may seek to perform portions of the work itself if the construction manager-at-risk submits its sealed bid or sealed proposal for those portions of the work in the same manner as all other trade contractors or subcontractors. The City shall have the authority to restrict the construction manager-at-risk from submitting bids to perform portions of the work. All sealed bids or proposals shall be submitted at the time and location as specified in the advertisement for bids or proposals and shall be publicly opened and the identity of each bidder and their bid amount shall be read aloud.

10) The construction manager-at-risk and the City shall review all trade contractor, subcontractor, or construction manager-at-risk bids or proposals in a manner that does not disclose the contents of the bid or proposal during the selection process to a person not employed by the construction manager-at-risk, engineer, architect, or City involved with the project. If the construction manager-at-risk submitted bids or proposals, the City shall determine if the construction manager-at-risk's bid or proposal offers the best value for the City. After all proposals have been evaluated and clarified, the award of all subcontracts shall be made public.

11) If the construction manager-at-risk reviews, evaluates, and recommends to the City a bid or proposal from a trade contractor or subcontractor but the City requires another bid or proposal to be accepted, the City shall compensate the construction manager-at-risk by a change in price, time, or guaranteed maximum cost for any additional cost and risk that the construction manager-at-risk may incur because of the City's requirement that another bid or proposal be accepted.

12) If a selected trade contractor or subcontractor materially defaults in the performance of its work or fails to execute a subcontract after being selected in accordance with this section, the construction manager-at-risk may itself, with approval of the City, and without further advertising, fulfill the contract requirements or select a replacement trade contractor or subcontractor to fulfill the contract requirements.

13) The penal sums of the performance and payment bonds delivered to the City shall each be in an amount equal to the fixed contract amount or guaranteed maximum price. The construction manager-at-risk shall deliver the bonds not later than the tenth day after the date the fixed contract amount or guaranteed maximum price is established.

One-rdg. _____
P. Hrngs. _____
Pgs. 12
Filed: 06-23-20

Sponsored by: Simpson

First Reading: _____ Second Reading: _____

COUNCIL BILL 2020-149 SPECIAL ORDINANCE _____

AN ORDINANCE

APPROVING the plans and specifications for the Battlefield Road and Delaware Avenue Signal Replacement Project; accepting the bid of Ewing Signal Construction, LLC, in the amount of $125,773.33 for the project; and authorizing the City Manager, or his designee, to enter into a contract with such bidder.

_____

WHEREAS, the Battlefield Road and Delaware Avenue Signal Replacement Project, Plan No. 2018PW0059T, will replace three of the four existing traffic signals and reconstruct sidewalks to ADA standards; and

WHEREAS, bids for this Project were solicited by advertisement in *The Daily Events* from May 15, 2020, through May 19, 2020, and all bids were opened on June 2, 2020; and

WHEREAS, Ewing Signal Construction, LLC, is the lowest responsive and responsible bidder for the Project.

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 Project generally referred to as Plan No. 2018PW0059T, and accepts the bid of Ewing Signal Construction, LLC, for said Project, at the price and sum of $125,773.33, except as said sum may be lawfully increased or decreased by the actual quantities of work units involved.

Section 2 – The City Manager, or his designee, is hereby authorized to enter into a contract with said bidder, said contract to be in substantially similar form to the document attached hereto, and incorporated herein by this reference, as “Exhibit B,” and in accordance with the terms of the bid, the plans, and the specifications.

Section 3 – All workers performing work under the contract attached hereto as "Exhibit B," 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 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 2020-149

FILED: 06-23-20

ORIGINATING DEPARTMENT: Public Works

PURPOSE: Approving the plans and specifications for the Battlefield Road and Delaware Avenue Signal Replacement Project; accepting the bid of Ewing Signal Construction, LLC, in the amount of $125,773.33 for the project; and authorizing the City Manager, or his designee, to enter into a contract with such bidder.

BACKGROUND INFORMATION: The project consists of replacing the existing traffic signal equipment, and reconstructing sidewalks on three corners at the intersection to meet ADA standards. The northeast corner was recently improved in 2018 as part of public improvements associated with private redevelopment.

Bids were solicited for this project by advertising in *The Daily Events* from May 15, 2020 through May 19, 2020. Bids were opened on June 2, 2020, at 10:30 a.m., with the following bid received:

Contractor	Bid Amount
Ewing Signal Construction, LLC	$125,773.33
Engineer's Estimate	$105,881.45

The bid, if accepted, will be funded from the 1/4-Cent Capital Improvement Sales Tax Program and the funds are already budgeted.

Supports the following 2020 City Council Core Priorities:

- Quality of Place
- Economic Vitality
- Public Safety

REMARKS: Public Works recommends acceptance of the bid from Ewing Signal Construction, LLC as the lowest responsible bid and passage of this ordinance.

Submitted by:

Kirk Juranas, Assistant Director of Public Works

Recommended by:

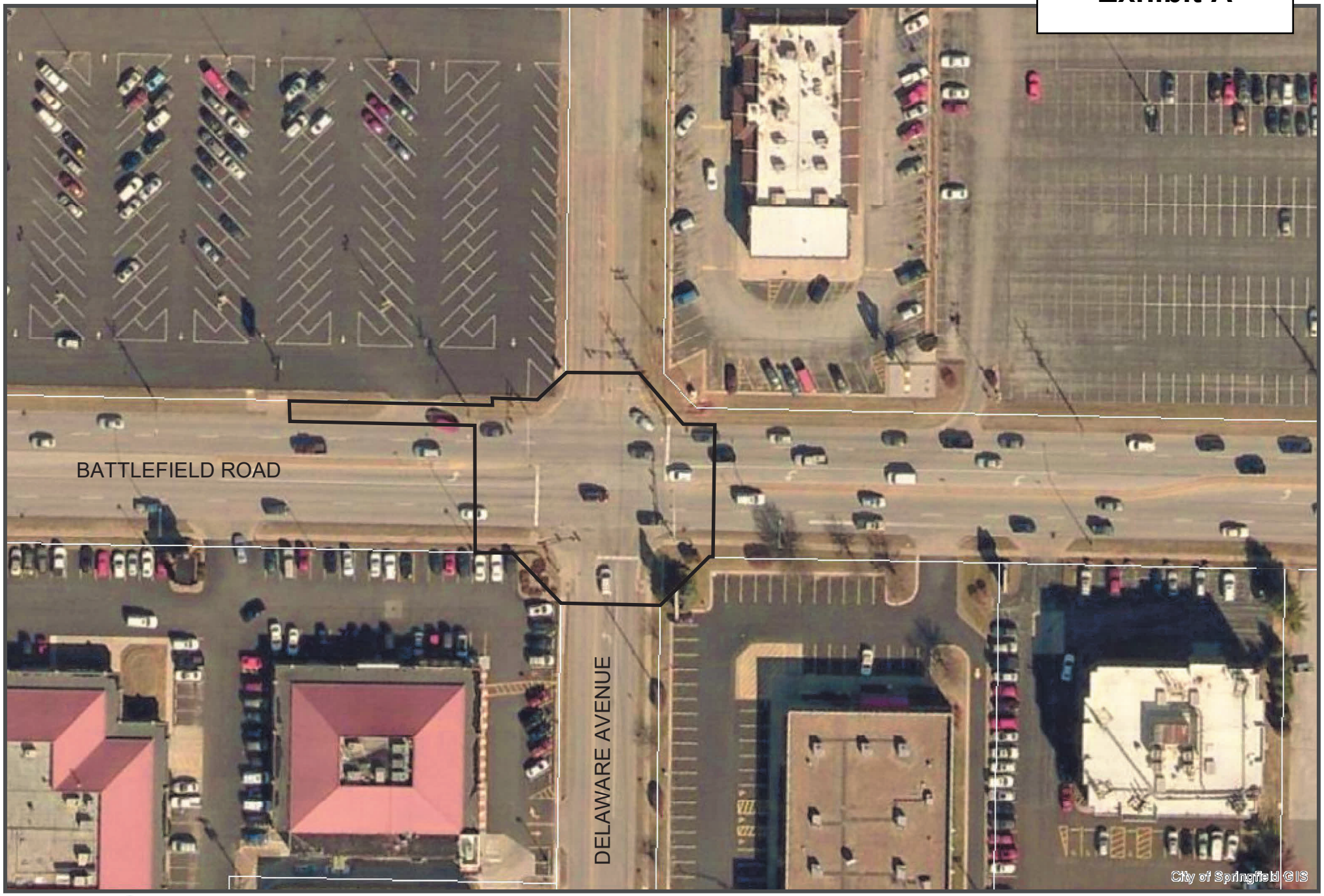
Dan Smith, Director of Public Works

Approved by:

Jason Gage, City Manager

Battlefield Road & Delaware Ave

Exhibit A



CITY OF Springfield
(417) 864-1000

0 45 90 180
ft

PLAN #2018PW0059T

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.

6/10/2020

Exhibit B

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	**NAME:** **EWING SIGNAL CONSTRUCTION, LLC**
840 BOONVILLE, P.O. BOX 8368	**ADDRESS:** **1730 N. GREGORY DR.**
SPRINGFIELD, MO 65802	**NIXA, MO 65714**
PHONE: **(417) 864-1167** **FAX:** **(417) 864-1176**	**PHONE:** **(417) 724-9405**
ATTN: **TOM DANCEY, P.E., PTOE**	**FAX:** **(417) 724-9929**
DEPT.: **PUBLIC WORKS — TRANSPORTATION MGMT.**	**ATTN:** **DAVID EWING**

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:

Battlefield Road & Delaware Avenue
Signal Replacement
(Plan No. 2018PW0059T)

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 45 calendar days from the date Contractor is ordered to proceed, which order shall be issued by the Director of Public Works within 30 days after the date of this contract.

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, insurance of such types and in such amounts as may be necessary to protect it and the interests of the City of Springfield 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. 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

Such policies shall name the City as an additional insured, with limits of liability not less than the sovereign immunity limits for Missouri public entities calculated by the Missouri Department of Insurance as of January 1 each calendar year and published annually in the Missouri Register pursuant to Section 537.610, RSMo.
(See, http://insurance.mo.gov/industry/sovimmunity.php)

As of January 1, 2020, 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 Two Million Nine Hundred Five Thousand Six Hundred Sixty-four Dollars and no/100 Dollars ($2,905,664.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Thirty-five Thousand Eight Hundred Forty-nine and no/100 Dollars ($435,849.00) with respect to injuries and/or death of any one person in a single occurrence and an amount not less than at least $1,000,000 for all claims to property arising out of a single occurrence and at least $100,000 to any one owner with respect to damages to property. 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 Two Million Nine Hundred Five Thousand Six Hundred Sixty-four Dollars and no/100 Dollars ($2,905,664.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Thirty-five Thousand Eight Hundred Forty-nine and no/100 Dollars ($435,849.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

d. 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.

e. Subcontracts. In case any or all of this work is sublet, the Contractor shall require the subcontractor to procure and maintain all insurance required 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 through insurance against applicable hazards or risks and shall, upon request of the City, provide evidence of such insurance.

f. 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.

g. 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. Performance, Labor, and Materials Payment Bond: The Contractor shall furnish a Performance Bond and a Labor and Materials Payment Bond with surety approved by the City and on the forms approved by the City, each bond shall be in the amount of **One Hundred Twenty-Five Thousand Seven Hundred Seventy-Three Dollars and Thirty-Three Cents ($125,773.33)** conditioned upon the full and faithful performance of all major terms and conditions of this contract and payment of all labor and material suppliers. It is further mutually agreed between the parties hereto that if at any time after the execution of this agreement and the surety bond(s) hereto attached for its faithful performance and payment of labor and material suppliers, the City shall deem the surety or sureties upon such bond(s) to be unsatisfactory, or if, for any reason, such bond(s) ceases to be adequate to cover the performance of the work, the Contractor shall, at its expense, within five (5) days after the receipt of notice from the City to do so, furnish an additional bond or bonds, in such form and amount, and with such surety or sureties as shall be satisfactory to the City. In such event no further payment to the Contractor shall be deemed to be due under this contract until such new or additional security for the faithful performance of the work and the payment of labor and material suppliers shall be furnished in a manner and form satisfactory to the City. The corporate surety on any performance or payment bond must be licensed by the State of Missouri and if the required bond exceeds $25,000.00 must be listed in United States Treasury Circular 570.

5. 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.

6. 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.

7. 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 $500 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.

8. 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.

9. 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.

10. 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.

11. 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.

12. 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.

13. 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.

14. 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.

15. 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 **One Hundred Twenty-Five Thousand Seven Hundred Seventy-Three Dollars and Thirty-Three Cents ($125,773.33)** 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.

16. 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 (07-01-13 Revised Edition)
- **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.

17. 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.

18. 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.

19. 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.

20. 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.

21. 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.

22. 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.

23. 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.

24. 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).

25. 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.

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.

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

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

One-rdg. _____
P. Hrngs. _____
Pgs. 4
Filed: 06-23-20

Sponsored by: Hosmer

First Reading: _____ Second Reading: _____

COUNCIL BILL 2020 - 150 GENERAL ORDINANCE _____

AN ORDINANCE

AMENDING the Springfield City Code, Chapter 54, 'Fire Prevention and Protection,' Article II, 'Fire Prevention Code,' Section 54-32, 'Amendments and additions,' by adding specific local amendments to Section 320 of the 2018 International Fire Code, relating to Landscaping Materials.

WHEREAS, on July 2, 2018, City Council adopted the 2018 Edition of the International Fire Code ("Fire Code") by General Ordinance 6463; and

WHEREAS, the Fire Department regularly identifies opportunities for improved safety and has determined that certain alterations of the Fire Code are appropriate to meet the needs of the community; and

WHEREAS, over the past 10 years, the Fire Department has noted multiple fires beginning and spreading in combustible landscaping materials; and

WHEREAS, fires in structures beginning and spreading in combustible landscaping materials have endangered the lives of citizens and firefighters and have caused nearly $700,000 in damages; and

WHEREAS, the Fire Department recommends that to prevent future danger to citizens, firefighters, and property within the City that the proposed revisions to the Fire Code relating to landscaping materials be adopted.

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

(NOTE: Underlined language is to be added. Language to be removed is ~~stricken~~.)

Section 1 – City Council hereby amends the Springfield City Code, Chapter 54 'Fire Prevention and Protection,' Article II, 'Fire Prevention Code,' Section 54-32, 'Amendments and additions,' Section 320, 'Landscaping Materials,' to read as set forth in "Exhibit A," which is attached hereto and incorporated herein as if copied verbatim.

Section 2 – Severability Clause. If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason held to be invalid, such decision shall not affect the validity of the remaining portions of this Ordinance. City Council hereby declares that it would have adopted the Ordinance and each section, subsection, sentence, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared invalid.

Section 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: _____, Assistant City Attorney

Approved for Council action: _____, City Manager

EXPLANATION TO COUNCIL BILL 2020-150

FILED: 06-23-20

ORIGINATING DEPARTMENT: Fire

PURPOSE: Amending the Springfield City Code, Chapter 54, 'Fire Prevention and Protection,' Article II, 'Fire Prevention Code,' Section 54-32, 'Amendments and additions,' by adding specific local amendments to Section 320 of the 2018 International Fire Code, relating to Landscaping Materials.

BACKGROUND INFORMATION: Over the past 10 years, the Fire Department has noted multiple fires beginning and spreading in combustible landscaping materials. An estimated dollar loss of nearly $700,000 was associated with these fires that included multiple structures. Fires in structures have endangered citizens and fire personnel as they burned and were extinguished. The Fire Department seeks to add specific local amendments to section 320 of the 2018 International Fire Code, relating to Landscaping Materials.

Section 320 Landscaping Materials defines types of landscaping materials and specifies locations and clearances where combustible landscaping materials may be placed relative to commercial structures and discarded smoking material receptacles.

REMARKS: The Fire Department has presented and received supportive feedback for the proposed changes from the Growth and Development Advisory Council, Building Development Services and the Planning and Zoning Commission.

Submitted by:

David Pennington, Fire Chief

Approved by:

Jason Gage, City Manager

Exhibit A

Section 320
Landscaping Materials

320.1 General. Structures utilizing landscaping materials applied adjacent to the exterior of the building shall comply with the requirements of this section. Existing structures undergoing expansion or remodel are only required to bring new sections of the building into compliance with this section.

Exceptions:

1. One-and two-family dwellings,
2. Residential occupancies with 6 or less dwelling units

320.2 Definitions.

Combustible landscaping material/mulch: describes any of the following materials, regardless of individual chip size. Materials include, but are not limited to, the following organic materials: mulch and wood chips, pine needles, leaves, and cut grass clippings or any other combustible material.

Shredded rubber, although in-organic, is included as combustible landscaping material for the purposes of this section.

Noncombustible landscaping materials include but are not limited to: rock or pea stone and brick chips. Alternative noncombustible landscaping materials shall be approved by the *fire code official* prior to use.

320.3 Grass. Use of viable and living grass/sod is allowed at any proximity.

320.4 Clearances. Where landscaping material is used around a building, the following clearances shall be maintained.

1. Combustible landscaping material/mulch shall not be placed within 18 inches (457 mm) of any commercial structure. Non-combustible landscaping material is allowed at any proximity.

2. Combustible landscaping materials/mulch shall be maintained so there is not less than 18 inches (457 mm) radius of horizontal clearance around gas meters. Non-combustible landscaping material is allowed at any proximity.

320.5 Receptacles for Discarded Smoking Materials. Where combustible landscaping material/mulch is utilized, receptacles for discarded smoking materials shall meet the following:

1. Receptacles shall be placed not closer than 18” (457 mm) from combustible landscape material/mulch plots.

2. Receptacles for the disposal of smoking materials shall be regularly emptied.

One-rdg._____
P. Hrngs. _____
Pgs. 12
Filed: 06-23-20

Sponsored by: Schilling

First Reading: _____ Second Reading: _____

COUNCIL BILL 2020-151 SPECIAL ORDINANCE _____

AN ORDINANCE

AUTHORIZING the City Manager, or his designee, to enter into an Agreement for Encroachment License with Three-D Development, LLC, for the purpose of allowing an encroachment onto City rights-of-way for the placement of a ramp and landing that meets Americans with Disabilities Act guidelines on property located at 401 South Avenue, under the same terms and conditions as encroachments are permitted on City rights-of-way under Chapter 98, Article VII of the Springfield City Code.

_____

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

Section 1 – The City Manager, or his designee, is hereby authorized to enter into an Agreement for Encroachment License with Three-D Development, LLC, for the purpose of allowing an encroachment onto City rights-of-way for the placement of a ramp and landing, said agreement to be substantially under the same terms and conditions as encroachments permitted under Chapter 98, Article VII of the Springfield City Code and to be substantially in the form and content as that document attached hereto and incorporated herein by reference as “Exhibit 1.”

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

Passed at meeting: _____

_____
Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: _____, Assistant City Attorney

Approved for Council action: _____, City Manager

EXPLANATION TO COUNCIL BILL 2020-151

FILED: 06-23-20

ORIGINATING DEPARTMENT: Public Works

PURPOSE: Authorizing the City Manager, or his designee, to enter into an Agreement for Encroachment License with Three-D Development, LLC, for the purpose of allowing an encroachment onto City rights-of-way for the placement of a ramp and landing that meets Americans with Disabilities Act guidelines on property located at 401 South Avenue, under the same terms and conditions as encroachments are permitted on City rights-of-way under Chapter 98, Article VII of the Springfield City Code.

BACKGROUND INFORMATION: Three D Development, LLC, has an infill project in a portion of their building at the corner of Walnut Street and South Avenue. This portion of the building will be sectioned off from the remainder of the building and will not have an accessible entrance. To have an accessible entrance and meet the requirements of the Americans with Disabilities Act, a ramp will need to be constructed along the sidewalk to the entrance of their building.

The License Agreement permits the property owner to reconstruct and maintain the ramp and landing into their building for accessible ingress/egress. An accessible pedestrian access route will remain along the sidewalk for pedestrians to be able to safely maneuver around the ramp.

Proof of insurance has been received by the Department of Public Works to protect the interests of the City of Springfield in connection with this project. There is no financial impact to the City.

Supports the following City Council Priorities:

- Public Safety
- Economic Vitality
- Quality of Place

REMARKS: Public Works recommends approval of this Council bill.

Submitted by:

_____

Martin Gugel, Assistant Public Works Director

Recommended by:

Dan Smith, Director of Public Works

Approved by:

Jason Gage, City Manager

Exhibit 1

ROUTING ORDER	(1) OWNER	(2) PUBLIC WORKS TRAFFIC ENGINEERING	(3) FINANCE DEPARTMENT
(4) LAW DEPARTMENT	(5) PUBLIC WORKS	(5) CITY MANAGER'S OFFICE	(6) CITY CLERK'S OFFICE
EFFECTIVE DATE	TERMINATION DATE	CONTRACT NUMBER:	

CITY	OWNER
CITY OF SPRINGFIELD 840 BOONVILLE, P.O. BOX 8368 SPRINGFIELD, MO 65802 PHONE: (417) 864-1863 FAX: (417) 864-1057 ATTN: MARTIN GUGEL DEPT: PUBLIC WORKS	NAME: THREE D DEVELOPMENT, LLC ADDRESS: P.O. BOX 3666 SPRINGFIELD, MO 65808 PHONE: 417-839-6595 EMAIL: mdock@modoco.com ATTN: MORRIS DOCK

AGREEMENT FOR ENCROACHMENT LICENSE

THIS AGREEMENT, made and entered into this _____ day of _____, 20__, by Owner Grantee identified above, hereinafter "Owner," and the City of Springfield, Missouri, a municipal corporation, Grantor, hereinafter "City."

1. City, in consideration of the covenants and agreements hereinafter contained, to be kept and performed by Owner, hereby grants permission to Owner to erect, install and maintain a landing, ramp, handrail and stair for ADA access into Owner's building on City property at the location shown on ***Exhibit A*** abutting Owner's real property at 401 South Avenue, legally described on ***Exhibit B***. Owner shall erect, install, construct and maintain in good repair the encroachment in strict accordance with the terms and conditions of the permit issued by the City Building Development Services Department, Chapter 98, Article VII of the Springfield City Code and all other applicable codes of the City, State and Federal laws and regulations.

2. All signs and markings on the encroachment shall conform to the approved permit and shall not be altered. Owner grants an irrevocable license to City to enter upon the property identified on ***Exhibit B*** as may be necessary to allow City to remove the encroachment in the event Owner fails to comply with the provisions of Chapter 98, Article VII of the Springfield City Code; or fails to comply with any of the terms of this license; or fails to remove the encroachment upon termination of this license. Owner

consents that in such event City may place a lien on the property for the reasonable cost of removal of the encroachment. An encroachment that is not removed by Owner at the end of the term or after notice of violation of the conditions of the license shall be deemed to be a public nuisance and may be abated at Owner's cost.

3. Insurance, taxes and assessments. Owner shall at all times during the term of this agreement carry a premises liability insurance policy on the property in an amount not less than the sovereign immunity limits for Missouri public entities calculated by the Missouri Department of Insurance as of January 1 each calendar year and published annually in the Missouri Register pursuant to Section 537.610, RSMo (See, http://insurance.mo.gov/industry/sovimmunity.php). As of January 1, 2020, the minimum coverage for the insurance referred to herein is: Two Million Nine Hundred Five Thousand Six Hundred Sixty-Four and no/100 Dollars ($2,905,664.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Thirty-Five Thousand Eight Hundred Forty-Nine and no/100 Dollars ($435,849.00) with respect to injuries and/or death of any one person in a single occurrence and an amount not less than at least $1,000,000 for all claims to property arising out of a single occurrence and at least $100,000 to any one owner with respect to damages to property resulting from the erection, installation, construction, maintenance, repair or removal of said landing, ramp, and stair over City property with an insurance company qualified to transact business in Missouri and acceptable to City. City shall be an additional named insured on the policy. Owner agrees to furnish City with a certificate of insurance evidencing that Owner will have at all times during the term of this agreement the above required insurance. The first certificate of insurance shall be submitted to City prior to the execution of this license. Thereafter, the certificate of insurance shall be submitted to City annually by no later than the anniversary date of this agreement. All insurance policies shall provide at least thirty (30) days' written notice to be given to City prior to modification or cancellation of such insurance. Such notice shall be mailed to the City Attorney, City of Springfield, P.O. Box 8368, Springfield, MO 65802. Owner further agrees that the proceeds of such insurance policy shall first be used to pay any damages, costs, attorneys fees incurred, or assessed against City, its employees, officers and agents before any award or costs of Owner, its employees, officers or agents is/are paid.

4. This license shall run for a period of twelve months from the date first approved above and shall continue each year thereafter unless City gives 30 days notice of intent not to renew. All obligations of license with respect to insurance and liability shall survive for a period of five (5) years after date of nonrenewal.

5. City shall have the absolute right at its discretion to terminate this license or refuse to allow Owner to continue to have the encroachment over, under or across City's property if City determines that City property is being substantially damaged by the encroachment, or that Owner has failed to maintain the required insurance on file with City, or that the encroachment constitutes a hazard to the traveling public or other persons. City shall furnish Owner with notice requiring removal as is reasonable under the circumstances. After receipt of notice, Owner shall thereafter immediately remove

the encroachment and restore City property to the same or better condition as existed prior to the installation of the encroachment. In the event Owner fails to promptly remove the encroachment and restore the property within the time required by the notice, City may cause the same to be done at the cost of Owner and a lien to be placed upon Owner's abutting real property for the cost of removal.

6. Owner, as a further consideration for the aforesaid license, hereby agrees to defend, indemnify and hold harmless City from any and all claims, demands, causes of action, damages, judgments, costs, attorneys' fees and expenses that City may sustain, incur or become liable for because of loss, destruction or damage to property and/or because of injury or death to any persons resulting from any act, failure to act or negligence of Owner, its contractor or its agents in the erection, installation, construction, maintenance, repair or removal of the encroachment, or by reason of any defects in the design or installation of the encroachment, the location of the encroachment or its placement, collapse, failure or combustion of the encroachment, in whole or in part. Owner agrees to be responsible for all losses, destruction or damage to any property of City arising out of the erection, installation, construction, maintenance, repair or removal of said encroachment, or the failure of Owner to comply fully with Owner's obligations hereunder. Owner further agrees to reimburse City for any fines, costs, damages or attorneys' fees resulting from the presence of the encroachment on the property. In no event shall City be liable to Owner or any third person for damage or injury to Owner's facilities and property placed on City property pursuant to this license or to Owner's real property if City is required to remove the encroachment. The obligation of Owner to indemnify City shall survive the termination of the license as to occurrences taking place prior to removal of the encroachment.

7. The obligations of this license shall run with the land identified in ***Exhibit B*** and shall be binding upon Owner's grantees, heirs, personal representatives, successors and assigns, as long as the encroachment shall remain upon City property.

8. All notices required or permitted herein under and required to be in writing may be given by first class mail addressed to City and Owner at the addresses shown above or by facsimile transmission to the numbers shown. The date of delivery of any notice by mail shall be the date falling on the second full day after the day of its mailing.

9. 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.

10. 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.

11. Any modification and/or replacement of the encroachment must be in accordance with the regulations in effect at the time of such work.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year herein stated.

For the CITY OF SPRINGFIELD, MISSOURI:

By: _____
Director of Public Works or designee

APPROVED AS TO FORM

_____
Assistant City Attorney

ACKNOWLEDGMENT OF CITY

STATE OF MISSOURI)
) ss
COUNTY OF GREENE)

On this ____ day of _____, 20___, before me personally appeared Dan Smith to me personally known, who, being by me duly sworn did say that he is Director of Public Works of the City of Springfield, Missouri, a municipal corporation of the State of Missouri, and that the seal affixed to the foregoing instrument is the corporate seal of said municipal corporation, and that said instrument was signed and sealed in behalf of said municipal corporation by authority of its City Council and said Dan Smith acknowledged said instrument to be the free act and deed of said municipal corporation.

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

_____
Notary Public

_____
My Commission expires:

For OWNER: Three D Development, LLC

By: _____

Print Name and Title: _____

ACKNOWLEDGMENT of LIMITED LIABILITY COMPANY

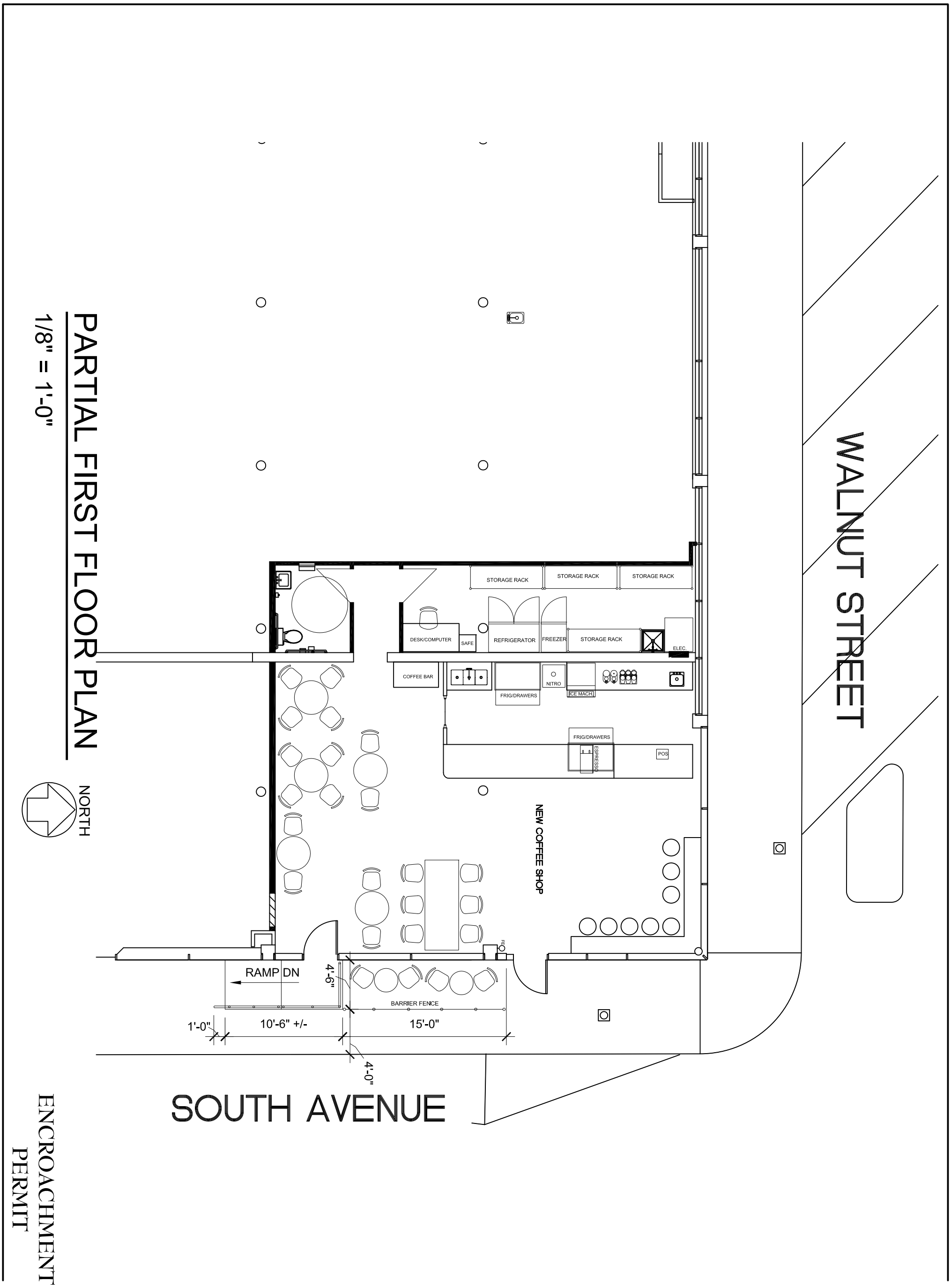
STATE OF MISSOURI)
) ss
COUNTY OF GREENE)

On this _____ day of _____, in the year 20__, before me, a Notary Public in and for said state, personally appeared_____, to me personally known, who, being by me duly sworn did say that he/she is the _____ of _____, a Limited Liability Company of the State of _____, and that said document was signed in behalf of said Limited Liability Company by authority of its _____ and said _____ acknowledged said document to be the free act and deed of said Limited Liability Company and acknowledged to me that he/she executed the same for the purposes therein stated.

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

_____
Notary Public

My Commission expires:
_____



PARTIAL FIRST FLOOR PLAN

1/8" = 1'-0"

NORTH

ENCROACHMENT PERMIT

1 of 1

DATE: 6-9-2020

COMM #

Wheelers Lofts Building:
Seattle Roast-Blue Nile Blend Coffee Shop
401 South Avenue - Suite A Springfield, MO

ESTERLY SCHNEIDER & ASSOCIATES, INC. AIA architects & planners
1736 East Sunshine, Suite 417
Springfield, Missouri 65804
417.862.0558
Fax: 417.862.3265
e-mail: architect@esterlyschneider.com

ACKNOWLEDGMENT OF SUBORDINATION, ATTORNMENT AND NON-DISTURBANCE

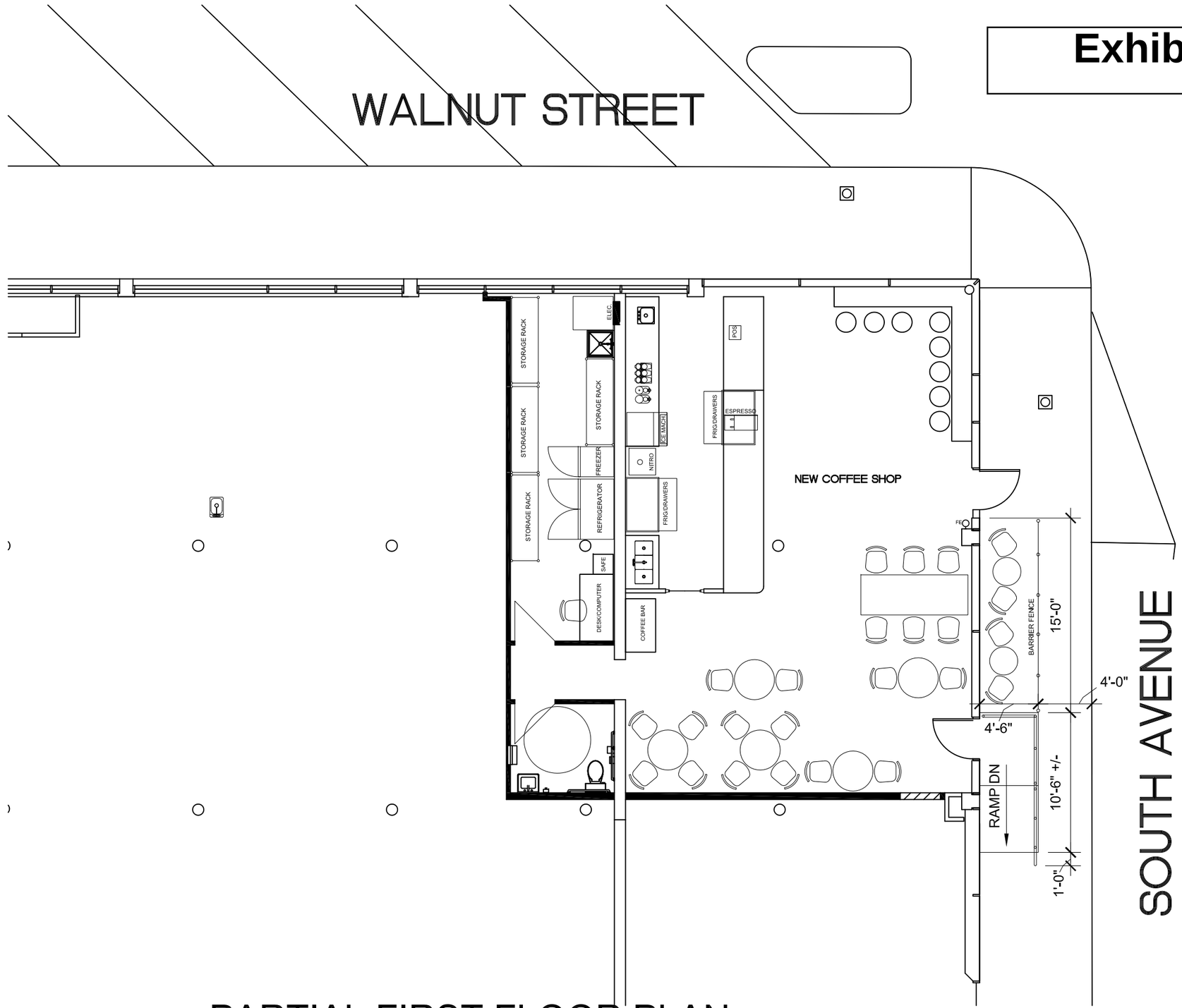
THIS AGREEMENT, is made as of July 8, 2009, by and among **THREE D PROPERTIES, INCORPORATED.**, a Missouri corporation ("*Lessor,*" index as **Grantor**), **RPCS, INC.**, a Missouri corporation ("*Lessee,*" index as **Grantee**), and **EMPIRE BANK** ("*Lender*").

WHEREAS, by Lease dated July 8, 2009, (the "*Lease*"), Lessor leased to Lessee, and Lessee rented from Lessor, the following premises:

> Unit 100, First Floor, Proposed Condominium Plat of Wheelers Lofts Condominium, Lots Sixty-one (61) and Sixty-eight (68) and the East seven and one-half (7.5) feet of Lot Sixty-seven (67), Block Eighteen (18), Original Plat of the City of Springfield, Greene County, Missouri, according to the recorded plat thereof containing approximately 10,010 square feet (the "Premises"), together with the exclusive right to use eighteen (18) designated parking spaces within the Building's parking lot (the "Lessee's Parking Area") and an area for the location of refrigeration units, south of Receiving 100 as set forth in the Plat as a limited common element to the Premises, and together with the right to the use of, in common with other occupants of the Building where the Premises are located (hereinafter referred to as "Building"), the Common Elements of the Property, all as shown on **Exhibit A** which is attached hereto and made a part hereof by this reference.

(the "*Premises*") being a part of the property described both in **Exhibit B** attached hereto and fully incorporated herein and in the Deed of Trust from Lessor to Lender (the Deed of Trust, as the same may be modified, supplemented, extended to, revised from time to time, being hereinafter referred to as the "*Deed of Trust*"), which Deed of Trust is being given to secure the repayment of a loan evidenced by a Promissory Note (the "*Note*") dated November 5, 2008, in the principal sum of One Million Nine Hundred Thirty-Nine Dollars ($1,939,000.00) and recorded on November 10, 2008 in Book 2008 at Page 47053-08, as modified by instrument recorded April 15, 2009 in Book 2009 at Page 15991-09; and

Exhibit B



PARTIAL FIRST FLOOR PLAN

1/8" = 1'-0"

NORTH

ENCROACHMENT PERMIT

1736 East Sunshine, Suite 417
Springfield, Missouri 65804
417.862.0558

Fax: 417.862.3265
e-mail: architect@esterlyschneider.com

ESTERLY SCHNEIDER & ASSOCIATES, INC.
AIA architects & planners

Wheelers Lofts Building:
Seattle Roast-Blue Nile Blend
Coffee Shop
401 South Avenue - Suite A Springfield, MO

COMM #

DATE: 6-9-2020

One-rdg. _____
P. Hrngs. _____
Pgs. 3
Filed: 06-23-20

Sponsored by: Simpson

First Reading: _____ Second Reading: _____

COUNCIL BILL 2020 - 152 SPECIAL ORDINANCE _____

AN ORDINANCE

AUTHORIZING the City Manager, or his designee, to accept a grant for $500.00 from the Lennie Cloud Fund for the Hearing Impaired, administered through the Community Foundation of the Ozarks, to provide free smoke alarms for the deaf and hard of hearing.

_____

WHEREAS, the Springfield Fire Department ("SFD") provides free smoke alarms to residents who are in need in order to reduce injuries, deaths, and severity of property damage as the result of a fire; and

WHEREAS, SFD funds its free smoke alarm program through public donations, partnership support, and grants; and

WHEREAS, SFD applied for and received a grant through the Lennie Cloud Fund for the Hearing Impaired, administered though the Community Foundation of the Ozarks, to provide smoke alarms for the deaf and hard of hearing.

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

Section 1 – The City Manager, or his designee, is hereby authorized to accept the donation of $500.00 from the Lennie Cloud Fund for the Hearing Impaired, administered through the Community Foundation of the Ozarks and to be distributed by the Springfield Fire Department through its free smoke alarm program.

Section 2 – City Council greatly appreciates the donation and wishes to express its thanks to the Lennie Cloud Fund for the Hearing Impaired and the Community Foundation of the Ozarks.

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: _____, Assistant City Attorney

Approved for Council action: _____, City Manager

EXPLANATION TO COUNCIL BILL 2020- 152

FILED: 06-23-20

ORIGINATING DEPARTMENT: Fire

PURPOSE: Authorizing the City Manager, or his designee, to accept a grant for $500.00 from the Lennie Cloud Fund for the Hearing Impaired, administered through the Community Foundation of the Ozarks, to provide free smoke alarms for the deaf and hard of hearing.

BACKGROUND INFORMATION: The Springfield Fire Department has had a free smoke alarm program for over 25 years, which has included those for the deaf and hard of hearing. The Lennie Cloud Fund for the Hearing Impaired is administered through the Community Foundation of the Ozarks. The Springfield Fire Department applied for and received a grant in the amount of $500 from the Lennie Cloud Fund to purchase 6 ADA compliant smoke alarms designed for the hearing impaired. The grant requires no local match.

REMARKS:

Submitted by:

David Pennington, Fire Chief

Approved by:

Jason Gage, City Manager

One-rdg. _____
P. Hrngs. _____
Pgs. 17
Filed: 06-23-20

Sponsored by: McGull

First Reading: _____ Second Reading: _____

COUNCIL BILL 2020- 153 SPECIAL ORDINANCE _____

AN ORDINANCE

APPROVING the final development plan of Planned Development District No. 298, on 44.70 acres generally located at 3414 East Chestnut Expressway. (Planning and Zoning Commission and Staff recommend approval.)

_____

WHEREAS, on July 24, 2006, City Council passed General Ordinance 5576, rezoning a certain parcel of land described on "Exhibit A," which is attached hereto and incorporated herein, from R-SF, Single-Family Residential District, to Planned Development District No. 298; and

WHEREAS, a final development plan for the above-described tract has been prepared and submitted; and

WHEREAS, on June 4, 2020, the Planning and Zoning Commission conducted a public hearing and recommended approval of the proposed final development plan.

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

Section 1 – City Council hereby approves the final development plan as shown in "Exhibit C – Attachment 2," which is attached hereto and all of “Exhibit C” is incorporated herein by this reference, subject to all regulations and standards of Planned Development District No. 298.

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

Passed at meeting: _____

_____
Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: _____, Assistant City Attorney

Approved for Council action: _____, City Manager

EXPLANATION TO COUNCIL BILL 2020 -153

FILED: 6-23-20

ORIGINATING DEPARTMENT: Planning and Development

PURPOSE: Approving the Final Development Plan of Planned Development No. 298, on 44.70 acres generally located at 3414 East Chestnut Expressway. (Planning and Zoning Commission and Staff recommend approval.)

BACKGROUND INFORMATION:

FINAL DEVELOPMENT PLAN FOR PLANNED DEVELOPMENT NO. 298

A Final Development Plan, per Planned Development District No. 298, requires review by Planning and Zoning Commission with a recommendation to City Council for final action. The applicant is proposing to construct a single-tenant retail space and accompanying automotive fueling station. This Final Development Plan also calls for the relocation of Eastgate Avenue.

The Administrative Review Committee has reviewed the proposed Final Development Plan ("Exhibit C – Attachment 2") and found that it meets the requirements of Planned Development District 298. The proposed Final Development Plan was reviewed and approved by all relevant City departments.

FINDINGS FOR STAFF RECOMMENDATION:

1. The Final Development Plan was determined to be consistent with the intent of the existing Planned Development ordinance.

REMARKS:

The Planning and Zoning Commission held a public hearing on June 4, 2020, and recommended to approve, by a vote of 8 to 0.

The Planning and Development staff recommends the application be approved (see the attached Development Review Staff Report).

Submitted by:

Kyle McGinnis, Senior Planner

Recommended by:

Mary Lilly Smith, Director

Approved by:

Jason Gage, City Manager

EXHIBITS:
Exhibit A, Legal Description
Exhibit B, Record of Proceedings
Exhibit C, Development Review Staff Report
ATTACHMENTS:
Attachment 1: Department Comments
Attachment 2: Final Development Plan Package

Exhibit A

LEGAL DESCRIPTION
FINAL DEVELOPMENT PLAN FOR PLANNED DEVELOPMENT NO. 298

ALL OF THE NORTH ONE-HALF (N½) OF THE NORTHWEST QUARTER (NW¼) OF SECTION TWENTY-TWO (22), TOWNSHIP TWENTY-NINE (29), RANGE TWENTY-ONE (21), GREENE COUNTY, MISSOURI:

EXCEPT:
A TRACT OF LAND DESCRIBED AS PART OF THE SOUTHEAST QUARTER (SE¼) OF THE NORTHEAST QUARTER (NE¼) AND THE WEST ONE-HALF (W½) OF THE NORTHEAST QUARTER (NE¼) OF THE NORTHEAST QUARTER (NE¼) AND THE NORTHWEST QUARTER (NW¼) OF THE NORTHEAST QUARTER (NE¼), EXCEPT THE SOUTH FIVE (5) ACRES AND PART OF THE NORTHEAST QUARTER (NE¼) OF THE NORTHWEST QUARTER (NW¼) OF SECTION TWENTY-TWO (22), TOWNSHIP TWENTY-NINE (29), RANGE TWENTY-ONE (21), PART OF THE LANDS DESCRIBED IN THE GREENE COUNTY, MISSOURI RECORDER'S OFFICE IN BOOK 1148 AT PAGE 281 AND IN BOOK 1604 AT PAGE 932 AND SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE EAST QUARTER CORNER OF SECTION TWENTY-TWO (22), TOWNSHIP TWENTY-NINE (29), RANGE TWENTY-ONE (21); THENECE ALONG THE SOUTH LINE OF THE NE¼ OF SAID SECTION 22, N87°43'26"W 1306.65 FEET TO A POINT LYING 15.85 FEET EAST OF THE WEST LINE OF THE SE¼ OF THE NE¼ OF SAID SECTION 22; THENCE LEAVING SAID SOUTH LINE, N01°08'16"E 431.52 FEET; THENCE N89°00'26"E 658.67 FEET; THENCE N01°41'36"E 417.04 FEET; THENCE N43°15'31"W 348.76; THENCE S88°23'10"W 418.75 FEET; THENCE N01°08'16"E 239.50 FEET; THENCE N87°36'02"W 15.85 FEET; THENCE N01°08'16"E 164.94 FEET; THENCE N87°36'02"W 1321.83 FEET; THENCE S01°09'57"W 164.94 FEET; THENCE N 87°36'02"W 941.85 FEET; THENCE N01°17'06"E 1336.08 FEET TO A POINT LYING ON THE NORTH LINE OF THE NW¼ OF SAID SECTION 22; THENCE ALONG SAID NORTH LINE S87°23'48"E 939.15 FEET TO THE NORTH QUARTER CORNER OF SAID SECTION 22; THENCE ALONG THE NORTH LINE OF THE NE¼ S87°46'50"E 1980.33 FEET; THENCE LEAVING SAID NORTH LINE S01°05'37"W 1339.06 FEET; THENCE S87°36'02"E 660.25 FEET TO A POINT LYING ON THE EAST LINE OF THE NE¼ OF SAID SECTION 22; THENCE ALONG SAID EAST LINE S01°02'58"W 1336.86 FEET TO THE POINT OF BEGINNING, ALL LYING IN THE NE¼ OF THE NW¼ AND THE NE¼ OF SECTION TWENTY-TWO (22), TOWNSHIP TWENTY-NINE (29), RANGE TWENTY-ONE (21), IN GREENE COUNTY, MISSOURI.

ALSO EXCEPT THE RIGHTS-OF-WAY AS DEEDED FOR MISSOURI STATE HIGHWAY 65, CHESTNUT EXPRESSWAY (BUSINESS 65), MILL STREET (FARM ROAD 132), AND EAST AVENUE.

Exhibit B

RECORD OF PROCEEDINGS
FINAL DEVELOPMENT PLAN FOR PLANNED DEVELOPMENT NO. 298
Planning and Zoning Commission – June 4, 2020

Planned Development 298 FDP
3414 East Chestnut Expressway
Applicant: Burks Development Corporation, c/o Gary M. Burks

Mr. Hosmer stated that this is a request to approve the Final Development Plan for Planned Development 298 on approximately 44.70 acres of property located at 3414 E. Chestnut Expressway. The Comprehensive Plan identifies this as an appropriate area for Medium Intensity Retail, Office or Housing, except for the far northwest corner which is identified as appropriate for Low Density Housing. The Transportation Plan classifies Chestnut Expressway Road as a Primary Arterial and Eastgate Avenue as a Collector which support the proposed land use. The Planning and Zoning Commission is to review and make a recommendation to the City Council for final action on the FDP. The Final Development Plan was determined to be consistent with the intent of Planned Development 298. The proposed final development plan was reviewed by all City departments without any issues. Staff recommends approval.

Mr. Doennig opened the public hearing.

Jared Rasmussen, 550 E. Saint Louis, representing the developer and here to answer any questions.

Mr. Doennig closed the public hearing.

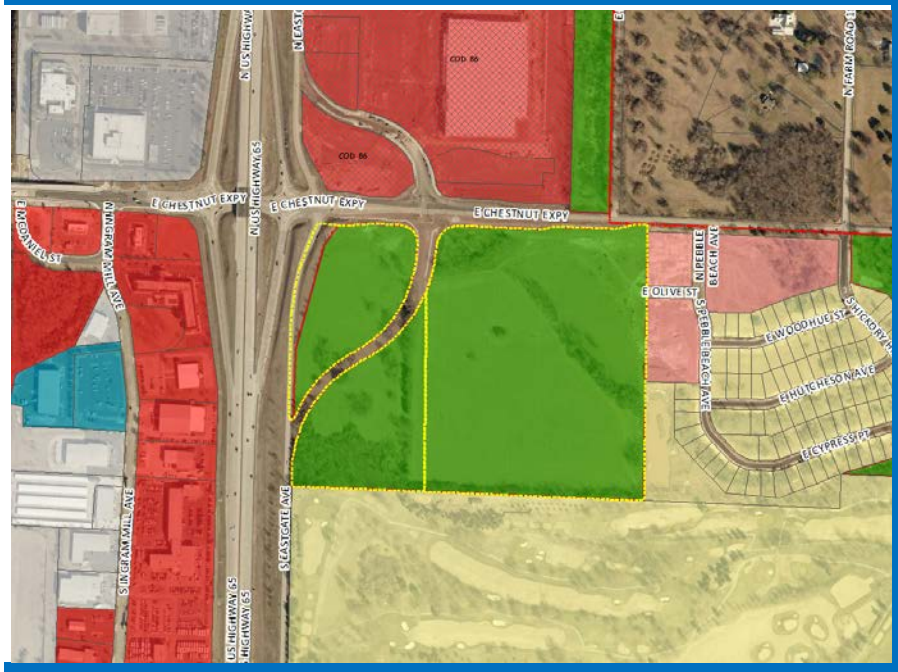
COMMISSION ACTION:
Ms. Cox motioned to **approve** item Planned Development 298 FDP (3414 East Chestnut Expressway). Ms. Ogilvy seconded the motion. Ayes: Doennig, Coltrin, Ogilvy, Cox, Shuler, Jobe, Thomas, and Broekhoven. Nays: None. Abstain: None. Absent: Rose.

Bob Hosmer, AICP
Planning Manager

Exhibit C

PLANNING AND ZONING COMMISSION MEETING: JUNE 4, 2020

CITY COUNCIL MEETING: JUNE 29, 2020



CASE: Planned Development 298 Final Development Plan

ACRES: 44.70 acres

LOCATION: 3414 E. Chestnut Expressway

EXISTING LAND USE: N/A (vacant)

APPLICANT: Burks Development Corp.

STAFF: Kyle McGinnis, Senior Planner 417-864-1615

STAFF RECOMMENDATIONS: Approve

PROPOSED MOTION: Move to approve as submitted in the staff report. 5 voting members to approve or deny.

SUMMARY OF REQUEST:

Request to approve the Final Development Plan for Planned Development 298 on approximately 44.70 acres of property located at 3414 E. Chestnut Expressway.

FINDINGS FOR STAFF RECOMMENDATION:

1. The Planned Development 298 allows for a unique collection of uses ranging from multifamily dwellings to building material supply stores, though the proposed development of Lot 1, the focus of this Final Development Plan, shall include retail sales alongside a vehicular fueling station. Lots 2 and 3 are to remain undeveloped at this time except for a detention pond to be built within the southeast corner of Lot 3. The full Final Development Plan package has been provided as Attachment 2.

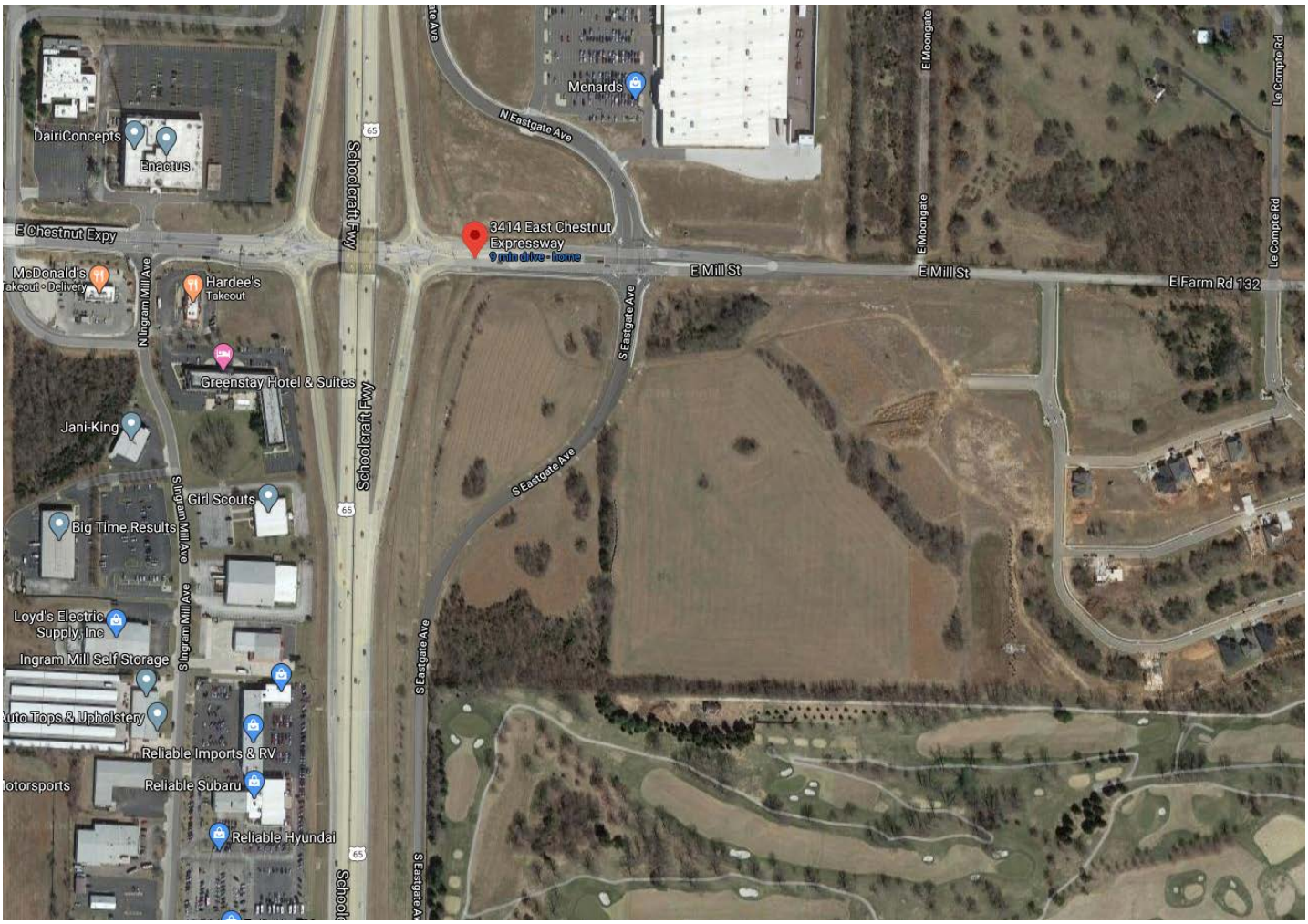
2. Per Planned Development 298, Final Development Plans are to be reviewed by the Administrative Review Committee, the Planning & Zoning Commission, and City Council. City Council has the final authority in regards to the plan's approval.

3. The Final Development Plan was determined to be consistent with the intent of the existing Planned Development 298 ordinance.

SURROUNDING ZONING AND LAND USES:

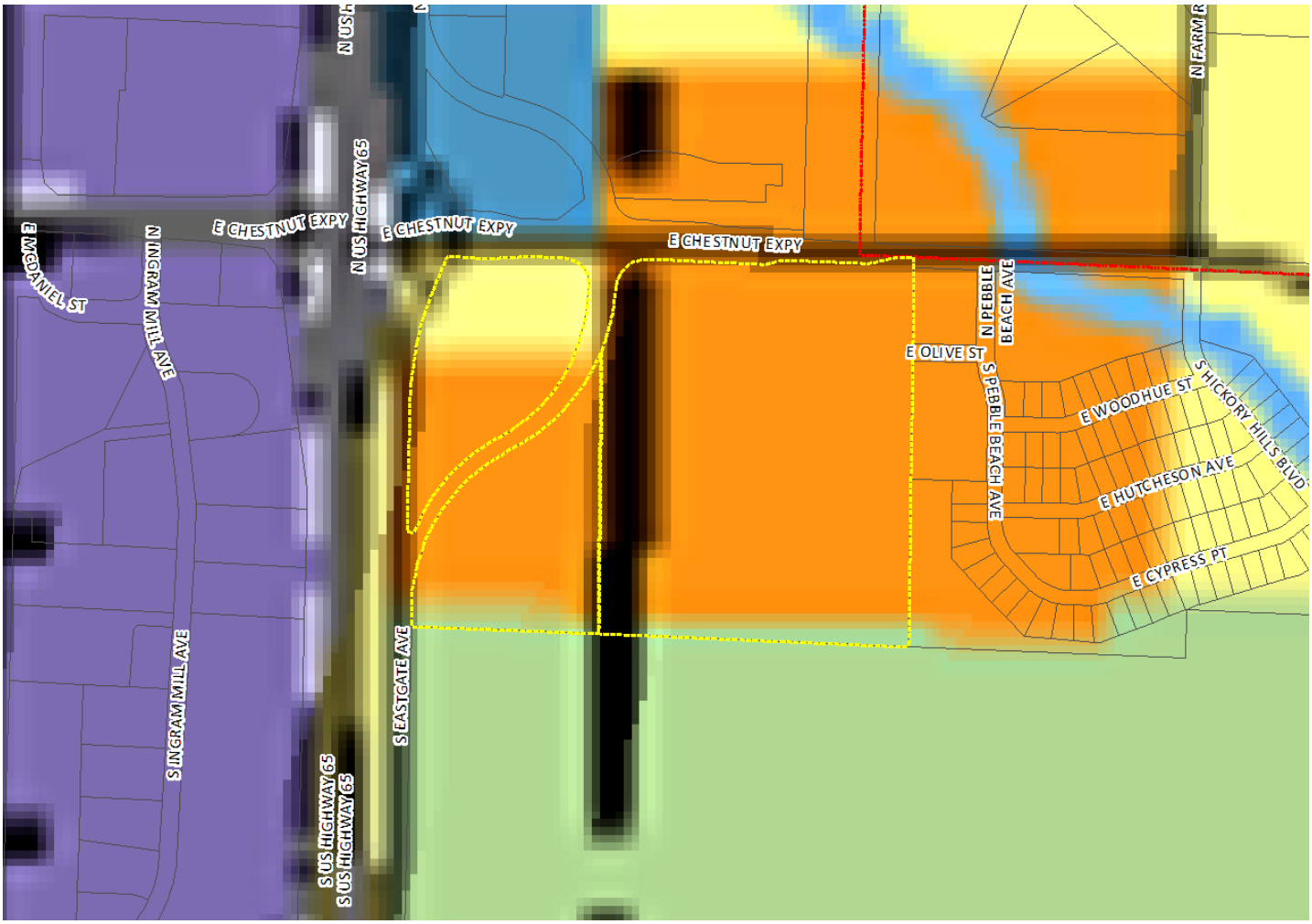
	NORTH	SOUTH	EAST	WEST
ZONING	Highway Commercial	Residential Single-Family	General Retail & Residential Single-Family	N/A
LAND USE	Retail Sales	Outdoor Recreation	Vacant	U.S. Highway 65

SURROUDING ZONING AND LAND USES: (GOOGLE AERIAL VIEW)



GOOGLE MAPS STREET VIEW:

GROWTH MANAGEMENT AND LAND USE PLAN:



- Low-Density Housing
- Medium or High Density Housing
- Medium Intensity Retail, Office or Housing
- High Intensity Retail, Office or Housing
- Greater Downtown
- Business Park
- Light Industrial, Office and Office-Warehouse
- General Industry, Transportation and Utilities
- Park
- School
- Golf
- Community-Public
- Urban Reserve Area
- Rural Area
- Greenway
- Parkway
- City Boundary
- Urban Service Area Boundary, Year 2020
- Urban Reserve Boundary, Year 2040

PROPERTY HISTORY:

The subject property was originally zoned R-SF, Single-Family Residential District, but was rezoned to Planned Development 298 on July 24, 2006 by General Ordinance 5576. No development has occurred except for the relocation of Eastgate Avenue, which now bisects the property.

PLANINNG AND ZONING COMMISSION AUTHORITY:

Section 36-405 Planned Development District

(9) Final Development Plan

(c) Substantial conformity defined. A final development plan shall be deemed not to be in substantial conformity with an approved preliminary development plan if it:

1. Increases by more than five percent from the maximum density, approved in the preliminary development plan, except that in no event shall the maximum density exceed the density permitted for the underlying district by subsection (4)(b);
2. Increases by more than five percent the maximum floor area to be devoted to any residential or nonresidential use;
3. Increases height by more than five percent;
4. Decreases by more than five percent the area approved for public and private open space or changes the general location of such areas;
5. Relocates approved circulation elements to any extent that would decrease the ability of such elements to function efficiently, adversely affect their relation to surrounding lands and circulation elements, or would reduce their effectiveness as buffers or amenities;
6. Significantly alters the arrangement of land uses within the planned development;
7. Violates any provision of the codes and ordinances applicable to the proposed planned development; or
8. Departs from the preliminary development plan in any other manner which the planning and zoning commission or city council shall, based on stated findings and conclusions, find to materially alter the plan or concept for the proposed planned development.

(e) Action by Planning and Zoning Commission. If the planning and zoning commission finds that there is substantial conformity between such plans and shall further find the final development plan to be in all other respects complete and in compliance with any conditions imposed by approval of the preliminary development plan, and with the provisions of this article and all other applicable, federal, state and city codes, ordinances and regulations, it shall approve the final development plan. Planning and zoning commission action shall constitute final approval of the final development plan.

If the planning and zoning commission shall find that the final development plan lacks substantial conformity to the preliminary development plan but merits approval notwithstanding such lack of conformity, it shall transmit such plan to the city council together with its recommendation that the final development plan be approved.

In any case, where the planning and zoning commission finds that the final development plan lacks substantial conformity to the preliminary development plan and does not merit approval, it shall transmit such plan to the city council, together with its recommendation that the final development plan not be approved. The failure of the commission to act within the aforesaid time period shall be deemed a recommendation to the city council to deny the final development plan as submitted.

COMPATIBILITY WITH COMPREHENSIVE PLAN:

The *Growth Management and Land Use Plan* element of the *Comprehensive Plan* identifies this as an appropriate area for Medium Intensity Retail, Office or Housing, except for the far northwest corner which is identified as appropriate for Low Density Housing.

STAFF COMMENTS:

1. The proposed Final Development Plan includes the relocation of Eastgate Avenue. As a result, a preliminary plat has been submitted to the Planning & Zoning Commission for consideration concurrently with the Final Development Plan.

2. Approval of this application will allow for the development of this property and promote infill development where investments have already been made in public services and infrastructure.

3. The proposed Final Development Plan was reviewed by City departments and comments are contained in Attachment 1. The Final Development Plan package has been provided in Attachment 2.

DEPARTMENT COMMENTS:

ATTACHMENT 1

DEPARTMENT OF BUILDING DEVELOPMENT SERVICES:

No objections to the proposed Final Development Plan.

DEPARTMENT OF ENVIRONMENTAL SERVICES WASTEWATER MANAGEMENT DIVISION:

No objections to the proposed Final Development Plan.

CITY UTILITIES:

No objections to the proposed Final Development Plan.

FIRE DEPARTMENT:

No objections to the proposed Final Development Plan.

DEPARTMENT OF PUBLIC WORKS STORMWATER ENGINEERING DIVISION:

The property is in the Pierson Creek drainage basin. The property is not located in a FEMA designated floodplain. Staff is aware of flooding problems in the area. If the property increases the amount of impervious surfacing, detention is required according to Chapter 96. A fee in lieu of on-site stormwater detention is not allowed and detention is required. Water quality will be required if adding an additional acre of impervious area. The property is located in a stream buffer area. This would require a 30-foot stream buffer easement on each side of the stream. Stream buffer easements are vegetated areas along and adjacent to streams where clearing, grading, filling, building of structures, and other activities are limited or prohibited. Stream buffers protect water quality, reduce flooding, and provide other benefits. The stream buffer requirements apply to streams shown on the stream buffer map (http://maps.springfieldmo.gov/mapgallery/) that meet the definition of a natural channel as defined in Sections 1.0 and 2.1 of Chapter 8 of the Flood Control and Water Quality Protection Manual. Since the project will be disturbing more than one (1) acre there will be a land disturbance permit required.

Please note that development of the property will be subject to the following conditions at the time of development:

1. Post development peak run-off rates shall not exceed pre-development peak run-off rates for the 1, 10 and 100 year rain events. Any increase in impervious surfacing will require the development to meet current detention and water quality requirements.
2. If disturbing 1 acre of greater, water quality will also have to be provided.
3. Drainage easements must be provided for this conveyance.
4. Please keep in mind that more detailed stormwater calculations will have to be submitted before any permits can be approved.
5. A land disturbance permit will be required if disturbing 1 acre or greater.

Public Works Stormwater Division	Response
Drainage Basin	Pierson Creek
Is property located in Floodplain?	No
Is property located on a sinkhole?	Yes
Is property located in a stream buffer?	Yes
Is stormwater fee in lieu an option?	No

DEPARTMENT OF PUBLIC WORKS TRAFFIC OPERATIONS DIVISION:

STREET CLASSIFICATION, RIGHT-OF-WAY, & JURISDICTION
City's Transportation Plan classifies E. Chestnut Expressway as a Primary Arterial roadway and S. Eastgate Avenue as a Collector roadway. The standard right-of-way width for E. Chestnut Expressway is 50 feet from the centerline. The standard right-of-way width for S. Eastgate Avenue is 30 feet from the centerline. It appears additional right-of-way is not needed along E. Chestnut Expressway or S. Eastgate Avenue. A survey is recommended to determine the exact amount of existing right-of-way. E. Chestnut Expressway and S. Eastgate Avenue are both MoDOT maintained streets.

TRAFFIC COUNTS & ON-STREET PARKING
We do not have recent traffic counts on E. Chestnut Expressway or S. Eastgate Avenue. On-street parking is not allowed along E. Chestnut Expressway or S. Eastgate Avenue.

DRIVEWAY ACCESS
There is currently no driveway access point onto the property from E. Chestnut Expressway or S. Eastgate Avenue. No access will be allowed from the property to E. Chestnut Expressway. Access points shown in the Final Development Plan onto S. Eastgate Avenue will be allowed.

SIDEWALK
Sidewalk exists along the property frontage on E. Chestnut Expressway. There is no existing sidewalk along the property frontage of S. Eastgate Avenue. The existing infrastructure meets current City Standards. Sidewalk is required to be constructed along S. Eastgate Avenue to current City Standards as part of this development/rezoning. Sidewalks are also required with the construction of Olive Street shown on the Final Development Plan.

TRAILS, BUS STOPS, & ADDITIONAL INFORMATION
There are no Greenway Trails in the area surrounding the property pertaining to this zoning. There are no bus stops along this portion of E. Chestnut Expressway or S. Eastgate Avenue. The proposed development is in an area that provides for multiple direct connections and provides for good connectivity in the area.

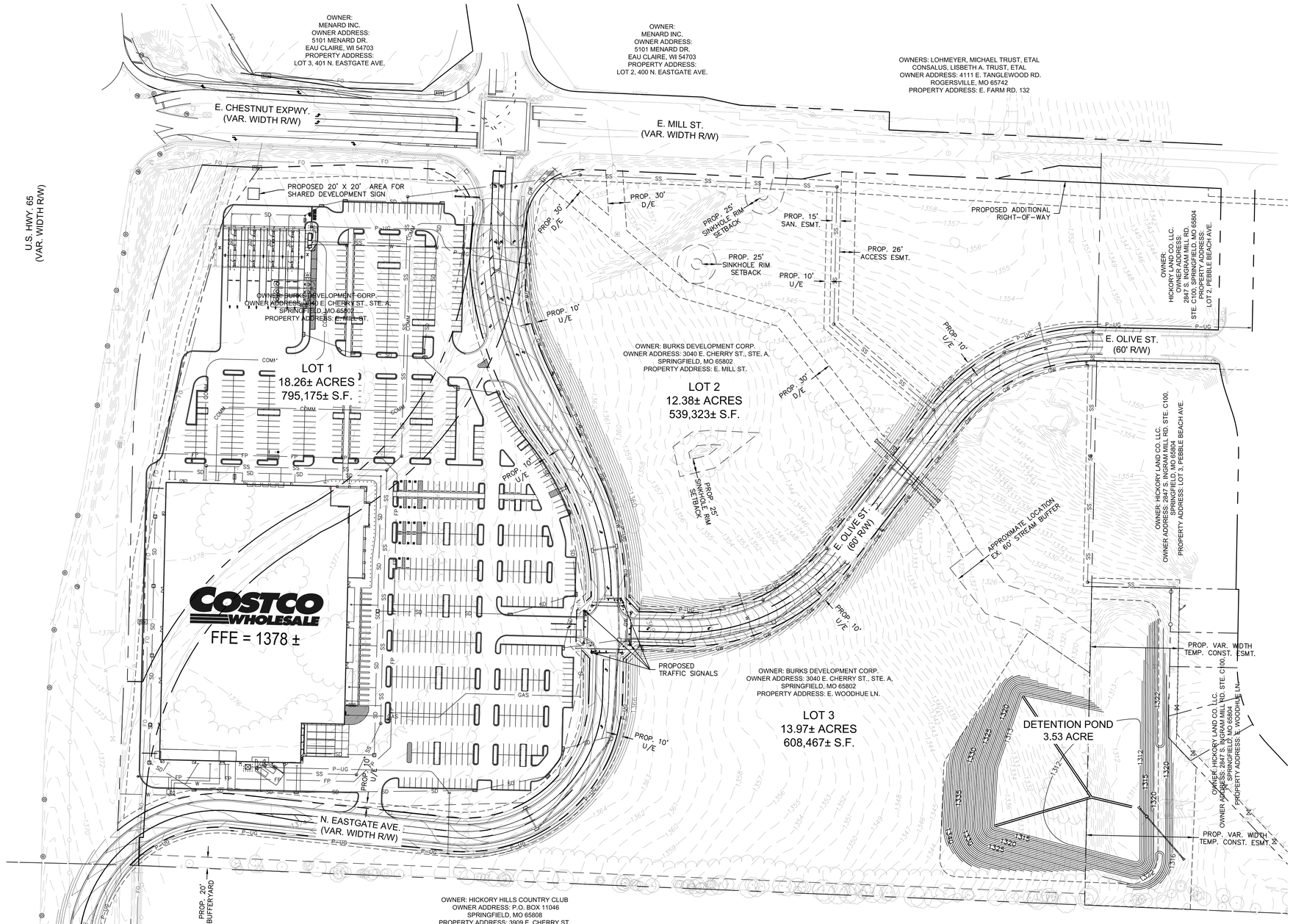
IMPROVEMENTS
A Traffic Impact Study has been submitted and approved by MoDOT and the City of Springfield. The Final Development Plan shows site specific improvements which include the construction of Olive Street and signal improvements at Eastgate and Olive.

TRAFFIC – TABLE 1: PLANNED DEVELOPMENT FINAL DEVELOPMENT PLAN DETAILS

	Street Name	Street Classification	On-Street Parking	Existing Street ROW from Centerline (ft.) (Approx.)	Required Street ROW from Centerline (ft.) (Approx.)
Street 1	E. Chestnut Expressway	Primary Arterial	No	50	50
Street 2	S. Eastgate Avenue	Collector	No	30	30
		AM Peak	**PM Peak**	**Weekday**	**Weekend**
Existing Trips Generated		**-**	**-**	**-**	**-**
***Proposed Trips Generated**		**-**	**-**	**-**	**-**
Additional Trips Generated		**-**	**-**	**-**	**-**

*Proposed Trips Generated based on the highest, most intense use permitted in the proposed rezoning, Planned Development, or Conditional Use Permit.

ATTACHMENT 2



ENGINEER:

OLSSON, INC.
JARED RASMUSSEN
550 ST. LOUIS STREET
SPRINGFIELD, MO 65806
PH: (417) 890-8802
FAX: (417) 890-8805

SURVEYOR:

OLSSON, INC.
ROD NEFF
550 ST. LOUIS STREET
SPRINGFIELD, MO 65807
PH: (417) 890-8802
FAX: (417) 890-8805

OWNER:

BURKS DEVELOPMENT CORP
CONTACT: GARY BURKS
2107 E. NORSHIRE STREET
SPRINGFIELD, MO 65804
PH: (417) 830-0971

DEVELOPER:

COSTCO WHOLESALE CORPORATION
C/O TJ DESIGN STRATEGIES
CONTACT: THEODORE R. JOHNSON
2311 W. 22ND STREET #208
OAK BROOK, IL 60523
PH: (417) 523-0000

UTILITY COMPANIES:

WATER/ELECTRIC/GAS
CITY UTILITIES OF SPRINGFIELD
2665 S. BLACKMAN ROAD
SPRINGFIELD, MO 65809
CONTACT: DEVELOPER SERVICES
PH: (417) 831-8815
EMAIL:
developer_services@cityutilities.net

SANITARY
CITY OF SPRINGFIELD
ENVIRONMENTAL SERVICES
840 BOONVILLE AVENUE
SPRINGFIELD, MO 65802
CONTACT: MATT TAYLOR
PH: (417) 864-1934
EMAIL: mtaylor@springfieldmo.gov

STORM SEWER
CITY OF SPRINGFIELD –
STORMWATER SERVICES DEPT.
840 BOONVILLE AVENUE
CONTACT: JULIE HAWKINS
PH: (417) 864-1876
EMAIL: jhawkins@springfieldmo.gov

COMMUNICATIONS
AT&T
600 ST. LOUIS STREET
SPRINGFIELD, MO 65806
CONTACT: STEVEN BEIER
PH: (417) 836-2761
EMAIL: sb9742@att.com

FLOOD ZONE:

ACCORDING TO F.E.M.A. FLOOD INSURANCE RATE MAP COMMUNITY PANEL NUMBER: 29077C 0353E, EFFECTIVE DATE: DECEMBER 17, 2010, SUBJECT PROPERTY IS IN ZONE X, AREAS OF MINIMAL FLOOD HAZARD.

NOTES:

CURRENT ZONING: PD 298

CURRENT USE: UNDEVELOPED

MINIMUM OPEN SPACE REQUIREMENT: 20%

MAXIMUM IMPERVIOUS SURFACE: 80%

MAXIMUM FLOOR AREA RATION: 0.60

MAXIMUM MULTI-FAMILY DWELLINGS: 18 DWELLING UNITS PER ACRE

MAXIMUM HEIGHT STRUCTURE: NONE, EXCEPT THAT ALL STRUCTURES SHALL REMAIN BELOW A 45' BULK PLANE AS MEASURED FROM ANY RESIDENTIAL DISTRICT

PLANNED DEVELOPMENT AREA: 47.08± ACRES (2,050,805± S.F.)

SETBACKS:
FRONT YARD: 15' ALONG RELOCATED EASTGATE AVE. & CHESTNUT EXPWY.
SIDE YARD: NONE
REAR YARD: NONE

EXISTING DETENTION IMPACTED THE DEVELOPMENT OF LOTS 1-3 WILL BE ACCOUNTED FOR BY RESIZING THE EXISTING HICKORY HILLS PHASE II DETENTION BASIN

LOT 1:

PROPOSED USE: GENERAL RETAIL SALES AND FUELING

NUMBER OF PARKING SPACES PROVIDED: 788
MINIMUM NUMBER OF PARKING SPACES REQUIRED: 644
(RETAIL USE: 1 SPACE PER 250 S.F. OF TOTAL BUILDING FLOOR AREA)

OPEN SPACE PROVIDED: 146,978± S.F. (18.5%)
MINIMUM OPEN SPACE REQUIRED: 79,518 S.F. (10.0%)
INTERIOR GREEN PROVIDED: 27,262± S.F (3.4%)
INTERIOR GREEN REQUIRED: 23,384 S.F.
(5% OF VEHICULAR USE AREA: 467,679 S.F.)

IMPERVIOUS SURFACE: 648,197± S.F (81.5%)
MAXIMUM IMPERVIOUS SURFACE: 715,657 S.F. (90.0%)
IMPERVIOUS SURFACE OF TOTAL DEVELOPMENT: 648,197± S.F. (33.3%)

TOTAL BUILDING SQUARE FOOTAGE: 161,182± S.F.
FLOOR AREA RATIO PROVIDED: 0.20
MAXIMUM FLOOR AREA RATIO: 0.60

LOT 2 & 3:

UNDEVELOPED

BENCHMARKS

COS 216
SE QUADRANT OF EASTGATE @ CHESTNUT EXPRESSWAY
N: 501722.13 E: 1429406.85
ELEV=1379.85'

GR-16 (PID AC7156)
DNR ALUMINUM GRS DISK SET IN CONCRETE NEAR THE INTERSECTION OF CHERRY @ HICKORY
N: 499069.339 E: 1431590.659
ELEV=1361.92'

PROPERTY DESCRIPTION:

ALL OF THE NORTH ONE-HALF (N½) OF THE NORTHWEST QUARTER (NW¼) OF SECTION TWENTY-TWO (22), TOWNSHIP TWENTY-NINE (29), RANGE TWENTY-ONE (21), GREENE COUNTY, MISSOURI;

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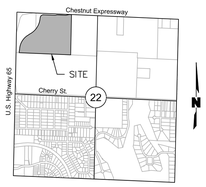
ALSO EXCEPT THE RIGHTS-OF-WAY AS DEEDED FOR MISSOURI STATE HIGHWAY 65, CHESTNUT EXPRESSWAY (BUSINESS 65), MILL STREET (FARM ROAD 132), AND EASTGATE AVENUE.



LOCATION MAP
Sec. 22, T-29-N, R-21-W
Scale: 1"=2000'

LEGEND

RIGHT-OF-WAY LINE
PROPERTY LINE
UTILITY EASEMENT
EXIST. CONTOUR
FINISH GRADE CONTOUR
EXIST. SANITARY SEWER MANHOLE
EXIST. LIGHT POLE
EXIST. POWER POLE
EXIST. SIGN
EXIST. STORM MANHOLE
EXIST. TELEPHONE MANHOLE
EXIST. TRAFFIC SIGNAL BOX
EXIST. TRAFFIC SIGNAL POLE
EXIST. WOOD POST
EXIST. TREE LINE
EXIST. BARBED WIRE FENCE
EXIST. WATER PIPE
EXIST. SANITARY PIPE

N

0' 40' 80' 160'
SCALE IN FEET

MISSOURI ONE CALL SYSTEM
1-800-DIG-RITE OR 811
www.mo1call.com

olsson
Olsson, Inc. Engineering MO State Cert. of Authority #001592
Olsson, Inc. Landscape Architecture MO State Cert. of Authority #2005000285
550 St. Louis St.
Springfield, MO 65806
TEL 417.890.8802 www.olsson.com

COSTCO WHOLESALE
SPRINGFIELD, MO

STATE OF MISSOURI
JARED LEE RASMUSSEN
NUMBER
PE-2008002199
PROFESSIONAL ENGINEER
5/19/2020
JARED LEE RASMUSSEN-CIVIL ENGINEER
MO# PE-2008002199

REV. NO.	DATE	REVISIONS DESCRIPTION
1	05.15.2020	PER CITY COMMENTS

REVISIONS

KIRKLAND COMMONS FINAL DEVELOPMENT PLAN
PLANNED DEVELOPMENT 298

COSTCO WHOLESALE
- N. EASTGATE AVE. & E. OLIVE ST. -

SPRINGFIELD, MISSOURI

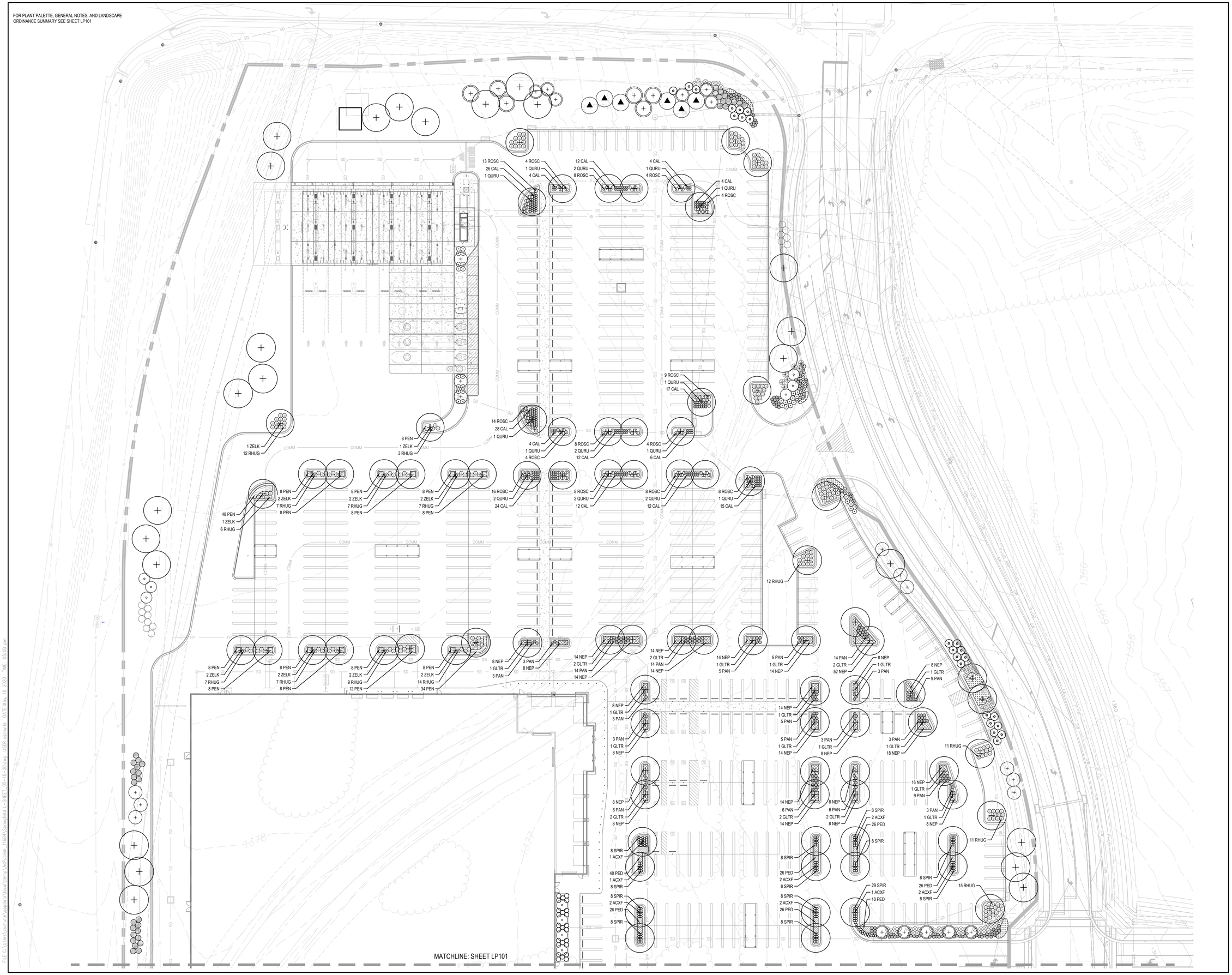
2020

drawn by:	CRW
checked by:	WKH
approved by:	JLR
QA/QC by:	JLR
project no.:	019-2034
drawing no.:	
date:	04.27.2020

SHEET
FDP

DWG: F:\2019\2001-2500\019-2034\20-Management\Regulatory Approvals\Entitlements\Final Development Plan\FDP_SITE-PLAN_192034.dwg USER: cwelmer
DATE: May 18, 2020 9:22am XREFS: V_XBNDY_0192034 V_XTOPO_0192034 C_PTBLK_192034 C_PBASE_192034 T_PBASE_0192034 F_PBASE_0192034

FOR PLANT PALETTE, GENERAL NOTES, AND LANDSCAPE ORDINANCE SUMMARY SEE SHEET LP101



COSTCO WHOLESALE

SEC HWY 65 & CHESTNUT EXPY
SPRINGFIELD, MISSOURI

Owner:

COSTCO WHOLESALE
999 Lake Drive
Issaquah, WA 98027

SMITHGROUP

201 DEPOT STREET
SECOND FLOOR
ANN ARBOR, MI 48104
734.662.4457
www.smithgroup.com

ISSUED FOR	REV	DATE
PRELIMINARY PLAN		05.18.20
PRELIMINARY PLAN		02.27.20
PRELIMINARY PLAN		10.24.19
PRELIMINARY PLAN		10.08.19

SEALS AND SIGNATURES

NOT FOR CONSTRUCTION

KEY PLAN

PROJECT NORTH

DRAWING TITLE

PRELIMINARY LANDSCAPE PLAN
SHEET 1 OF 2

0' 10' 30' 60'
SCALE: 1" = 30'

SCALE

PROJECT NUMBER 11778.000

DRAWING NUMBER LP100

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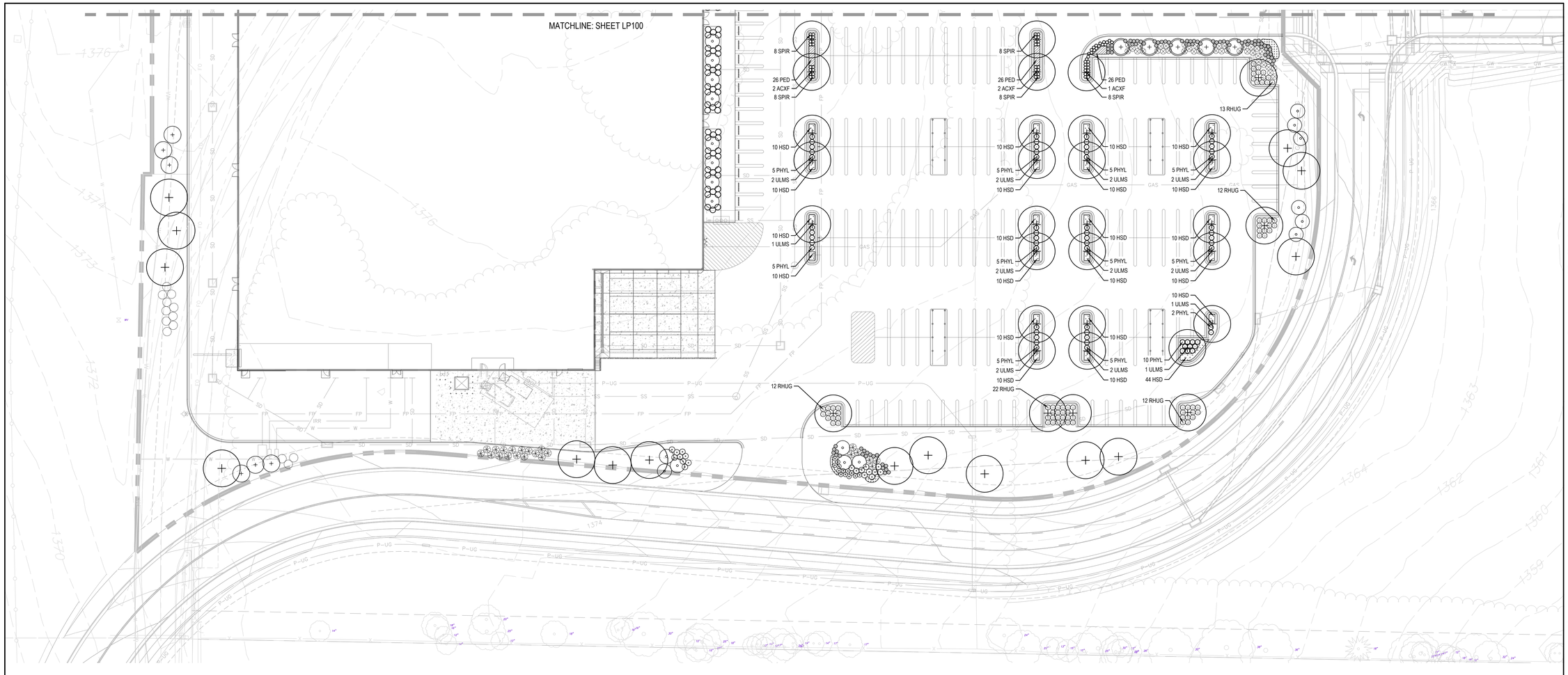

PLANT PALETTE

Botanical Name	Common Name	Size	Form	Notes/Spacing	Height/Spread at Maturity
CANOPY TREE PALETTE - 157 TREES					
Acer x freemanii 'Autumn Blaze'	Autumn Blaze maple	2.0" Cal.	B&B	Full, well-branched, single central leader	45' x 35'
Acer saccharum 'Green Mountain'	Green Mountain sugar maple	2.0" Cal.	B&B	Full, well-branched, single central leader	50' x 40'
Cercidiphylum japonicum	Katsura tree	2.0" Cal.	B&B	Full, well-branched, single central leader	40-50' X 40-50'
Gleditisa triacanthos 'Shademaster'	Shademaster honeylocust	2.0" Cal.	B&B	Full, well-branched, single central leader	45' x 35'
Gymnocladus dioicus	Kentucky coffeetree	2.0" Cal.	B&B	Full, well-branched, single central leader	50' x 35'
Liquidambar styraciflua	Sweetgum	2.0" Cal.	B&B	Full, well-branched, single central leader	50-60' X 25-30'
Quercus rubra	Red oak	2.0" Cal.	B&B	Full, well-branched, single central leader	50' x 45'
Quercus macrocarpa	Bur oak	2.0" Cal.	B&B	Full, well-branched, single central leader	60' x 60'
Tilia americana 'Redmond'	Redmond linden	2.0" Cal.	B&B	Full, well-branched, single central leader	40' x 35'
Ulmus x 'Accolade'	Accolade elm	2.0" Cal.	B&B	Full, well-branched, single central leader	60' x 40'
Zelkova serrata 'Green Vase'	Green Vase zelkova	2.0" Cal.	B&B	Full, well-branched, single central leader	45' x 30'
ORNAMENTAL TREE PALETTE - 71 TREES					
Acer griseum	Paperbark maple	1.5" Cal.	B&B	Well-branched, single central leader	20-30' x 15-20'
Amelanchier x grandifolia 'Autumn Brilliance'	Autumn Brilliance serviceberry	6' Ht.	B&B	Well-branched, multi-stem, min. 3 stems	20-25' x 15'
Cercis canadensis' 'Forest Pansy'	Forest Pansy redbud	1.5" Cal.	B&B	Well-branched	20-25' x 25-30'
Magnolia virginiana	Sweetbay magnolia	6' Ht.	B&B	Well-branched, multi-stem, min. 3 stems	15' x 10-15'
Malus cultivar	Crabapple cv.	1.5" Cal.	B&B	Well-branched, single central leader	20' x 20'
Syringa 'Ivory Silk'	Ivory Silk Japanese tree lilac	6' Ht.	B&B	Well-branched, multi-stem, min. 3 stems	20' x 15'
CONIFEROUS EVERGREEN PALETTE - 35 TREES					
Juniperus scopulorum 'Witchita Blue'	Witchita Blue juniper	6' Ht.	B&B	Full to ground, unsheared	15-18' x 5-7'
Juniperus virginiana 'Burki'	Burk's juniper	6' Ht.	B&B	Full to ground, unsheared	10-15' x 6-8'
Picea abies	Norway spruce	8' Ht.	B&B	Full to ground, unsheared	50-60' x 25'
Picea glauca	White spruce	8' Ht.	B&B	Full to ground, unsheared	40-60' x 20-25'
Pinus strobus	White pine	8' Ht.	B&B	Full to ground, unsheared	70-80' x 20-25'
Thuja plicatum 'Green Giant'	Green Giant western arborvitae	8' Ht.	B&B	Full to ground, unsheared	25-30' x 8-10'
SHRUB PALETTE - 947 SHRUBS					
Calycanthus floridus	Sweetsshrub	36" Ht.	No. 5 Cont.	Well-branched, min. 4 canes, 6' O.C.	6-9' x 6-9'
Hydrangea paniculata 'Bobo'	Bobo panicled hydrangea	18" Ht.	No. 3 Cont.	Well-branched, min. 3 canes, 3' O.C.	3' x 3-4'
Hydrangea paniculata 'Pinky Winky'	Pinky Winky hydrangea	3' Ht.	No. 5 Cont.	Well-branched, min. 4 canes, 7' O.C.	6-8' x 6-8'
Juniperus chinensis 'Sea Green'	Sea Green juniper	24" Spd.	B&B	Full, unsheared, 4' O.C.	4-5' x 4-5'
Physocarpus opulifolius 'Donna May'	Little Devil ninebark	18" Ht.	No. 3 Cont.	Well-branched, min. 4 canes, 3.5' O.C.	3-4' x 3-4'
Physocarpus opulifolius 'Summerwine'	Summerwine ninebark	30" Ht.	No. 5 Cont.	Well-branched, min. 4 canes, 5' O.C.	5-7' x 5-7'
Rhus aromatica 'Gro-Low'	Gro-Low sumac	24" Spd.	No. 3 Cont.	Well-branched, min. 3 canes; 3.5' O.C.	30" x 4-6'
Rosa 'Coral Drift'	Coral Drift rose	24" Spd.	No. 3 Cont.	Well-branched, min. 4 canes; 3' O.C.	1.5' x 2.5-3'
Rosa 'Knockout'	Knockout rose	24" Spd.	No. 3 Cont.	Well-branched, min. 4 canes; 3' O.C.	3' x 3-4'
Spiraea japonica 'Magic Carpet'	Magic Carpet spirea	15" Ht.	No. 3 Cont.	Well-branched, min. 4 canes; 2' O.C.	18" x 2'
Viburnum lantana 'Mohican'	Mohican viburnum	36" Ht.	B&B	Well-branched, min. 4 canes; 7' O.C.	8-9' x 6-8'
PERENNIALS & ORNAMENTAL/NATIVE GRASS PALETTE - 579 GRASSES, ~600 PERENNIALS					
Achillea 'Strawberry Seduction'	Strawberry Seduction yarrow	No. 1	Cont.	Well-rooted; 18" O.C.	18-24" x 18"
Amsonia tabernaemontana	Blue star	No. 1	Cont.	Well-rooted; 18" O.C.	2-3' x 1.5-2'
Calamagrostis x acutiflora 'Karl Foerster'	Karl Foerster feather reed grass	No. 1	Cont.	Well-rooted; 24" O.C.	4-5' x 18-24"
Calamagrostis arundinacea brachytricha	Fall feather reed grass	No. 1	Cont.	Well-rooted; 30" O.C.	2.5-3.5' x 2.5-3
Echinacea purpurea 'Pow Wow Wild Berry'	Pow Wow Wild Berry purple coneflower	No. 1	Cont.	Well-rooted; 18" O.C.	1.5-3' x 12-18"
Hemerocallis 'Stella d'Oro'	Stella d'Oro daylily	No. 1	Cont.	Well-rooted; 18" O.C.	18" x 24"
Miscanthus sinensis 'Little Zebra'	Little Zebra maidengrass	No. 1	Cont.	Well-rooted; 30" O.C.	3-4' x 2-3'
Nepeta x faassenii 'Walker's Low'	Walker's Low catmint	No. 1	Cont.	Well-rooted; 24" O.C.	18" x 2-3'
Panicum virgatum 'Shenandoah'	Shenandoah switchgrass	No. 1	Cont.	Well-rooted; 30" O.C.	3' x 24-30"
Penstemon digitalis 'Husker Red'	Husker Red beardtongue	No. 1	Cont.	Well-rooted; 18" O.C.	2-3' x 12-24"
Pennisetum alopecuroides 'Hameln'	Hameln fountaingrass	No. 1	Cont.	Well-rooted; 24" O.C.	2.5' x 2'
Rudbeckia fulgida 'Goldsturm'	Goldsturm black-eyed Susan	No. 1	Cont.	Well-rooted; 18" O.C.	18-24" x 18"
Sporobolus hetereolepis	Prairie dropseed	No. 1	Cont.	Well-rooted; 24" O.C.	1.5-2' x 2'

GENERAL NOTES:
1. ALL AREAS NOT SHOWING LANDSCAPE BEDS SHALL RECEIVE SOD UNLESS OTHERWISE NOTED.
2. ALL SHRUB BEDS/GROUPINGS AND TREE SAUCERS SHALL RECEIVE 2" COMPOSTED SHREDDED HARDWOOD BARK MULCH.
3. ALL BEDS SHALL BE GRADED TO DRAIN; PARKING LOT ISLANDS SHALL BE MOUNDED.
4. ALL PLANTS SHALL CONFORM TO ANSI Z 60.1 STANDARDS.
5. ALL LANDSCAPE SHALL BE IRRIGATED WITH AN AUTOMATIC IRRIGATION SYSTEM.
6. ALL LANDSCAPE MATERIAL SHALL BE MAINTAINED IN GOOD CONDITION BY CONTRACTORS SPECIALIZING IN SUCH WORK.

LANDSCAPE REQUIREMENTS:

INTERIOR PARKING:
REQUIRED: 5% OF PARKING/VEHICULAR USE AREA MUST BE LANDSCAPED.
PARKING AREA: 405,842 SF. 5% = 20,292 SF
PROVIDED: 20,527 SF LANDSCAPED AREA (5%)

REQUIRED: 2 UNDERSTORY TREES OR 1 CANOPY TREE PER 30 PARKING SPACES.
PARKING SPACES: 778 SPACES. 26 CANOPY TREES REQUIRED.
PROVIDED: 115 TREES.

PERIMETER PARKING:
REQUIRED: 1 CANOPY TREE, 1 UNDERSTORY/ORNAMENTAL/EVERGREEN TREE, AND 4 SHRUBS PER 100 LINEAR FEET OF STREET FRONTAGE.
PROVIDED: SEE NOTES ON DRAWINGS.

REQUIRED: 10 SF OF OPEN SPACE ADJACENT TO ROW PER 1 LF OF PARKING LOT STREET FRONTAGE.
ALONG N. EASTGATE AVE: 1,656 LF. 16,560 SF OPEN SPACE REQUIRED.
PROVIDED: 41,557 SF OPEN SPACE; MIN 15' WIDE, MAX 28' WIDE.

ALONG E. CHESTNUT: 428 LF. 4,280 SF OPEN SPACE REQUIRED.
PROVIDED: 27,310 SF OPEN SPACE; APPROX. 65' WIDE.

ALONG HWY 65: 776 LF. 7,760 SF OPEN SPACE REQUIRED.
PROVIDED: 22,658 SF; MIN 24' WIDE, MAX 43' WIDE.

COSTCO WHOLESALE

SEC HWY 65 & CHESTNUT EXPY
SPRINGFIELD, MISSOURI

Owner:
COSTCO WHOLESALE
999 Lake Drive
Issaquah, WA 98027

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SEALS AND SIGNATURES

NOT FOR CONSTRUCTION

KEY PLAN

PROJECT NORTH

DRAWING TITLE
PRELIMINARY LANDSCAPE PLAN
SHEET 2 OF 2

0' 15' 30' 60'
SCALE: 1" = 30'

SCALE

PROJECT NUMBER
11778.000

DRAWING NUMBER
LP101

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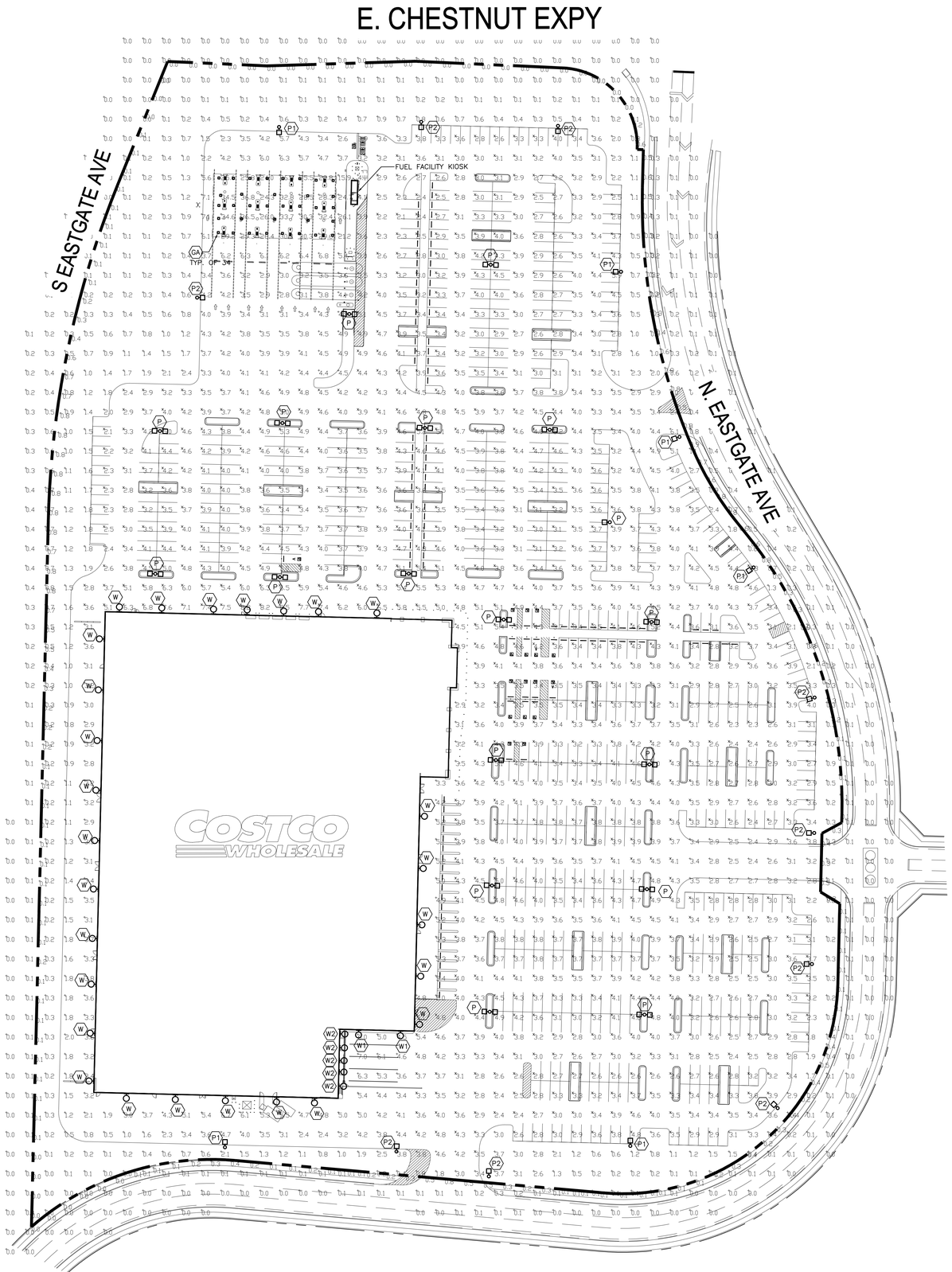
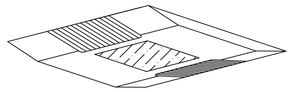


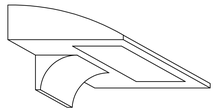
SITE PHOTOMETRIC PLAN
SCALE: 1" = 50'-0"

FIXTURE DESCRIPTION

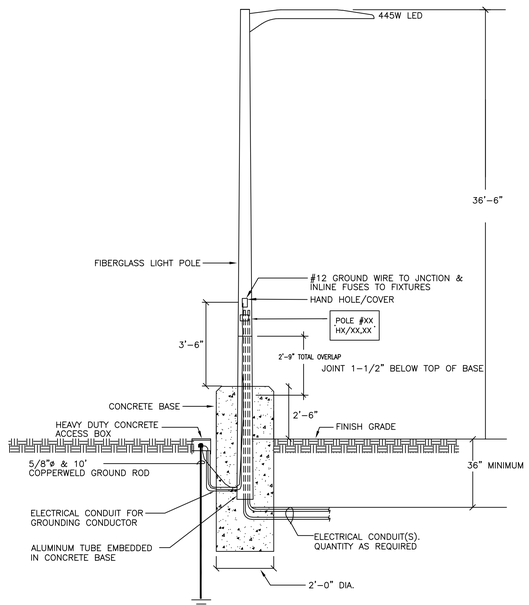
P	COOPER GALLEON GLEON-AF-08-LED-E1-5WQ-BZ, 445W TYPE 5 DISTRIBUTION. FIBERGLASS POLE 36'-6" ABOVE GRADE, WITH 2'-6" BASE.
P1	COOPER GALLEON GLEON-AF-08-LED-E1-SL3-HSS-BZ, 445W TYPE 3 DISTRIBUTION. FIBERGLASS POLE 36'-6" ABOVE GRADE, WITH 2'-6" BASE.
P2	COOPER GALLEON GLEON-AF-08-LED-E1-SL4-HSS-BZ, 445W TYPE 3 DISTRIBUTION. FIBERGLASS POLE 36'-6" ABOVE GRADE, WITH 2'-6" BASE.
W	LITHONIA DSXW2 LED 40K 30C 1000 T2M, 109W LED, 20' MOUNTING HEIGHT
W1	LITHONIA DSXW2 LED 40K 30C 1000 T4FT, 109W LED, 20' MOUNTING HEIGHT
W2	LITHONIA DSXW2 LED 40K 30C 530 T4M, 54W LED, 20' MOUNTING HEIGHT
GA	96W LED, SURFACE SYMETRIC DOWN LIGHT, FLAT LENS, 18' MOUNTING HEIGHT



FUEL FACILITY – LED (GA)
NO SCALE



TYPICAL WALL PACK DETAIL (W, W1, W2)
SCALE: NTS



NOTE: PROVIDE CONCRETE J-BOX AS REQUIRED.
THIS DETAIL IS FOR ELECTRICAL CONDUITS ROUTING ONLY.
SEE STRUCTURAL DRAWINGS S0.2 FOR DETAILS.

POLE DETAIL
SCALE: NTS

ISSUED FOR QA

DRAWN: TTN CHECKED: ANT/JGM

REVISION DATE:

ISSUE DATE: SEPTEMBER 2019

ARCHITECT REFERENCE NO: 16-5333-01

TEI of WA, Inc.
830 N. RIVERSIDE DRIVE
SUITE #200
RENTON, WA 98057
PHONE: 425-970-3753
FAX: 425-970-9756

DD PACKAGE

SPRINGFIELD, MO

SITE PLAN – COMPLETE

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PROJECT NO: 19-470

SE-1

One-rdg. _____
P. Hrngs. _____
Pgs. 16
Filed: 06-23-20

Sponsored by: McGull

First Reading: _____ Second Reading: _____

COUNCIL BILL 2020-154 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 Kirkland Commons, generally located at 3502 East Chestnut Expressway, 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.)

WHEREAS, an original Preliminary Plat of Kirkland Commons dated May 12, 2020, is on file in the Department of Planning and Development; and

WHEREAS, on June 4, 2020, the Planning and Zoning Commission met and approved the Preliminary Plat of Kirkland Commons, which is generally located at 3502 East Chestnut Expressway; a copy of the Record of Proceedings from said meeting is attached hereto as “Exhibit A” and incorporated herein by this reference.

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 dedication of public streets and easements as shown on the Preliminary Plat of Kirkland Commons, which is generally located at 3502 East Chestnut Expressway, as approved by the Planning and Zoning Commission. The original plat of Kirkland Commons 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” and all of “Exhibit B,” including any and all 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 the

Approved Preliminary plat, upon the filing and recording of 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 the above written conditions.

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 and is subject to Section 36-226 of the Land Development Code.

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 2020 -154

FILED: 06-23-20

ORIGINATING DEPARTMENT: Planning and Development

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 Kirkland Commons, generally located at 3502 East Chestnut Expressway, 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 Kirkland Commons dated May 12, 2020 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 June 4, 2020, and approved the preliminary plat by a vote of 8 to 0, subject to the following conditions:

1. All improvements shall be constructed in accordance with the "Design Standards for Public Improvements" of the Public Works Department and the maintenance and operation of such improvements shall be the responsibility of the developers unless approved by the Director of Public Works. All required sanitary sewer, street, sidewalk and drainage plans shall be prepared in accordance with City standards and specifications and approved by the Director of Public Works.

2. All required street rights-of-way, drainage and utility easements and limitations of access shall be dedicated on the final plat.

3. The developer shall meet all city and state erosion control regulations prior to disturbing the soil.

4. It is determined that the public interest requires assurance concerning adequate maintenance of common space areas and improvements. The restrictive covenants, rules and bylaws creating the common ownership must therefore provide that if the owners of the Property Owners Association shall fail to maintain the common areas or improvements in reasonable order and condition in accordance with the approved plans, the City may, after notice and hearing, maintain the same and assess the costs against the units or lots, per

the Common Open Space and Common Improvement Regulations section of the Zoning Ordinance.

5. The developer shall be responsible for the relocation costs of any existing utility services and shall be responsible for clearing all utility easements of trees, brush and overhanging tree limbs.

6. All other requirements which are necessary for this subdivision to be in compliance with the Subdivision Regulations.

All required improvements shall be the sole responsibility of the sub-divider. As prescribed by Section 36-233 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.

The Growth Management and Land Use Plan element of the Comprehensive Plan identifies this as an appropriate area for Medium Intensity Retail, Office or Housing, except for the far northwest corner which is identified as appropriate for Low Density Housing. The subdivision divides the property in a way that will facilitate commercial or mutli-family development which is consistent with the comprehensive plan and current zoning district. The Major Thoroughfare Plan classifies Chestnut Expressway Road as a Primary Arterial and Eastgate Avenue as a Collector which support the proposed land use.

REMARKS:

Staff recommends approval.

Submitted by:

Jared Follin

Jared Follin, Associate Planner

Recommended by:

Mary Lilly Smith, Director

Approved by:

Jason Gage, City Manager

EXHIBITS:
Exhibit A, Record of Proceedings
Exhibit B, Development Review Staff Report

ATTACHMENTS:
Attachment 1, Department Comments
Attachment 2, Conditions of Plat Approval
Attachment 3, Preliminary Plat

Exhibit A

RECORD OF PROCEEDINGS
PRELIMINARY PLAT – KIRKLAND COMMONS
Planning and Zoning Commission – June 4, 2020

Preliminary Plat of Kirkland Commons
3502 East Chestnut Expressway
Applicant: Burks Development Corporation, c/o Gary M. Burks

Mr. Hosmer stated that this is a request to approve a 49.1 acre 3-lot commercial subdivision located at 3502 East Chestnut Expressway. The Comprehensive Plan identifies this as an appropriate area for Medium Intensity Retail, Office or Housing, except for the far northwest corner which is identified as appropriate for Low Density Housing. Zoned PD 298. The Transportation Plan classifies Chestnut Expressway Road as a Primary Arterial and Eastgate Avenue as a Collector which support the proposed land use. The property is currently zoned Planned Development 298 which allows for commercial uses. A Final Development Plan to develop "Lot 1" has been submitted and is running concurrently with the Preliminary Plat. The subdivision is proposing to relocate Eastgate Avenue to allow for a larger development area for Lot 1. Public improvement plans are required for the street and sidewalks improvements. The final plat cannot be approved until public improvement plans have been submitted, approved, and the improvements constructed or escrowed. All improvements shall be constructed in accordance with the "Design Standards for Public Improvements" of the Public Works Department. If Planning and Zoning Commission approves the preliminary plat, 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. Staff recommends approval.

Mr. Doennig opened the public hearing.

Jared Rasmussen, 550 E. Saint Louis, representing the developer and here to answer any questions.

Mr. Doennig closed the public hearing.

COMMISSION ACTION:
Ms. Cox motioned to **approve** item Preliminary Plat of Kirkland Commons (3502 East Chestnut Expressway). Mr. King seconded the motion. Ayes: Doennig, Coltrin, Ogilvy, Cox, Shuler, Jobe, Thomas, and Broekhoven. Nays: None. Abstain: None. Absent: Rose.

Bob Hosmer, AICP
Planning Manager

Exhibit B

PLANNING AND ZONING COMMISSION PUBLIC HEARING:	JUNE 4, 2020
CITY COUNCIL PUBLIC HEARING:	JUNE 29, 2020

CASE NUMBER:
Preliminary Plat of Kirkland Commons

LOCATION:
3502 East Chestnut Expressway

ACRES:
49.129 acres

EXISTING LAND USE:
Vacant property

APPLICANT:
Burks Development Corporation

STAFF:
Jared Follin, 864-1612

STAFF RECOMMENDATIONS:
Approve w/Conditions

PROPOSED MOTION:
Move to approve preliminary plat with conditions.

SUMMARY OF REQUEST:

The applicant is proposing a preliminary plat for a three-lot subdivision named “Kirkland Commons” to facilitate development on the property.

FINDINGS FOR STAFF RECOMMENDATION:

1. The applicant’s proposal, with the conditions listed below, is consistent with the City’s *Subdivision Regulations*.

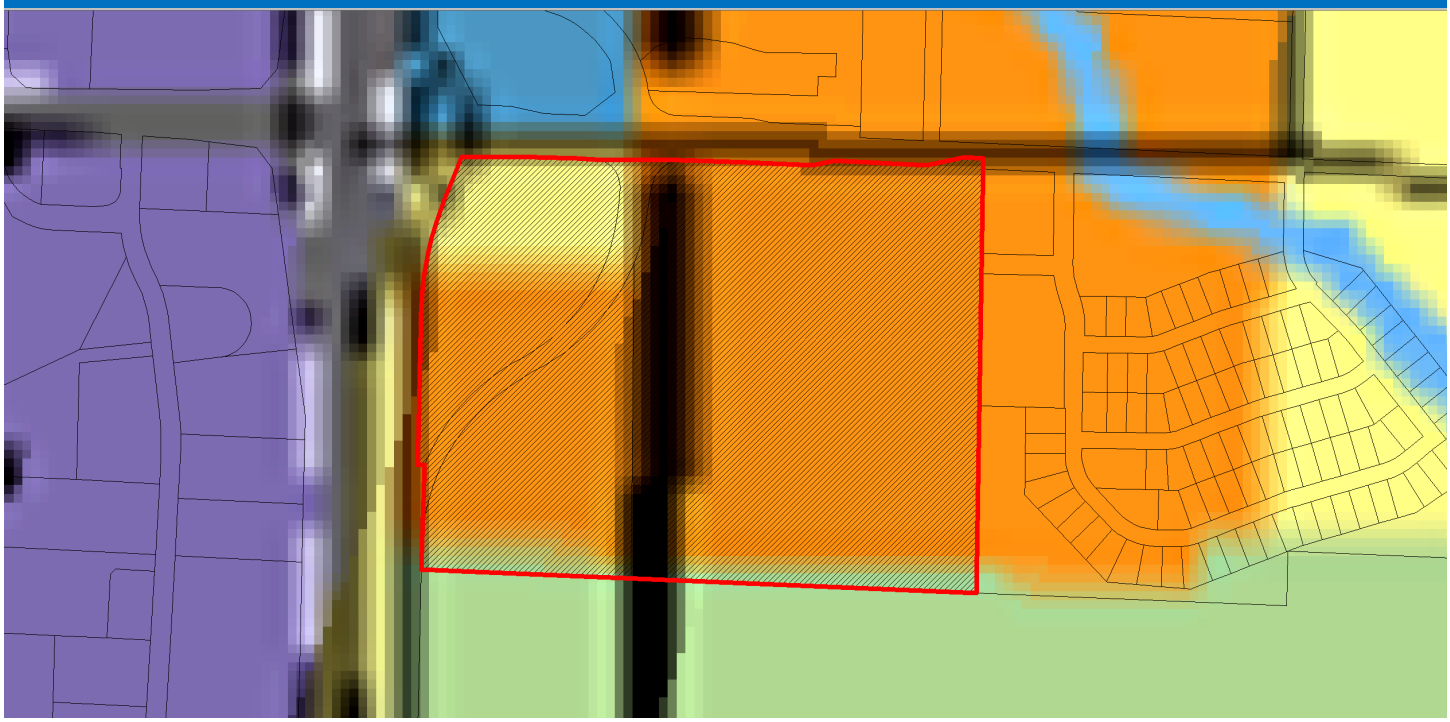
SURROUNDING ZONING AND LAND USES:

	NORTH	SOUTH	EAST	WEST
ZONING	HC	R-SF	GR/R-SF	N/A
LAND USE	Retail Sales	Golf Course	Vacant	Highway 65

SURROUNDING LAND USES (GOOGLE MAP AERIAL VIEW):

GOOGLE MAPS STREET VIEW:

GROWTH MANAGEMENT AND LAND USE PLAN:



- Low-Density Housing
- Medium or High Density Housing
- Medium Intensity Retail, Office or Housing
- High Intensity Retail, Office or Housing
- Greater Downtown
- Business Park
- Light Industrial, Office and Office-Warehouse
- General Industry, Transportation and Utilities
- Park
- School
- Golf
- Community-Public
- Urban Reserve Area
- Rural Area
- Greenway
- Parkway
- City Boundary
- Urban Service Area Boundary, Year 2020
- Urban Reserve Boundary, Year 2040

PROPERTY HISTORY:

The subject property was annexed into the City in 2006 and was rezoned to Planned Development 298 in the same year; however, it has remained un-platted and undeveloped. Eastgate Avenue was recently relocated to its current position but will be relocated once more.

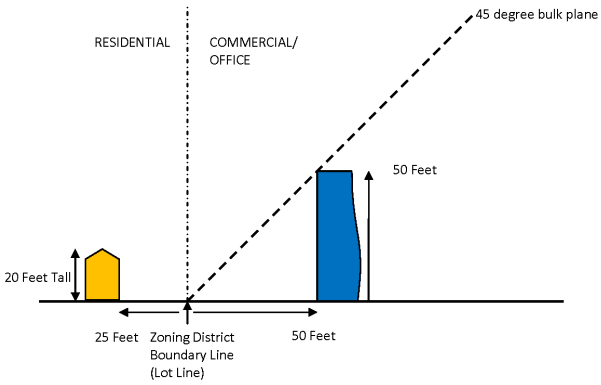
COMPATIBILITY WITH THE ZONING ORDINANCE:

CODE ITEM	REQUIREMENTS FOR Planned Development 298
Use Limitations	N/A
Maximum Structure Height	None, except that all structures shall remain below a 45-degree bulk plane as measured from the boundary of any residential district.
Front Yard Setback	1. 15 feet along relocated Eastgate Avenue and Chestnut Expressway 2. None along any other public or private streets internal to the District.
Side and Rear Setbacks	None, subject to bufferyard requirements
Open Space Requirement	Not less than twenty (20) percent of the gross site area. No individually platted lot shall have less than ten (10) percent open space.
Design Requirements	A Final Development Plan must be submitted showing conformance with the requirements of Planned Development 298. City Council approval is required.

BULK PLANE

45-degree bulk plane

Attachment C-2. Bulk Plan Comparison



N:\ADMIN\City Council\Correspondence\bulk plane example 092611.doc

LANDSCAPING

A buffer yard, at least twenty (20) feet deep, is required along the south and east property lines of the Planned Development. Plantings within the bufferyard shall include four (4) canopy trees, four (4) understoy trees and eight (8) evergreen trees per one-hundred (100) linear feet. A six (6) foot tall decorative fence shall be installed within the bufferyard along the south property line and shall be placed with the middle third of the bufferyard.

See the Perimeter Treatment section of Planned Development 298 for more information.

COMPATIBILITY WITH COMPREHENSIVE PLAN:

The *Growth Management and Land Use Plan* element of the *Comprehensive Plan* identifies this as an appropriate area for Medium Intensity Retail, Office or Housing, except for the far northwest corner which is identified as appropriate for Low Density Housing. The subdivision divides the property in a way that will facilitate commercial or mutli-family development which is consistent with the comprehensive plan and current zoning district. The Major Thoroughfare Plan classifies Chestnut Expressway Road as a Primary Arterial and Eastgate Avenue as a Collector which support the proposed land use.

STAFF COMMENTS:

1. The applicant is proposing to subdivide approximately forty-nine acres into a three-lot subdivision named “Kirkland Commons” to facilitate development of the site.

2. The subdivision is proposing to relocate Eastgate Avenue in order to allow for a larger area for construction on Lot 1. The new alignment of Eastgate Avenue will remain connected to Chestnut Expressway at its current location. The existing right-of-way will return to the applicant by contract deed from MODOT and the newly dedicated Eastgate Avenue will be deeded to MODOT. Olive Street will also be extended from the east and connect to Eastgate Avenue.

3. A Final Development Plan to develop “Lot 1” has been submitted by the applicant and is running concurrently with the Preliminary Plat. City Council approval is required.

4. All proposed lots meet the requirements of the City’s Subdivision Regulations.

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 proposed preliminary plat was reviewed by City departments and comments are contained in Attachment 1. Conditions of Approval are provided in Attachment 2. An engineering report was provided by the engineer of record as a separate document.

PUBLIC NOTIFICATION:

The property was posted 10 days prior to the Planning and Zoning Commission meeting.

DEPARTMENT COMMENTS:

ATTACHMENT 1
DEPARTMENT COMMENT

CITY UTILITIES:

1. Preliminary plat is acceptable.
2. Final routing of Electric/Gas/Water mains will be determined by CU Engineering.
3. Gas/Water appears acceptable as shown. Contact Mark Logan @ 417-831-8540 as needed.
4. CU Electric is requesting to extend South along the West side of the proposed Sanitary Sewer extension through lot 3 to proposed Olive St provide adequate service to all lots. An additional 10 ft U/E will be needed alongside the proposed Sewer easement. Contact Tom Arnall @ 417-831-8764 to coordinate. The tract between Eastgate and US 65 is not currently served with Electric, and an additional extension will be required to provide service to it when it develops. This would likely come from the Junction Cabinet at the SE corner of Eastgate/Chestnut.

DEPARTMENT OF ENVIRONMENTAL SERVICES WASTEWATER MANAGEMENT DIVISION:

1. Public sewer is not directly available for the proposed subdivision and will require public improvement plans to extend gravity sewer to each proposed lot. Public sewer to be designed according to city design standards. Refer to the Developers Resource Center at https://www.springfieldmo.gov/1101/Developer-Resource-Center for more information regarding the submittal of Public Improvement Plans.
2. The proposed subdivision site is subject to two different trunkline connection fees which have to be paid as part of the sewer impact permit fee when building plans are approved. Pierson Creek ph. 2 trunkline connection fee of $0.0147 per square foot of property and the Hickory Hills ph 2 trunkline connection fee of $0.0774 per square foot of property; totaling $0.0921 per square foot of property connecting. Since the detention basin is common area to all lots within the subdivision, this fee will need to be applied to the additional area added to detention also. The plan specifies lot 1 is 799,424 s.f. which comes to $73,626.95 Need to provide the additional detention area to determine the rest of the fee; leave out the existing detention area on Hickory Hills ph 2.
3. All public improvements, street, storm and sanitary sewer must be submitted under one public improvement plan number. No plats or building permits can be filed until the plans have been approved, filed, constructed and accepted or escrowed.
4. No objection to escrow of public sewer improvements. If interested in escrow, submit the application for escrow of public improvements located at https://www.springfieldmo.gov/DocumentCenter/View/19701/Request-to-Secure-Public-Improvements?bidId=. Note that this is the application to apply for escrow only. The actual escrow cannot be approved until the fees for the public improvement plans have been paid and the plans have been filed.
5. Note that a sewer permit cannot be issued until the public improvement plans have actually been constructed and accepted regardless if the improvements have been escrowed.
   Site Plan comments;
6. Note that public sewer serving lot 1 is shown on the preliminary plat just south of Chestnut.
7. When building plans are submitted, specify the point of connection to public sewer on the utility plan. Dimension the distance to the up and down stream manholes and the size of the proposed lateral.
8. A sewer impact permit fee will be required for the new building. This fee is based on the size of the proposed water meter(s) according to city code no. 120.246. Specify the size of the proposed water meter on the utility plan
9. Any food service establishment or development with a commercial kitchen must install an approved grease interceptor and may be subject to City Fats, Oils and Grease Program annual permitting fees.
10. Additional comments on the sewer extension will be provided when plans are submitted.

FIRE DEPARTMENT:

Fire hydrant spacing per 2018 IFC Section 507 & Appendix C

DEPARTMENT OF PUBLIC WORKS TRAFFIC OPERATIONS DIVISION:

Public improvement plans are required to be submitted, approved and improvements constructed or escrowed prior to approval of the final plat.

DEPARTMENT OF PUBLIC WORKS STORMWATER ENGINEERING DIVISION:

1. Preliminary plat looks acceptable as shown.
2. Drainage easement and stream buffer easement documents must be given with the final plat.

DEPARTMENT OF PUBLIC WORKS TRANSPORTATION ENGINEERING DIVISION:

Approved. Public Improvement Plans will need to be submitted and approved before Final Plat approval.

GREENE COUNTY HIGHWAY DEPARTMENT:

The eastern portion of lot 2 (app. 200 ft.) borders county right of way. The classification of the roadway is as a primary arterial. A minimum of 55 ft. from existing centerline is required for a primary arterial. That will match what's been dedicated on the properties to the east and be consistent with the right of way limits within the city to the west. The county is requesting the dedication of the additional right of way to equal a total of 55 ft. from existing centerline of Farm Rd. 132.

MISSOURI DEPARTMENT OF TRANSPORTATION:

No comment on preliminary plat.

REQUIREMENTS FOR APPROVAL:

ATTACHMENT 2
CONDITIONS OF PLAT APPROVAL

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.

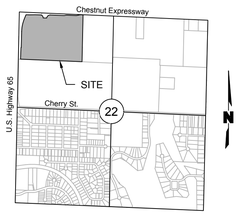
If the request is recommended for denial by the Commission and the applicant requests City Council consideration, all the above conditions, plus any amendments made by the Planning and Zoning Commission, shall be included in the Council Bill.

ATTACHMENT 3

PRELIMINARY PLAT

KIRKLAND COMMONS

PART OF THE NORTH HALF (N½)
SECTION 22, TOWNSHIP 29 NORTH, RANGE 21 WEST
CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI



LOCATION MAP
Sec. 22, T-29-N, R-21-W
Scale: 1"=2000'

VICINITY MAP
NOT TO SCALE

INFORMATION OF FACT

1. This survey and plan is based upon the following data and/or exceptions:

	Yes	No	Item
a) Deed of Record	x		Deed Book 1148, at page 281; R/W Deed 2019, at Page 006820-19
b) Filed Maps	x		Hickory Hills Phase II (AAA-522); Menards East (AAA-487)
c) Title Search/Binder	x		First American Title Insurance Company File no. NCS-971989-WA1, Effective date: 8/21/19; Revised date: 9/5/19

2. Certified To: Costco Wholesale Corporation
   This is to certify that, to the best of my knowledge and belief, this map or plan is the result of a field survey performed on August 28, 2019, by me or under my direct supervision, in accordance with the rules and regulations promulgated by the "State Board of Professional Engineers and Land Surveyors". The information depicted hereon, to the best of my knowledge and belief, represents the conditions found at, and as of the date of the field survey, except such improvements or easements, if any below the surface and not visible. Accordingly the undersigned professional is not responsible for the presence of underground utilities or structures, if same are not visible or otherwise disclosed by any aforementioned data listed above.
3. This survey or plan is made for and certified to the parties named hereon for the purpose(s) stated. No other purpose is intended nor implied. The undersigned professional is neither responsible nor liable for the use of this plan beyond its intended purpose.
4. The use of the word "certify" or "certification" constitutes an expression of professional opinion regarding those facts or findings which are the undersigned professional's knowledge, information and belief, and in accordance with the commonly accepted procedure consistent with the applicable standards of practice, and does not constitute a warranty or guarantee either expressed or implied.
5. Olsson and the surveyor of record make no guarantees that the underground utilities shown hereon comprise all such utilities in the area, either in service or abandoned. Olsson and the surveyor of record further does not warrant that the underground utilities shown are in the exact location indicated. Olsson and the surveyor of record have not physically located the underground utilities. If any underground utility locations are required, they will have to be verified by field potholing the utilities. Olsson and the surveyor of record shall not be liable for the location of or the failure to note the location of non-visible utilities. Utilities were ordered to be located per one-call ticket number 192170987, 192171110, 192171220, 192171221, and 192171599. The companies listed on the ticket are ATT Distribution, City Utilities Electric/Gas/Water/Fiber, City of Springfield Sewer/Traffic, Level 3 now Centurylink, MoDOT SW District-Springfield, and Mediacom.

NOTES

1. Sidewalks are to be constructed on both sides of Olive Street and a portion along the East side of Eastgate Avenue.
2. Maintenance of any area referred to as an easement or common area is the responsibility of the property owners associated.
3. 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.
4. Detention & Drainage Easement has been designed to accommodate storm water detention and water quality for each lot. Connection to the detention is being provided via the proposed storm system for Olive Street. If future development elects to not connect to the proposed storm system, for all or a portion of the Lot(s), then additional detention and water quality facilities may be required.
5. Traffic Impact Study will be required prior to development. Traffic Study may be limited to the specific proposed development.
6. No structures are to be built between right-of-way and setback lines.
7. No fences, plantings or obstructions other than mailboxes are permitted within the limits of any right-of-way or drainage easement.
8. Lot corner pins are 1/2" rebar with plastic cap marked "Olsson LC 366".
9. The Flood Insurance Rate Map (FIRM) from the Federal Emergency Management Agency (FEMA) Community Panel No. 29077C0353E, Effective Date December 17, 2010 shows this property is located in Zone "X" (Areas determined to be outside the 0.2% annual chance floodplain.)

DESCRIPTION

A parcel of land, being all that part of the North One-Half (N1/2) of the Northwest Quarter (NW1/4) of Section Twenty-Two (22), Township Twenty-Nine (29) North, Range Twenty-One (21) West, lying South of Chestnut Expressway (Mill Street), East of Highway 65 and West of Hickory Hills Phase II, a Final Plat recorded in Book AAA, at page 522, and being a part of the tracts of land described in Book 1148, at page 281 and all that part of the land described in Book 2019, at Page 006820-19 in the Greene County, Missouri Recorder's Office, Springfield, Greene County, Missouri, being more particularly described as follows:

COMMENCING at an existing aluminum monument marking the Northeast Corner of said NW1/4 of said Section 22; Thence N87°28'08"W (N87°23'48"W Plat), along the North line of said NW1/4, a distance of 939.39 feet (939.15 feet Plat); Thence S01°16'55"W (S01°17'06"W Deed and Plat), leaving said North line, a distance of 25.00' (25.01' Deed,) being point on the North right-of-way line of Chestnut Expressway, also known as Mill Street, at Station 51+00.84 per the General Warranty Deed recorded in Book 2016, at Page 045692-16, in said Greene County Recorder's Office, being the POINT OF BEGINNING; Thence leaving said right-of-way line, S01°16'55"W (S01°17'06"W Plat), along the West line of said Hickory Hills Phase II, a distance of 1310.15' to an existing 5/8" iron pin (LC 62), being a point on the South line of said N1/2, NW1/4 of said Section 22; Thence N87°36'40"W leaving said West line of said Hickory Hills Phase II, and along said South line of said N1/2, NW1/4, a distance of 1720.78', to a 1/2" iron pin set (LC366), being a point on the East right-of-way line of said Highway 65; Thence N02°22'42"E, leaving said South line and along said East right-of-way line, a distance of 326.01', to a 1/2" iron pin set (LC366); Thence S88°38'02"E, continuing along said East right-of-way line, a distance of 6.28', to an existing aluminum monument, (MODOT) at Station 888+25.21, 207.78' Left, per the Quit Claim Deed recorded in Book 2019, at Page 006820-19 in said Greene County Recorder's Office; Thence N01°21'58"E (N01°22'02"E Deed), continuing along said East right-of-way line, a distance of 447.27' (Measured and Deed), to an existing aluminum monument (MODOT) at Station 883+77.94 208.07' Left; Thence continuing along said East right-of-way line and a non-tangent curve to the right, having a radius of 979.09' (Measured and Deed), a central angle of 20°41'03" and a chord which bears N11°42'59"E (N11°43'03"E Deed), an arc distance of 353.46' (353.45' Deed), to an existing aluminum monument (MODOT) at Station 880+32.17 271.46' Left; Thence N22°03'06"E (N22°03'04"E Deed), a distance of 135.34' (135.35' Deed) to an existing aluminum monument (MODOT), being the point of intersection of the East right-of-way line of said Highway 65 at Station 879+05.57 319.65' Left and the South right-of-way line of said Chestnut Expressway at Station 35+06.00 91.20' Right; Thence S87°28'08"E (S87°28'11"E Deed), leaving said East right-of-way line, and along said South right-of-way line, a distance of 101.91' (Measured and Deed), to an existing aluminum monument (MODOT) at Station 36+07.91 91.20' Right; Thence N88°15'17"E (N88°17'10"E Deed), continuing along said South right-of-way line, a distance of 151.31' (150.89' Deed), to an existing aluminum monument (MODOT) at Station 37+58.76 80.00' Right; Thence S87°28'08"E (S87°28'05"E Deed), continuing along said South right-of-way line, a distance of 151.61' (151.78' Deed), to an existing aluminum monument (MODOT) at Station 39+10.54 80.00' Right; Thence continuing along said South right-of-way line and transitioning to the West right-of-way line of Eastgate Avenue as described in said Book 2016, at Page 045692-16, and along a non-tangent curve to the right, having a radius of 80.00' (Measured and Deed), a central angle of 90°00'11" and a chord which bears S42°26'10"E (S42°28'05"E Deed), an arc distance of 125.67' (125.66' Deed), to an existing aluminum monument (MODOT) at Station 1+60.00 49.00' Right Eastgate Avenue; Thence S88°49'00"E, leaving said West right-of-way line, and crossing said Eastgate Avenue, a distance of 95.38' to an existing aluminum monument (MODOT) at Station 1+57.68 46.30' Left on the East right-of-way line of said Eastgate Avenue; Thence along said East right-of-way line and transitioning to said South right-of-way line of Chestnut Expressway, and along a non-tangent curve to the right, having a radius of 100.00' (Measured and Deed), a central angle of 83°38'03" and a chord which bears N50°48'25"E (N50°46'55"E Deed), an arc distance of 145.97' (145.73' Deed), to an existing aluminum monument (MODOT) being a point on said South right-of-way line of Chestnut Expressway at Station 41+85.19 69.00 Right; Thence S87°28'08"E (S87°28'05"E Deed), along said South right-of-way line, a distance of 385.40' (385.31' Deed), to an existing aluminum monument (MODOT) at Station 45+70.50 69.00' Right; Thence N78°30'16"E (N78°29'45"E Deed), continuing along said South right-of-way line, a distance of 65.91' (65.97' Deed), to an existing aluminum monument (MODOT) at Station 46+34.50 53.00' Right; Thence S87°28'08"E (S87°28'05"E Deed), continuing along said South right-of-way line, a distance of 279.70 feet (279.75' Deed), to an existing aluminum monument (MODOT) at Station 49+14.25 53.00' Right; Thence N78°29'58"E (N78°29'45"E Deed), a distance of 115.44' (Measured and Deed) to an existing aluminum monument (MODOT) at Station 50+26.74 24.87' Right; Thence S87°28'08"E (S87°28'05"E Deed), continuing along said South right-of-way line, a distance of 74.26' (74.60' Deed), to the POINT OF BEGINNING, EXCEPT that part of the public right-of-way of said Eastgate Avenue, as described in aforementioned Book 2016, at Page 045692-16. Said tract containing 2,140,060 square feet, or 49.129 acres, more or less, subject to all rights-of-way, easements and restrictions of record.

CERTIFICATE OF SURVEY AND ACCURACY

Know all men by these presents:
That I, Roddy G. Neff, do hereby certify to Costco Wholesale Corporation that this survey was prepared under my supervision from an actual survey of the land herein described, prepared by Olsson Associates, Inc., dated May 15, 2020, and signed by Roddy G. Neff, PLS 2671, and that the monuments and lot corner pins shown herein were placed under the personal supervision of Roddy G. Neff, PLS 2671, in accordance with Section 410.5 of the Subdivision Regulations, Article II, of the City of Springfield, Greene County, Missouri and the current Missouri Standards For Urban Property Boundary Surveys.

Roddy G. Neff — 5-15-20

Roddy G. Neff, MO PLS 2671
Olsson Associates, MO LC 366
rgneff@olssonassociates.com

Date

SHEET 1 OF 2
Preliminary Plat of Kirkland Commons

PREPARED FOR

Costco Wholesale Corporation
999 Lake Drive
Issaquah, WA 98027

PREPARED BY

Olsson, Inc.
550 St. Louis Street
Springfield, MO 65806

BENCHMARKS

COS 216
SE quadrant of Eastgate @ Chestnut Expressway
N:501722.13 E:1429406.85 Elev=1379.85'

GR-16 (PID AC7156)
DNR aluminum GRS disk set in concrete near the intersection of Cherry @ Hickory
N:499069.34 E:1431590.66 Elev=1361.92'

DEVELOPMENT NOTES

Total Area:	2,140,060± sf - 49.129± Acres
Total No. of Lots:	3
Smallest Lot:	Lot 2 - 539,323± sf (12.381± Acres)
Largest Lot:	Lot 1 - 799,440± sf (18.353± Acres)
Source of Title:	Book 1604, Page 932
Prel. Plat Submittal:	April 24, 2020
Current Zoning:	PD 298

MISSOURI ONE-CALL SYSTEM
1-800-DIG-RITE OR 811
www.mo1call.com

STATE OF MISSOURI
LS-2671
RODDY G. NEFF
REGISTERED LAND SURVEYOR
5-15-20

drawn by: CDA	DATE	REVISION	BY
surveyed by: DDD/CO			
checked by: RGN			
approved by: RGN			
project no.: 019-2034	05.12.20	Revised Boundary Description	CDA
file name: V_PPLT_0192034	04.24.20	Reconfigure Street & Lot Layouts	CDA
	11.04.19	Original Preparation	CDA

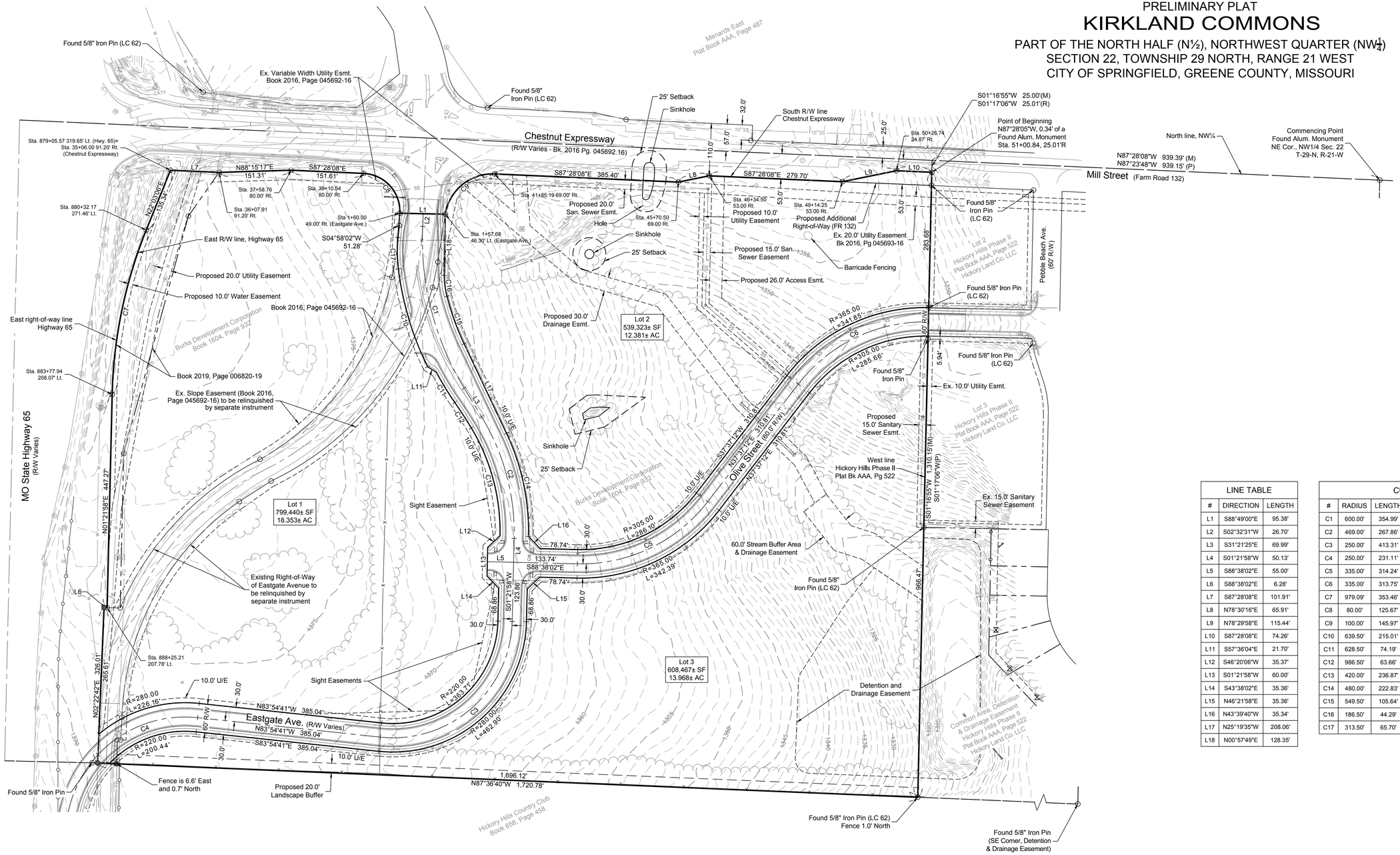
olsson

Olsson, Inc. Survey MO Certificate of Authority #LC366
550 St. Louis St. TEL 417.890.8802
Springfield, MO 65806 FAX 417.890.8805 www.olsson.com

PRELIMINARY PLAT

KIRKLAND COMMONS

PART OF THE NORTH HALF (N½), NORTHWEST QUARTER (NW¼)
SECTION 22, TOWNSHIP 29 NORTH, RANGE 21 WEST
CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI



BASIS OF BEARINGS
Grid North based on Missouri State Plane Coordinate System 1983 by use of MoDOT continuously operating GNSS RTK Network Central Zone
Ref: NGS GR-16 (2012 Adjustment)

LINE TABLE		
#	DIRECTION	LENGTH
L1	S88°49'00"E	95.38'
L2	S02°32'31"W	26.70'
L3	S31°21'25"E	69.99'
L4	S01°21'58"W	50.13'
L5	S88°38'02"E	55.00'
L6	S88°38'02"E	6.28'
L7	S87°28'08"E	101.91'
L8	N78°30'16"E	65.91'
L9	N78°29'58"E	115.44'
L10	S87°28'08"E	74.26'
L11	S57°36'04"E	21.70'
L12	S46°20'06"W	35.37'
L13	S01°21'58"W	60.00'
L14	S43°38'02"E	35.36'
L15	N46°21'58"E	35.36'
L16	N43°39'40"W	35.34'
L17	N25°19'35"W	208.06'
L18	N00°57'49"E	128.35'

CURVE TABLE					
#	RADIUS	LENGTH	DELTA	CHORD	CH. BEARING
C1	600.00'	354.99'	33°53'56"	349.83'	S14°24'27"E
C2	469.00'	267.86'	32°43'23"	264.23'	S14°59'44"E
C3	250.00'	413.31'	94°43'22"	367.82'	S48°43'38"W
C4	250.00'	231.11'	52°58'03"	222.97'	S69°36'18"W
C5	335.00'	314.24'	53°44'45"	302.85'	N64°29'35"E
C6	335.00'	313.75'	53°39'43"	302.41'	N64°27'04"E
C7	979.09'	353.46'	20°41'03"	351.54'	N11°42'59"E
C8	80.00'	125.67'	90°00'11"	113.14'	S42°26'10"E
C9	100.00'	145.97'	83°38'03"	133.35'	N50°48'25"E
C10	639.50'	215.01'	19°15'50"	214.00'	S16°40'21"E
C11	628.50'	74.19'	6°45'49"	74.15'	S31°22'37"E
C12	986.50'	63.66'	3°41'51"	63.65'	S32°54'36"E
C13	420.00'	236.87'	32°18'50"	233.75'	S14°54'16"E
C14	480.00'	222.83'	26°35'56"	220.84'	N12°01'37"W
C15	549.50'	105.64'	11°00'54"	105.48'	N19°49'08"W
C16	186.50'	44.29'	13°36'20"	44.18'	N07°30'31"W
C17	313.50'	65.70'	12°00'28"	65.58'	S01°02'12"E

LEGEND

- Found MoDOT Alum. Monument (Except as Noted)
- Set 1/2" Rebar w/Plastic Cap, "LC 366"
- (M) Measured
- (P) Platted
- (R) Record Deed (Book 2016, Page 045692-16)
- Fire Hydrant
- Guy Wire
- Light Pole
- Power Pole
- Sanitary Manhole
- Storm Manhole
- Telephone Manhole
- P—OH— Overhead Electric
- SS— Sanitary Sewer Line
- SD— Storm Sewer Line
- x— Barbed Wire Fence
- Chainlink Fence
- Tree Line
- Asphalt Pavement
- Concrete Sidewalk
- Concrete Pavement

BENCHMARKS

COS 216
SE quadrant of Eastgate @ Chestnut Expressway
N:501722.13 E:1429406.85 Elev=1379.85'

GR-16 (PID AC7156)
DNR aluminum GRS disk set in concrete near the intersection of Cherry @ Hickory
N:499069.34 E:1431590.66 Elev=1361.92'

DEVELOPMENT NOTES

Total Area:	2,140,060± sf - 49.129± Acres
Total No. of Lots:	3
Smallest Lot:	Lot 2 - 539,323± sf (12.381± Acres)
Largest Lot:	Lot 1 - 799,440± sf (18.353± Acres)
Source of Title:	Book 1604, Page 932
Prel. Plat Submittal:	April 24, 2020
Current Zoning:	PD 298

PREPARED FOR

Costco Wholesale Corporation
999 Lake Drive
Issaquah, WA 98027

PREPARED BY

Olsson, Inc.
550 St. Louis Street
Springfield, MO 65806

MISSOURI ONE-CALL SYSTEM
1-800-DIG-RITE OR 811
www.mo1call.com

STATE OF MISSOURI
LS-2671
RODDY G. NEFF
REGISTERED LAND SURVEYOR
05-05-20

CERTIFICATE OF SURVEY AND ACCURACY

Know all men by these presents:
That I, Roddy G. Neff, do hereby certify to Costco Wholesale Corporation that this survey was prepared under my supervision from an actual survey of the land herein described, prepared by Olsson Associates, Inc., dated April 24, 2020, and signed by Roddy G. Neff, PLS 2671, and that the monuments and lot corner pins shown herein were placed under the personal supervision of Roddy G. Neff, PLS 2671, in accordance with Section 410.5 of the Subdivision Regulations, Article II, of the City of Springfield, Greene County, Missouri and the current Missouri Standards For Urban Property Boundary Surveys.

Roddy G. Neff, MO PLS 2671
Olsson Associates, MO LC 366
rgneff@olssonassociates.com

Date

SHEET 2 OF 2
Preliminary Plat of Kirkland Commons

drawn by: CDA	DATE	REVISION	BY
surveyed by: DDD/CO			
checked by: RGN			
approved by: RGN			
project no.: 019-2034	05.12.20	Revised Boundary Description	CDA
file name: V_PPLT_0192034	04.24.20	Reconfigure Street & Lot Layouts	CDA
	11.04.19	Original Preparation	CDA

olsson

Olsson, Inc. Survey MO Certificate of Authority #LC366
550 St. Louis St. TEL 417.890.8802
Springfield, MO 65806 FAX 417.890.8805 www.olsson.com

One-rdg. _____
P. Hrngs. _____
Pgs. 14
Filed: 06-23-20

Sponsored by: Ferguson

First Reading: _____ Second Reading: _____

COUNCIL BILL 2020- 155 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 IDEA Commons, generally located at 405 North Jefferson Avenue and 410 North Boonville 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.)

WHEREAS, an original Preliminary Plat of IDEA Commons dated April 24, 2020, is on file in the Department of Planning and Development; and

WHEREAS, on June 4, 2020, the Planning and Zoning Commission met and approved the Preliminary Plat of IDEA Commons, which is generally located at 405 North Jefferson Avenue and 410 North Boonville Avenue; a copy of the Record of Proceedings from said meeting is attached hereto as “Exhibit A” and incorporated herein by this reference.

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 dedication of public streets and easements as shown on the Preliminary Plat of IDEA Commons, which is generally located at 405 North Jefferson Avenue and 410 North Boonville Avenue, as approved by the Planning and Zoning Commission. The original plat of IDEA Commons 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” and all of “Exhibit B,” including any and all 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 the Approved Preliminary plat, upon the filing and recording of 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 the above written conditions.

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 and is subject to Section 36-226 of the Land Development Code.

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 2020 -155

FILED: 06-23-20

ORIGINATING DEPARTMENT: Planning and Development

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 Idea Commons, generally located at 405 North Jefferson Avenue and 410 North Boonville 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 Idea Commons dated April 24, 2020, 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 June 4, 2020, and approved the preliminary plat by a vote of 8 to 0, subject to the following conditions:

1. All improvements shall be constructed in accordance with the "Design Standards for Public Improvements" of the Public Works Department and the maintenance and operation of such improvements shall be the responsibility of the developers unless approved by the Director of Public Works. All required sanitary sewer, street, sidewalk and drainage plans shall be prepared in accordance with City standards and specifications and approved by the Director of Public Works.

2. All required street rights-of-way, drainage and utility easements and limitations of access shall be dedicated on the final plat.

3. The developer shall meet all city and state erosion control regulations prior to disturbing the soil.

4. It is determined that the public interest requires assurance concerning adequate maintenance of common space areas and improvements. The restrictive covenants, rules and bylaws creating the common ownership must therefore provide that if the owners of the Property Owners Association shall fail to maintain the common areas or improvements in reasonable order and condition in accordance with the approved plans, the City may, after notice and hearing, maintain the same and assess the costs against the units or lots, per

the Common Open Space and Common Improvement Regulations section of the Zoning Ordinance.

5. The developer shall be responsible for the relocation costs of any existing utility services and shall be responsible for clearing all utility easements of trees, brush and overhanging tree limbs.

6. All other requirements which are necessary for this subdivision to be in compliance with the Subdivision Regulations.

All required improvements shall be the sole responsibility of the sub-divider. As prescribed by Section 36-233 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.

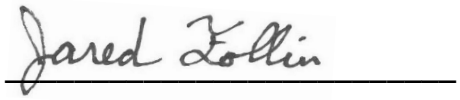
Attached for Council information is a sketch showing the location of the plat area, an exhibit showing the proposed plat, and a copy of the Planning and Development Department staff report to the Planning and Zoning Commission.

The Growth Management and Land Use Plan element of the Comprehensive Plan identifies this area as Greater Downtown. High-Intensity uses with a strong emphasis on pedestrian walkability are some of the characteristics applicable to this designation. The subdivision will divide the property in a manner that will promote a wide variety of development types, while promoting walkability, as sidewalks will be required. The Major Thoroughfare Plan classifies Boonville as a Collector, Phelps Avenue as Local Street, and Jefferson Avenue as a Secondary Arterial. Said streets are also considered downtown streets defined by Ordinance 5665. The proposed land use is compatible with these street classifications.

REMARKS:

Staff recommends approval.

Submitted by:



Jared Follin, Associate Planner

Recommended by:

Mary Lilly Smith, Director

Approved by:

Jason Gage, City Manager

EXHIBITS:
Exhibit A, Record of Proceedings
Exhibit B, Development Review Staff Report

ATTACHMENTS:
Attachment 1, Department Comments
Attachment 2, Conditions of Plat Approval
Attachment 3, Preliminary Plat

Exhibit A

RECORD OF PROCEEDINGS
PRELIMINARY PLAT – IDEA COMMONS
Planning and Zoning Commission – June 4, 2020

Preliminary Plat of IDEA Commons
405 North Jefferson Avenue
Applicant: Missouri State Board of Governors

Mr. Hosmer stated that this is a request to approve a 5.3 acre five-lot commercial subdivision located 405 North Jefferson Avenue & 410 North Boonville Avenue. The Comprehensive Plan identifies this area as Greater Downtown. High-Intensity uses with a strong emphasis on pedestrian walkability are some of the characteristics applicable to this designation. The Major Thoroughfare Plan classifies Boonville as a Collector, Phelps Avenue as Local Street, and Jefferson Avenue as a Secondary Arterial. The property is currently zoned HM, Heavy Manufacturing District. Public improvement plans are required for the street and sidewalks improvements. The final plat cannot be approved until public improvement plans have been submitted, approved, and the improvements constructed or escrowed. All improvements shall be constructed in accordance with the "Design Standards for Public Improvements" of the Public Works Department. If Planning and Zoning Commission approves the preliminary plat, 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. Staff recommends approval.

Mr. Doennig opened the public hearing.

Jane Earnhardt, 550 E. Saint Louis, representing the project and here to answer any questions.

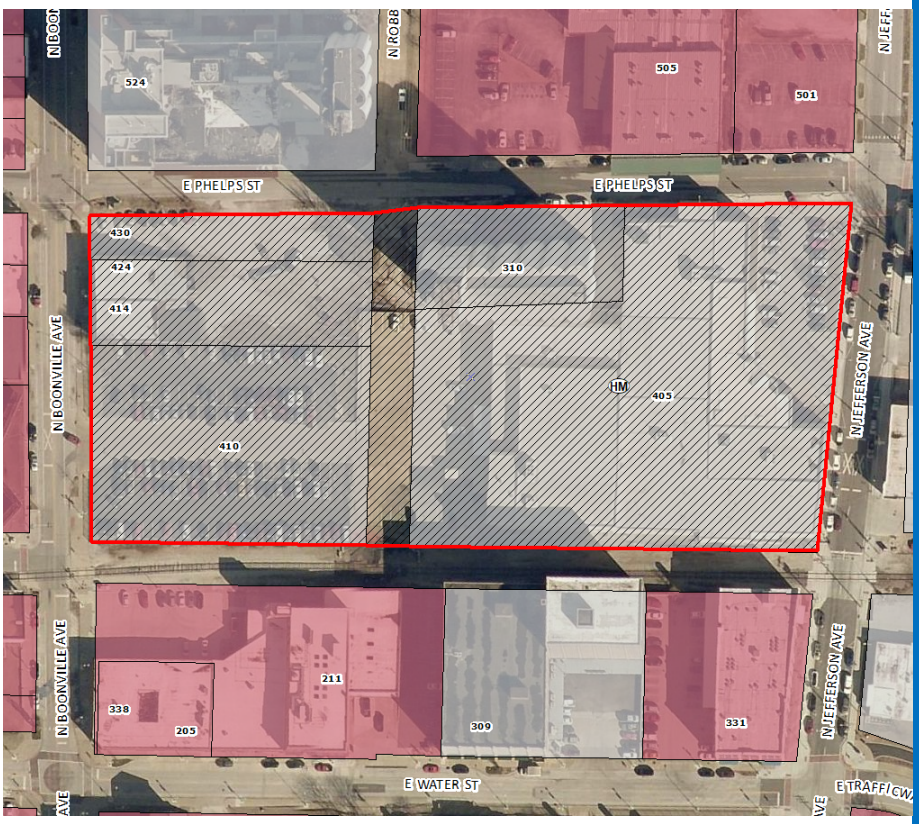
Mr. Doennig closed the public hearing.

COMMISSION ACTION:
Ms. Cox motioned to **approve** item Preliminary Plat of IDEA Commons (405 North Jefferson Avenue). Mr. King seconded the motion. Ayes: Doennig, Coltrin, Ogilvy, Cox, Shuler, Jobe, Thomas, and Broekhoven. Nays: None. Abstain: None. Absent: Rose.

Bob Hosmer, AICP
Planning Manager

Exhibit B

PLANNING AND ZONING COMMISSION PUBLIC HEARING:	JUNE 4, 2020
CITY COUNCIL PUBLIC HEARING:	JUNE 29, 2020



CASE NUMBER:
Preliminary Plat of IDEA Commons

LOCATION:
405 North Jefferson Avenue & 410 North Boonville Avenue

ACRES:
5.337 acres

EXISTING LAND USE:
Office, University

APPLICANT:
Missouri State University & Vecino Group

STAFF:
Jared Follin, 864-1612

STAFF RECOMMENDATIONS:
Approve w/Conditions

PROPOSED MOTION:
Move to approve preliminary plat with conditions.

SUMMARY OF REQUEST:

The applicant is proposing a preliminary plat for a five-lot subdivision named “IDEA Commons” to facilitate development on the property.

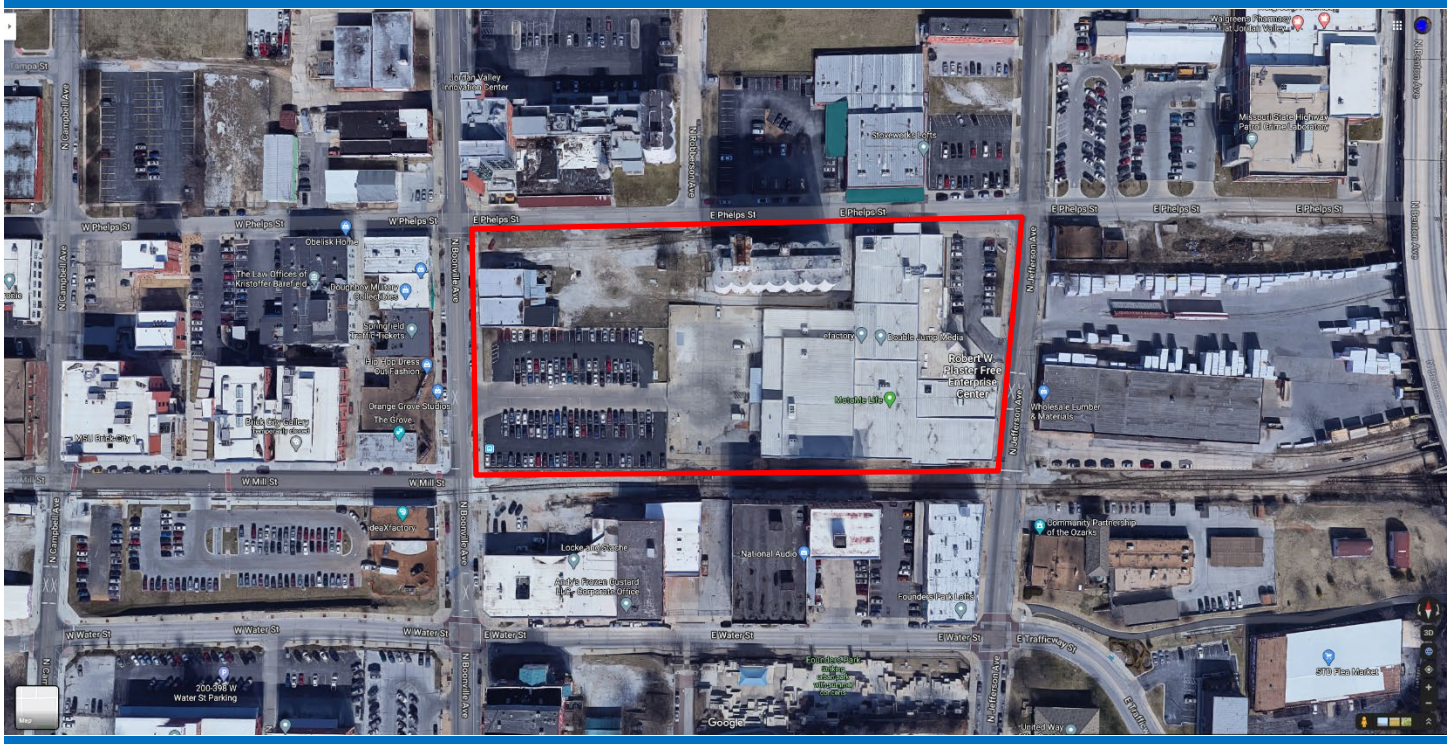
FINDINGS FOR STAFF RECOMMENDATION:

1. The applicant’s proposal, with the conditions listed below, is consistent with the City’s *Subdivision Regulations*.

SURROUNDING ZONING AND LAND USES:

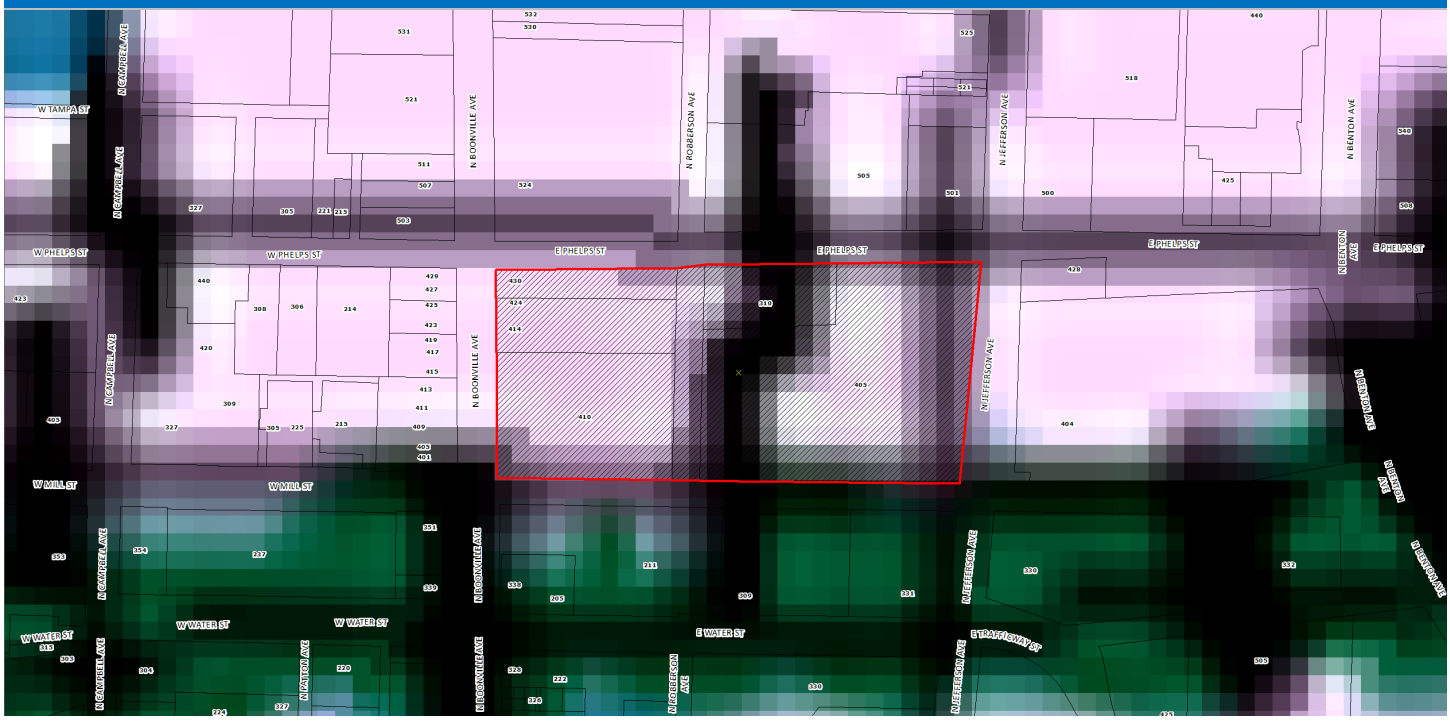
	NORTH	SOUTH	EAST	WEST
ZONING	HM/CC	CC/HM	HM	CC
LAND USE	University, Residential	Office, Residential, Distribution, Storage	Wholesale	Mixed commercial/office, University

SURROUNDING LAND USES (GOOGLE MAP AERIAL VIEW):



GOOGLE MAPS STREET VIEW:

GROWTH MANAGEMENT AND LAND USE PLAN:



- Low-Density Housing
- Medium or High Density Housing
- Medium Intensity Retail, Office or Housing
- High Intensity Retail, Office or Housing
- Greater Downtown
- Business Park
- Light Industrial, Office and Office-Warehouse
- General Industry, Transportation and Utilities
- Park
- School
- Golf
- Community-Public
- Urban Reserve Area
- Rural Area
- Greenway
- Parkway
- City Boundary
- Urban Service Area Boundary, Year 2020
- Urban Reserve Boundary, Year 2040

PROPERTY HISTORY:

The subject property has been incorporated in the City of Springfield since 1855. A small portion of the property was platted in 1891 in McNutly's Subdivision, but much of the property has remained un-platted.

COMPATIBILITY WITH THE ZONING ORDINANCE:

CODE ITEM	REQUIREMENTS FOR CENTER CITY (PROPOSED ZONING)
Use Limitations	N/A
Maximum Structure Height	None
Front Yard Setback	None, subject to bufferyard requirements
Side and Rear Setbacks	None, subject to bufferyard requirements
Open Space Requirement	None
Design Requirements	Standard per Code
BULK PLANE	**LANDSCAPING**
None	None, whenever any development in a CC 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. Interior and perimeter landscaping requirements may apply in the event of future development.

COMPATIBILITY WITH COMPREHENSIVE PLAN:

The *Growth Management and Land Use Plan* element of the *Comprehensive Plan* identifies this area as Greater Downtown. High-Intensity uses with a strong emphasis on pedestrian walkability are some of the characteristics applicable to this designation. The subdivision will divide the property in a manner that will promote a wide variety of development types, while promoting walkability, as sidewalks will be required. The Major Thoroughfare Plan classifies Boonville as a Collector, Phelps Avenue as Local Street, and Jefferson Avenue as a Secondary Arterial. Said streets are also considered downtown streets defined by Ordinance 5665. The proposed land use is compatible with these street classifications.

STAFF COMMENTS:

1. The applicant is proposing to subdivide approximately five acres into a five-lot subdivision named "IDEA Commons" to facilitate development of the site. This property is planned to be the location of Missouri State University's expansion of the IDEA Commons urban innovation park. The development will include a new office building and parking garage.

2. The City has been coordinating with the applicant and AT&T in planning the construction of Capital Improvements which include a box culvert and streetscape improvements along Phelps Street between Boonville Avenue and Robberson Avenue. AT&T is working to relocate their facilities, which must be done before the box culvert can begin construction. Gas, water, electric, and sewer are among other utilities that will need to be relocated before the box culvert can be constructed. Utility relocations will also be necessary for the streetscape improvements planned for Phelps Street. A portion of the development is planned to be constructed over sewer lines and the parties are working to establish a build-over agreement with the City.

3. The existing building straddling the property line between lots 1 and 2; is in the process of being demolished.

4. All proposed lots meet the requirements of the City's Subdivision Regulations.

5. If Planning and Zoning Commission approves the preliminary plat, 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 proposed preliminary plat was reviewed by City departments and comments are contained in Attachment 1. Conditions of Approval are contained in Attachment 2. An exhibit of the plat is contained in Attachment 3. The engineering report is provided as a separate document.

PUBLIC NOTIFICATION:

The property was posted 10 days prior to the Planning and Zoning Commission meeting.

DEPARTMENT COMMENTS:

ATTACHMENT 1
DEPARTMENT COMMENT

CITY UTILITIES:

No issues with preliminary plat.

DEPARTMENT OF ENVIRONMENTAL SERVICES WASTEWATER MANAGEMENT DIVISION:

No objection to lot layout, all proposed lots should have access to sewer after the stormwater improvements CIP project is completed. Please see change mark for changes to final plat.

FIRE DEPARTMENT:

No issues

DEPARTMENT OF PUBLIC WORKS TRAFFIC OPERATIONS DIVISION:

1. Sidewalk is required to be constructed along the portion of Phelps Street that is not shown as streetscaped or a fee in lieu of applied for and approved through the ARC.
2. A Traffic Impact Study is required. Any improvements required as a result of the TIS must be submitted on Public Improvement Plans, approved and improvements constructed or escrowed prior to approval of the final plat.

DEPARTMENT OF PUBLIC WORKS STORMWATER ENGINEERING DIVISION:

Stormwater drainage easements shown on these plans are consistent with the 60% Olsson plan review that we have seen.

DEPARTMENT OF PUBLIC WORKS TRANSPORTATION ENGINEERING DIVISION:

Public Improvement Plans will need to be submitted and approved before Final Plat approval.

PARKS DEPARTMENT:

For future reference the Jordan Creek Greenway trail will most likely be located along Water Street to the south of this project. There are currently bike lanes painted on Boonville Avenue. It may not be possible to provide any other future connections due to the railroad right-of-way but please consider exploring providing additional connections to the trail to the south as the project moves forward.

REQUIREMENTS FOR APPROVAL:

ATTACHMENT 2
CONDITIONS OF PLAT APPROVAL

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

IDEA COMMONS

PART OF THE SW1/4 OF THE SW1/4
SECTION 13, TOWNSHIP 29 NORTH, RANGE 21 WEST
CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI

ATTACHMENT 3

LOCATION MAP
Sec. 13, T-29-N, R-22-W
Scale: 1"=2000'

INFORMATION OF FACT

1. This survey and plan is based upon the following data and/or exceptions:

	Yes	No	Item
a) Deed of Record	x		Book 2009, Page 23561-09; Book 2009, 39458-09; Book 2019, Page 2044-19
b) Filed Maps	x		See Item no. 6 below
c) Title Search/Binder	x		See Item no. 7 below

2. Certified To: The Vecino Group, Board of Govenors of Southwest Missouri State University, and 414 N Boonville, LLC
This is to certify that, to the best of my knowledge and belief, this map or plan is the result of a field survey performed on April 6, 2020, by me or under my direct supervision, in accordance with the rules and regulations promulgated by the "State Board of Professional Engineers and Land Surveyors". The information depicted hereon, to the best of my knowledge and belief, represents the conditions found at, and as of the date of the field survey, except such improvements or easements, if any below the surface and not visible. Accordingly the undersigned professional is not responsible for the presence of underground utilities or structures, if same are not visible or otherwise disclosed by any aforementioned data listed above.
3. This survey or plan is made for and certified to the parties named hereon for the purpose(s) stated. No other purpose is intended nor implied. The undersigned professional is neither responsible nor liable for the use of this plan beyond its intended purpose.
4. The use of the word "certify" or "certification" constitutes an expression of professional opinion regarding those facts or findings which are the undersigned professional's knowledge, information and belief, and in accordance with the commonly accepted procedure consistent with the applicable standards of practice, and does not constitute a warranty or guarantee either expressed or implied.
5. Olsson and the surveyor of record make no guarantees that the underground utilities shown hereon comprise all such utilities in the area, either in service or abandoned. Olsson and the surveyor of record further does not warrant that the underground utilities shown are in the exact location indicated. Olsson and the surveyor of record have not physically located the underground utilities. If any underground utility locations are required, they will have to be verified by field potholing the utilities. Olsson and the surveyor of record shall not be liable for the location of or the failure to note the location of non-visible utilities.
6. McNulty's Subdivision (Plat Book E, Page 10)
Herrington's Addition to Springfield, Missouri (Plat Book B, Page 88)
Plat of a part of Blocks 2 and 3, Original Plat of Springfield (Plat Book A, Page 47)
Original Plat of Springfield (Plat Book A, Page 1)
7. All by Commonwealth Land Title Insurance Company
Commitment Number: MS180787, dated August 1, 2018
Commitment Number: MS180788, dated March 5, 2019
Commitment Number: MS180789, dated August 2, 2019
Commitment Number: MS190410, dated April 8, 2019
Commitment Number: MS190411, dated April 11, 2019
Commitment Number: MS190412, dated April 12, 2019

NOTES

1. Maintenance of any area referred to or shown as right-of-way, easement, or common area is the responsibility of the Property Owner.
2. 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.
3. Sidewalks are to be constructed along a portion of the South side of Phelps Street and reconstructed on the East side of Boonville Avenue.
4. No fences, plantings or obstructions other than mailboxes are permitted within the limits of any right-of-way or drainage easement.
5. Lot corner pins are 1/2" rebar with plastic cap marked "Olsson LC 366".
6. All lots are served by public sanitary sewer. All internal buildings and parking are private and subject to pertinent City of Springfield zoning ordinance and design standards as they develop.
7. Terms of a build-over agreement between the City of Springfield and MSU/Vecino are currently being negotiated and will be outlined on the Final Plat.
8. The Flood Insurance Rate Map (FIRM) from the Federal Emergency Management Agency (FEMA) Community Panel No. 29077C0333E, Effective Date December 17, 2010 shows this property is located in Zone "AE" (Special Flood Hazard Areas subject to inundation by the 1% annual chance flood. Base Flood Elevations determined.)

CERTIFICATE OF SURVEY AND ACCURACY

Know all men by these presents:

That I, David D. Drumm, do hereby certify to The Vecino Group, Board of Govenors of Southwest Missouri State University, and 414 N Boonville, LLC, that this plat was prepared under my supervision from an actual survey of the land herein described, prepared by Olsson Associates, Inc., dated April 24, 2020, and signed by David D. Drumm, PLS 2007017958, and that the monuments and lot corner pins shown herein were placed under the personal supervision of David D. Drumm, PLS 2007017958, in accordance with Section 410.5 of the Subdivision Regulations, Article II, of the City of Springfield, Greene County, Missouri and the current Missouri Standards For Urban Property Boundary Surveys.

David D. Drumm, MO PLS 2007017958
Olsson Associates, MO LC 366
ddrumm@olssonassociates.com

April 23, 2020
Date

BOUNDARY DESCRIPTION

A parcel of land being a part of the Southwest Quarter (SW¼) of the Southwest Quarter (SW¼) of Section 13, Township 29 North, Range 21 West, in the City of Springfield, Greene County, Missouri, and all that part of Tracts I, II, III, IV and IV as described in Book 2009, at Page 23561-09 and all that part of Tracts IV and V in Book 2009, at Page 039458-09, and all that part of the tract of land described in Book 2019, at Page 002044-19, all being recorded in the Greene County, Missouri Recorder of Deeds Office and all that part of the vacated right-of-way of Peach Alley or Robberson Avenue, lying South of the South right-of-way line of Phelps Street and North of the Saint Louis and San Francisco Railroad right-of-way or Mill Street, which is described in Vacation 361 (City of Springfield Special Ordinance Number 18567 dated June 18, 1979) and in Vacation 293 (City of Springfield Special Ordinance Number 17266 dated March 22, 1976) and in Council Bill 4173 (Special Ordinance Number 3946 dated July 1, 1942), being more particularly described as follows:

Book 2019, Page 002044-19:

Beginning at the Northwest Corner of Lot Five (5) in McNulty's Subdivision in the City of Springfield, Greene County, Missouri, Thence South along the West boundary line of said Subdivision to a cross in the sidewalk, 30 feet, more or less, South of the Southwest Corner of Lot One (1) of said Subdivision; Thence East 268.18 feet, more or less, to the West line of vacated Robberson Avenue (Peach Alley) for a new Point of Beginning; Thence East 10 feet, more or less to the center of vacated Robberson Avenue; Thence North 106.19 feet along the Centerline of vacated Robberson Avenue; Thence West to the East line of McNulty's Subdivision; Thence South to the new Point of Beginning;

And

Beginning at the Northwest corner of Lot Five (5) in McNulty's Subdivision in the City of Springfield, Greene County, Missouri, Thence South along the West boundary of said Subdivision to a cross in the sidewalk, 30 feet, more or less, South of the Southwest Corner of Lot One (1) of said Subdivision, Thence East 278.18 feet, more or less, to the center of vacated Robberson (Peach) Avenue; Thence North 106.19 feet along the center of vacated Robberson Avenue; Thence West to the East line of McNulty's Subdivision; Thence North of the Northeast corner of Lot Five (5) of McNulty's Subdivision; Thence West along the North line of Lot Five (5) to the Point of Beginning, which tract includes Lots 1, 2, 3, 4 and 5 in McNulty's Subdivision and a tract 30 feet in width South thereof together with a portion of vacated Robberson Avenue, the South line of said tract being the same as the North boundary line of property being conveyed to Springfield Tablet Manufacturing CO. and all of which property is located in the Southwest Quarter of the Southwest Quarter of Section 13, Township 29, Range 22, in Springfield, Greene County, Missouri.

Except from the above two tracts, the following three tracts:

Commencing at the Northwest corner of McNulty's Subdivision, said point also being the Northwest corner of Lot 5 and lying on the East right-of-way line of Boonville Avenue; Thence South 00°00'00" East along said East right-of-way 79.46 feet for a new Point of Beginning, said point being an "X" cut in a concrete walk; Thence South 88°50'45" East 281.11 feet to the center of vacated Robberson Avenue; Thence South 02°16'00" West along said center of vacated Robberson Avenue a distance of 75.80 feet; Thence leaving said centerline of vacated Robberson Avenue; North 88°36'20" West 278.14 feet to the East right-of-way line of Boonville, said point being an "X" cut in concrete walk; Thence North 00°00'00" West along said right-of-way 74.63 feet to the Point of Beginning, all in the Southwest Quarter (SW1/4) of the Southwest Quarter (SW1/4) of Section 13, Township 29, Range 22, in Springfield, Greene County, Missouri, containing 0.48 Acres, more or less.

And

Commencing at the Northwest corner of McNulty's Subdivision, said point also being the Northwest corner of Lot Five (5), and lying on the East along said East right-of-way, 79.46 feet for a new Point of Beginning, said point being an "X" cut in a concrete walk; Thence South 88°50'45" East 281.11 feet to the center of vacated Robberson Avenue; Thence South 02°16'00" West along said center of vacated Robberson Avenue, a distance of 75.80 feet; Thence leaving said centerline of vacated Robberson Avenue North 88°36'20" West 278.14 feet to the East right-of-way line of Boonville, said point being an "X" cut in concrete walk; Thence North 00°00'00" West along said right-of-way 74.63 feet to the Point of Beginning; all in the Southwest Quarter (SW1/4) of the Southwest Quarter (SW1/4) of Section Thirteen (13), Township Twenty-nine (29), Range Twenty-two (22), in Springfield, Greene County, Missouri.

And

Beginning at the intersection of the East line of Boonville Avenue and the North line of Mill Street in the City of Springfield, Greene County, Missouri; Thence North along the East line of Boonville Avenue 120 feet; Thence East 280 feet more or less to the center of Robberson Avenue formally Peach Alley; Thence North along the centerline of Robberson Avenue 105 feet; Thence East 228 feet to the West line of the Springfield Tablet Company tract as described in Book 621, Page 301, in the Office of County Recorder; Thence South along the West line of said tract, 53 feet to the North line of the Springfield Tablet Company tract as described in Book 560 at Page 584; Thence West 5 feet to the Northwest corner of said tract; Thence South 100.3 feet; Thence Southwesterly 186.2 feet to the East line of Robberson Avenue (vacated); Thence South 34 feet; Thence West 284.3 feet to the Point of Beginning, except that portion of Robberson not vacated; All in the Southwest Quarter (SW1/4) of the Southwest Quarter (SW1/4) of Section Thirteen (13), Township Twenty-nine (29), Range Twenty-two (22), in Springfield, Greene County, Missouri.

Book 2009, Page 039458-09 (Tract V):

Beginning at the Southeast corner of Phelps Street and Boonville Avenue in the City of Springfield, Greene County, Missouri, running thence South Forty-three (43) feet more or less; thence East Two Hundred Seventy-four and 4/10 (274.4) feet more or less to the West line of Robberson Avenue; thence North Fifty (50) feet more or less to the South line of Phelps Street; thence West along the South line of Phelps Street Two Hundred Seventy-six and 2/10 (276.2) feet more or less to the point of beginning, all in the City of Springfield, Greene County, Missouri, together with the West half of the vacated Robberson (Peach Alley) Avenue on the East side thereof and adjacent thereto.

And

Beginning at the Southeast corner of Phelps Avenue and Peach Alley (now Robberson Avenue) in the City of Springfield, Greene County, Missouri; thence South along the East line of Peach Alley (now Robberson Avenue) One Hundred (100) feet; thence East Two Hundred (200) feet; thence North One Hundred (100) feet to the South side of Phelps Avenue; thence West along the South side of Phelps Avenue Two Hundred (200) feet to the place of beginning, together with the East half of vacated Robberson (Peach Alley) Avenue on the West side thereof and adjacent thereto.

Book 2009, Page 023561-09 (Tracts I-V):

Tract I:
Beginning at a point on the West side of Jefferson Street in the City of Springfield, Missouri, twenty-five (25) feet of North of the section line dividing Sections thirteen (13) and twenty-four (24), in Township Twenty-nine (29), Range Twenty-two (22); Thence north along the west line of Jefferson Street, a distance of 166 feet more or less to the center line of Wilson Creek; Thence West 215 Feet; Thence South 100 feet more or less to the center of Wilson Creek; Thence in a Southwesterly direction 15 feet, more or less along the centerline of said Creek to the parcel of ground deeded by R.O. Cravens ET AL to St. Louis and San Francisco Railway Company by deed recorded in Book 440 at Page 273, Deed Records of Greene County, Missouri; Thence South 53 feet more or less to the North line of the right-of-way of said railway company as shown by said deed above referred to recorded in book 468 at page 273; Thence East along the North line of said right-of-way as shown by said deed, 230.4 feet to Jefferson Street, being the place of beginning. All being in the Southwest Quarter (SW1/4) of the Southwest Quarter (SW1/4) of Section Thirteen (13), Township Twenty-nine (29), Range Twenty-two (22), in Greene County, Missouri.

Tract II:
Beginning at a point on the West line of Jefferson Street in the City of Springfield, Missouri, midway between the West end of the abutments of the Wilson Creek Bridge, across said Jefferson Street; Thence north along the Western line of said Jefferson Street, 170 feet and 2 inches to the South line of Phelps Avenue; Thence West 222 feet and 9 inches to the land of M.F. Johnson; thence South 170 feet more or less to the point directly West of the beginning point; Thence due East 222 feet more or less to the Point of Beginning. All being in the Southwest quarter (SW1/4) of the Southwest quarter (SW1/4) of Section Thirteen (13), Township Twenty-nine (29), Range Twenty-two (22), in Greene County, Missouri, subject to any part thereof, taken, deeded or used for road or highway purposes.

Tract III:
A Certain strip or parcel of land lying being and situate in the Southwest Quarter (SW1/4) of the Southwest Quarter (SW1/4) of Section Thirteen (13), Township Twenty-nine (29), Range Twenty-two (22), in Greene County, Missouri, at Springfield and described as follows:
Commencing at the intersection of the Southerly tangential projection of the West line of Jefferson Avenue and the center line of Grantor's Main Line Track; Thence Northerly along said tangential projection twenty-five (25) feet; thence westerly along Grantor's right-of-way and parallel with said main tract center line, 230.4 feet to the point of beginning; thence Northerly at right angles 53 feet; thence Southwesterly making an angle of 117°12' to the left of last described course, 191.5 feet; Thence Southerly at right angles to said tract, 29 feet; Thence Easterly parallel with said main tract, 189 feet more or less to the Point of Beginning. All being in the City of Springfield, Greene County, Missouri.

Tract IV:
Commencing at the Northwest corner of McNulty's subdivision, said point also being the Northwest corner of lot five (5), and lying on the East right-of-way line of Boonville Avenue; thence South 00°00'00" East along said East right-of-way, 79.46 feet for a new Point of Beginning, said point being an "X" cut in a concrete walk; Thence South 88°50'45" East 281.11 feet to the center of vacated Robberson Avenue; Thence South 02°16'00" West along said center of vacated Robberson Avenue, a distance of 75.80 feet; Thence leaving said centerline of vacated Robberson Avenue North 88°36'20" West 278.14 feet to the East right-of-way line of Boonville, said point being an "X" cut in concrete walk; Thence North 00°00'00" West along said right-of-way 74.63 feet to the Point of Beginning; all in the Southwest Quarter (SW1/4) of the Southwest Quarter (SW1/4) of Section Thirteen (13), Township Twenty-nine (29), Range Twenty-two (22), in Springfield, Greene County, Missouri.

Tract V:
Beginning at the intersection of the East line of Boonville Avenue and the North line of Mill Street in the City of Springfield, Greene County, Missouri; Thence North along the East line of Boonville Avenue 120 feet; Thence East 280 feet more or less to the center of Robberson Avenue formerly Peach Alley; Thence North along the center line of Robberson Avenue 105 feet; thence East 228 feet to the West line of the Springfield Tablet Company tract as described in Book 621 at Page 301, in the office of the County Recorder; thence South along the West line of said tract, 53 feet to the North line of the Springfield Tablet Company tract as described in Book 560 at Page 584; thence West 5 feet to the Northwest corner of said tract; thence South 100.3 feet; thence southwesterly 34 feet; thence Southwesterly 186.2 feet to the East line of Robberson Avenue (vacated); Thence South 34 feet; thence West 284.3 feet to the Point of Beginning, except that portion of Robberson not vacated; all in the Southwest quarter (SW1/4) of the Southwest quarter (SW1/4) of Section Thirteen (13), Township Twenty-nine (29), Range Twenty-two (22), in Springfield, Greene County, Missouri.

Ordinance 18567 Vacation 361:
That part of Robberson Avenue lying between the south right-of-way line of Phelps Street and the North right-of-way line of Mill St. except the South 120 feet already vacated by Special Ordinance No. 691 dated March 2, 1937, and except the North 91 feet of the South 211 feet already vacated by Special Ordinance No. 17266 dated March 22, 1976; all in Section 13, Township 29, Range 22, Springfield, Greene County, Missouri.

Ordinance 17266 Vacation 293:
That part of Robberson Avenue lying between the south right-of-way line of Phelps Street and the North right-of-way line of Mill Street EXCEPT the North 98 feet and EXCEPT the South 120 feet already vacated by Special Ordinance No. 691, dated March 2, 1937. All in Section 13, Township 29, Range 22, Springfield, Greene County, Missouri.

Ordinance 3946 Council Bill 4173:
Beginning 181 feet South of the Southeast corner of Peach Alley or Robberson Avenue and Phelps Avenue in the City of Springfield, Missouri, for a beginning point, thence South along the East line of Peach Alley or Robberson Avenue to the Northeast corner of Peach Alley or Robberson Avenue and Mill Street; thence West along the North line of Mill Street to the Northwest corner of Peach Alley or Robberson Avenue and Mill Street; Thence North along the West line of Peach Alley or Robberson Avenue to a point due West of the beginning point; thence East on a due East and West line to the East boundary line of Peach Alley or Robberson Avenue, the point of beginning.

Except

All that part of the vacated right-of-way of Jefferson Avenue as described in Vacation 635 (dated July 1, 1999) described as follows:
Commencing at the northwest corner of Mill Street and Jefferson Avenue, Thence North 06°13'11" East a distance of 11.37 feet to the POINT OF BEGINNING; Thence North 06°13'11" East a distance of 12.34 feet to a point for corner; Thence South 05°25'37" West a distance of 12.33 feet to a point for corner; Thence North 87°53'23" West a distance of 0.17 feet to the POINT OF BEGINNING, and containing 1.05 square feet of land, more or less.
All together containing 139,141 square feet or 3.194 acres, more or less, subject to rights-of-way, easements and restrictions of record.

DEVELOPMENT NOTES

Total Area:	232,477± sf (5.337± acres)
Total Number of Lots:	5
Smallest Lot:	Lot 5 - 21,716± sf (0.499± acres)
Largest Lot:	Lot 4 - 99,134± sf (2.276± acres
Preliminary Plat Submittal:	April 24, 2020
Current Zoning:	HM (Heavy Manufacturing District)
Proposed Zoning:	CC (Center City District)
Property Owner:	Board of Govenors MSU 414 N Boonville, LLC
Source of Title:	Book 2009, Page 23561-09 Book 2019, Page 2044-19

PREPARED FOR

The Vecino Group
305 W. Commercial Street
Springfield, MO 65803

PREPARED BY

Olsson, Inc.
550 St. Louis Street
Springfield, MO 65806

OWNERS

Board of Govenors
Missouri State University
901 S. National Avenue
Springfield, MO 65807

414 N Boonville, LLC
305 W. Commercial Street
Springfield, MO 65803

BENCHMARKS

COS 018
Campbell and Water Streets
Elevation: 1274.82'

Project BM #1
Top nut of exist. fire hydrant 58.5' S of centerline Railroad & 36' E of centerline Boonville Ave.
Elevation: 1273.95'

Project BM #2
Sq. cut in NW corner of curb inlet box 197' N of Phelps St. & 15.5' E of centerline Boonville Ave.
Elevation: 1276.17'

MISSOURI ONE CALL SYSTEM
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www.mo1call.com

STATE OF MISSOURI
DAVID D. DRUMM
NUMBER
PLS-2007017958
PROFESSIONAL LAND SURVEYOR

Preliminary Plat for Idea Commons — Sheet 1 of 2

	DATE	REVISION	BY
drawn by: CDA			
surveyed by: DDD			
checked by: DDD			
approved by: DDD			
project no.: C17-2123			
file name: V_PPLAT_C172123	04.24.20	Original Preparation	CDA

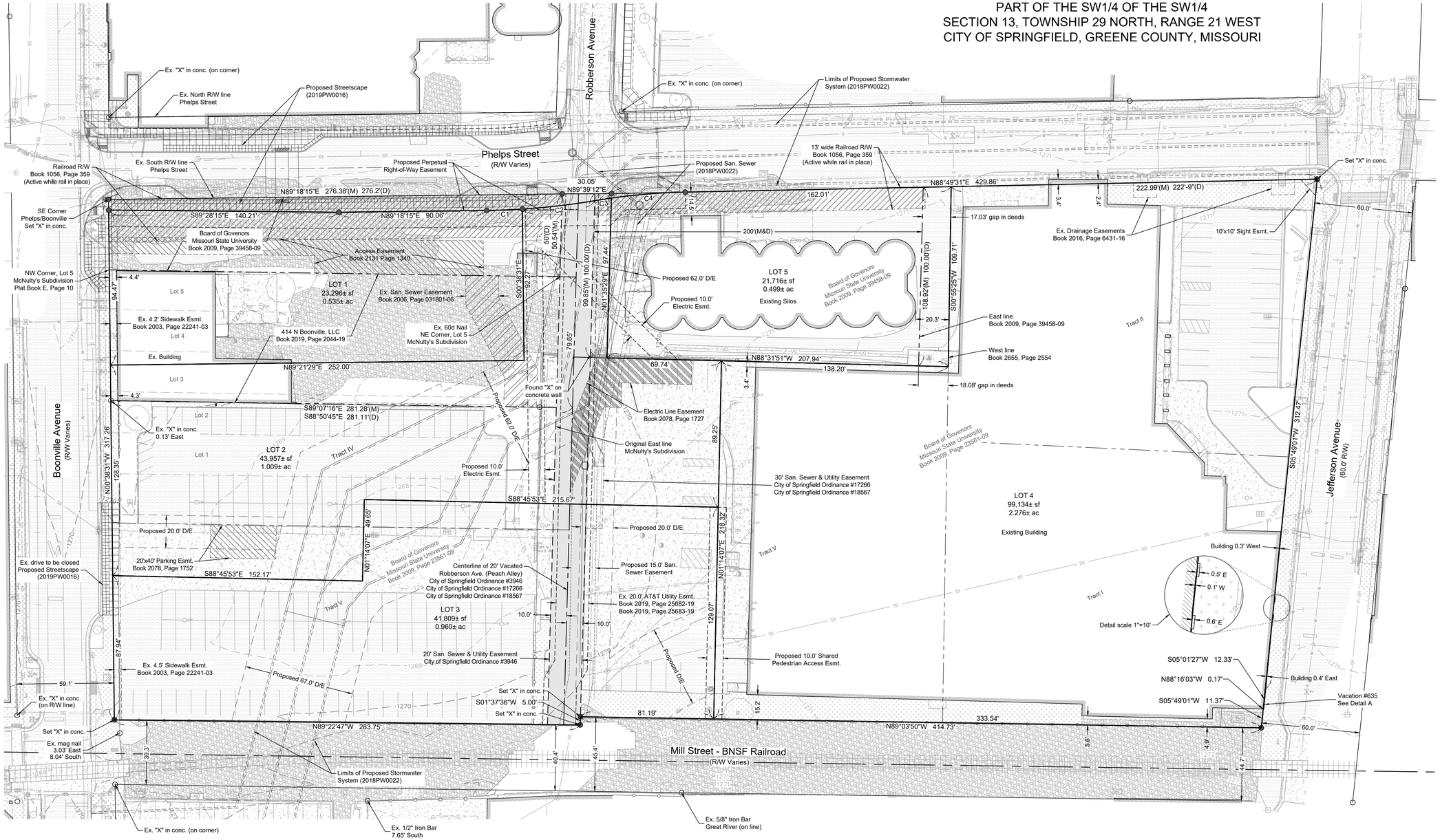
olsson

Olsson, Inc. Survey MO Certificate of Authority #LC366
550 St. Louis St. TEL 417.890.8802
Springfield, MO 65806 FAX 417.890.8805 www.olsson.com

PRELIMINARY PLAT

IDEA COMMONS

PART OF THE SW1/4 OF THE SW1/4
SECTION 13, TOWNSHIP 29 NORTH, RANGE 21 WEST
CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI



LEGEND

- Found Monument (As Noted)
- Set 1/2" Rebar w/ cap "LC 366"
- (D) Deeded
- (M) Measured
- D/E Drainage Easement
- U/E Utility Easement
- Bike Rack
- Bollard
- Breaker Box
- Bush
- Column
- Electric Box
- Electric Cabinet
- Electric Meter
- Electrical Outlet
- Electric Vault
- Fiber Optic Box
- Fire Hydrant
- Gas Meter
- Gas Valve
- Grate Inlet
- Guy Wire
- Irrigation Valve
- Light Pole
- Power Pole
- Roof Drain
- Sanitary Cleanout
- Sanitary Manhole
- Storm Manhole
- Telephone Riser
- Telephone Vault
- Transformer
- Tree, Deciduous
- Vent Pipe
- Water Meter
- Water Valve
- CATV — Cable/TV Line
- P–OH — Overhead Electric
- P–UG — Underground Electric
- FO — Fiber Optic Line
- F — Fuel Line
- G — Natural Gas Line
- SS — Sanitary Sewer Line
- SD — Storm Sewer Line
- TEL — Telephone Line
- W — Water Line
- Chainlink Fence
- Asphalt Pavement
- Brick Pavement
- Concrete Sidewalk
- Concrete Pavement
- Gravel Pavement

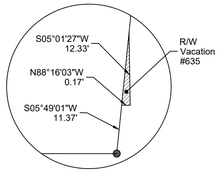
N

0' 15' 30' 60'
SCALE IN FEET

BASIS OF BEARINGS
Grid North based on Missouri State Plane Coordinate System 1983 by use of MoDOT continuously operating GNSS RTK Network Central Zone

DATUM
Elevations based on NAVD 88 by use of MoDOT continuously operating GNSS RTK Network

CURVE TABLE					
#	RADIUS	LENGTH	DELTA	CHORD	CH. BEARING
C1	425.00'	21.76'	2°56'02"	21.76'	N87°50'14"E
C2	425.00'	44.50'	5°59'56"	44.48'	N83°22'15"E
C3	375.00'	10.16'	1°33'11"	10.16'	N81°08'52"E
C4	375.00'	45.13'	6°53'45"	45.11'	N85°22'20"E



DETAIL A
Not to Scale

DEVELOPMENT NOTES

Total Area:	232,477± sf (5.337± acres)
Total Number of Lots:	5
Smallest Lot:	Lot 5 - 21,716± sf (0.499± acres)
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	414 N Boonville, LLC
Source of Title:	Book 2009, Page 23561-09
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OWNERS

Board of Govenors
Missouri State University
901 S. National Avenue
Springfield, MO 65807

414 N Boonville, LLC
305 W. Commercial Street
Springfield, MO 65803

PREPARED FOR

The Vecino Group
305 W. Commercial Street
Springfield, MO 65803

PREPARED BY

Olsson, Inc.
550 St. Louis Street
Springfield, MO 65806

CERTIFICATE OF SURVEY AND ACCURACY

Know all men by these presents:

That I, David D. Drumm, do hereby certify to The Vecino Group, Board of Govenors of Southwest Missouri State University, and 414 N Boonville, LLC, that this survey was prepared under my supervision from an actual survey of the land herein described, prepared by Olsson Associates, Inc., dated April 24, 2020, and signed by David D. Drumm, PLS 2007017958, and that the monuments and lot corner pins shown herein were placed under the personal supervision of David D. Drumm, PLS 2007017958, in accordance with Section 410.5 of the Subdivision Regulations, Article II, of the City of Springfield, Greene County, Missouri and the current Missouri Standards For Urban Property Boundary Surveys.

David D. Drumm, MO PLS 2007017958
Olsson Associates, MO LC 366
ddrumm@olssonassociates.com

April 23, 2020
Date

STATE OF MISSOURI
DAVID D. DRUMM
NUMBER
PLS-2007017958
PROFESSIONAL LAND SURVEYOR

Preliminary Plat for Idea Commons — Sheet 2 of 2

	DATE	REVISION	BY
drawn by: CDA			
surveyed by: DDD			
checked by: DDD			
approved by: DDD			
project no.: C17-2123			
file name: V_PPLAT_C172123	04.24.20	Original Preparation	CDA

olsson

Olsson, Inc. Survey MO Certificate of Authority #LC366
550 St. Louis St. TEL 417.890.8802
Springfield, MO 65806 FAX 417.890.8805 www.olsson.com

One-rdg. _____
P. Hrngs. _____
Pgs. 15
Filed: 06-23-20

Sponsored by: McGull

First Reading: _____ Second Reading: _____

COUNCIL BILL 2020-156 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 Renewal of Catalpa Cottages, generally located at the 2300 block of East Catalpa Street, upon the applicant filing and recording a final plat that substantially conforms to the preliminary plat; and authorizing the City Clerk to sign the final plat upon compliance with all the terms of this Ordinance. (Staff recommends that City Council accept the public streets and easements.)

WHEREAS, an original Preliminary Plat of Catalpa Cottages dated March 1, 2018, is on file in the Department of Planning and Development; and

WHEREAS, on June 4, 2020, the Planning and Zoning Commission met and approved the Preliminary Plat Renewal of Catalpa Cottages, which is generally located at the 2300 block of East Catalpa Street; a copy of the Record of Proceedings from said meeting is attached hereto as “Exhibit A” and incorporated herein by this reference.

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 dedication of public streets and easements as shown on the Preliminary Plat Renewal of Catalpa Cottages, generally located at the 2300 block of East Catalpa Street, as approved by the Planning and Zoning Commission. The original plat of Kirkland Commons 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” and all of “Exhibit B,” including any and all 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 the Approved Preliminary plat, upon the filing and recording of 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 the above written conditions.

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 and is subject to Section 36-226 of the Land Development Code.

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 2020 -156

FILED: 06-23-20

ORIGINATING DEPARTMENT: Planning and Development

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 Renewal of Catalpa Cottages, generally located at the 2300 block of East Catalpa Street, upon the applicant filing and recording a final plat that substantially conforms to the preliminary plat; and authorizing the City Clerk to sign the final plat upon compliance with all the terms of this Ordinance. (Staff recommends that City Council accept the public streets and easements.)

BACKGROUND INFORMATION:

A. An original Preliminary Plat Renewal of Catalpa Cottage dated March 1, 2018 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 June 4, 2020, and approved the preliminary plat by a vote of 8 to 0, subject to the following conditions:

1. All improvements shall be constructed in accordance with the "Design Standards for Public Improvements" of the Public Works Department and the maintenance and operation of such improvements shall be the responsibility of the developers unless approved by the Director of Public Works. All required sanitary sewer, street, sidewalk and drainage plans shall be prepared in accordance with City standards and specifications and approved by the Director of Public Works.

    a. Public sewer and service will need to be submitted on public improvement plans. Dedicate new easements to cover existing sanitary sewer and show all existing easements of record.

    b. There is existing sidewalk along the south side of East Pine Grove Street. This sidewalk will need to be extended along at least one side of the new proposed new street(s). Sidewalk is also required to be constructed along the entire length of the property frontage on East Catalpa Street.

    c. A stormwater detention permit will be required for the private, onsite detention and/or water quality facility. This permit may be obtained through the Building Development Services (BDS) office, once the stormwater plans and calculations have been approved. These facilities

must be constructed, inspected, approved and operational prior to issuance of the building permit. Buyout in lieu of stormwater detention will not be allowed, and detention is required. Since the project will be disturbing more than one (1) acre a land disturbance permit will be required.

2. All required street rights-of-way, drainage and utility easements and limitations of access shall be dedicated on the final plat.

   a. Approximately five (5) feet of additional right-of-way is required for 60 total feet of right-of-way from the centerline of the roadway of Catalpa Street (based on classification as a Collector Roadway).

   b. No direct driveway access is permitted to Catalpa Street from any lot.

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 follow 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.

The *Growth Management and Land Use Plan* element of the *Comprehensive Plan* identifies this as an appropriate area for Low Density Housing. The Major Thoroughfare Plan classifies Catalpa Street as a collector roadway which supports the proposed land uses.

REMARKS: Staff recommends approval.

Submitted by:

Daniel Neal, Senior Planner

Recommended by:

Mary Lilly Smith, Director

Approved by:

Jason Gage, City Manager

EXHIBITS:
Exhibit A, Record of Proceedings
Exhibit B, Development Review Staff Report

ATTACHMENTS:
Attachment 1, Department Comments
Attachment 2, Conditions of Plat Approval
Attachment 3, Preliminary Plat

Exhibit A

RECORD OF PROCEEDINGS
PRELIMINARY PLAT RENEWAL– CATALPA COTTAGES
Planning and Zoning Commission – June 4, 2020

Preliminary Plat of Catalpa Cottages
2531 East Catalpa Street
Applicant: LK Building Group

Mr. Hosmer stated that this is a request to renew the preliminary plat of Catalpa Cottages Subdivision a nineteen-lot, 4.46 acre, single-family residential subdivision located in the 2300 block of East Catalpa Street. The Comprehensive Plan identifies this area as appropriate for Low Density Housing. The Transportation Plan classifies Catalpa Street as a collector roadway which supports the proposed land uses. The property is currently zoned R-SF, Single Family Residential District. There is an existing administrative lot in the northeast corner which is not part of this subdivision but does have access through the cul-de-sac. There is existing sidewalk along the south side of East Pine Grove Street. This sidewalk will need to be extended along at least one side of the new proposed new street(s). Sidewalk is also required to be constructed along the entire length of the property frontage on East Catalpa Street. Public improvement plans are required for the street and sidewalks improvements. The final plat cannot be approved until public improvement plans have been submitted, approved, and the improvements constructed or escrowed. All improvements shall be constructed in accordance with the "Design Standards for Public Improvements" of the Public Works Department. If Planning and Zoning Commission approves the preliminary plat, 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. Staff recommends approval.

Mr. Doennig opened the public hearing.

Jared Davis, 3213 S. West Bypass, here to answer any questions and this is just a renewal.

Mr. Doennig closed the public hearing.

COMMISSION ACTION:
Ms. Cox motioned to **approve** item Preliminary Plat of Catalpa Cottages (2531 East Catalpa Street). Ms. Ogilvy seconded the motion. Ayes: Doennig, Coltrin, Ogilvy, Cox, Shuler, Jobe, Thomas, and Broekhoven. Nays: None. Abstain: None. Absent: Rose.

Bob Hosmer, AICP
Planning Manager

Exhibit B

PLANNING AND ZONING COMMISSION PUBLIC HEARING: JUNE 4, 2020

CITY COUNCIL PUBLIC HEARING: June 29, 2020

CASE: Preliminary Plat Renewal of Catalpa Cottages Subdivision

ACRES: Approximately 4.46 acres

LOCATION: 2300 block E. Catalpa Street

EXISTING LAND USE: Vacant land

APPLICANT: LK Building Group

STAFF: Bob Hosmer, Planning Manager 417-864-1611

STAFF RECOMMENDATIONS: Approve w/Conditions

PROPOSED MOTION: Move to approve as submitted in the staff report. Required vote is a majority of those present (5 members are a quorum).

SUMMARY OF REQUEST:

Request to renew the preliminary plat of Catalpa Cottages Subdivision a nineteen-lot, 4.46 acre, single-family residential subdivision located in the 2300 block of East Catalpa Street.

FINDINGS FOR STAFF RECOMMENDATIONS:

1. The applicant's proposal, with the conditions listed below are consistent with the City's *Subdivision Regulations*.

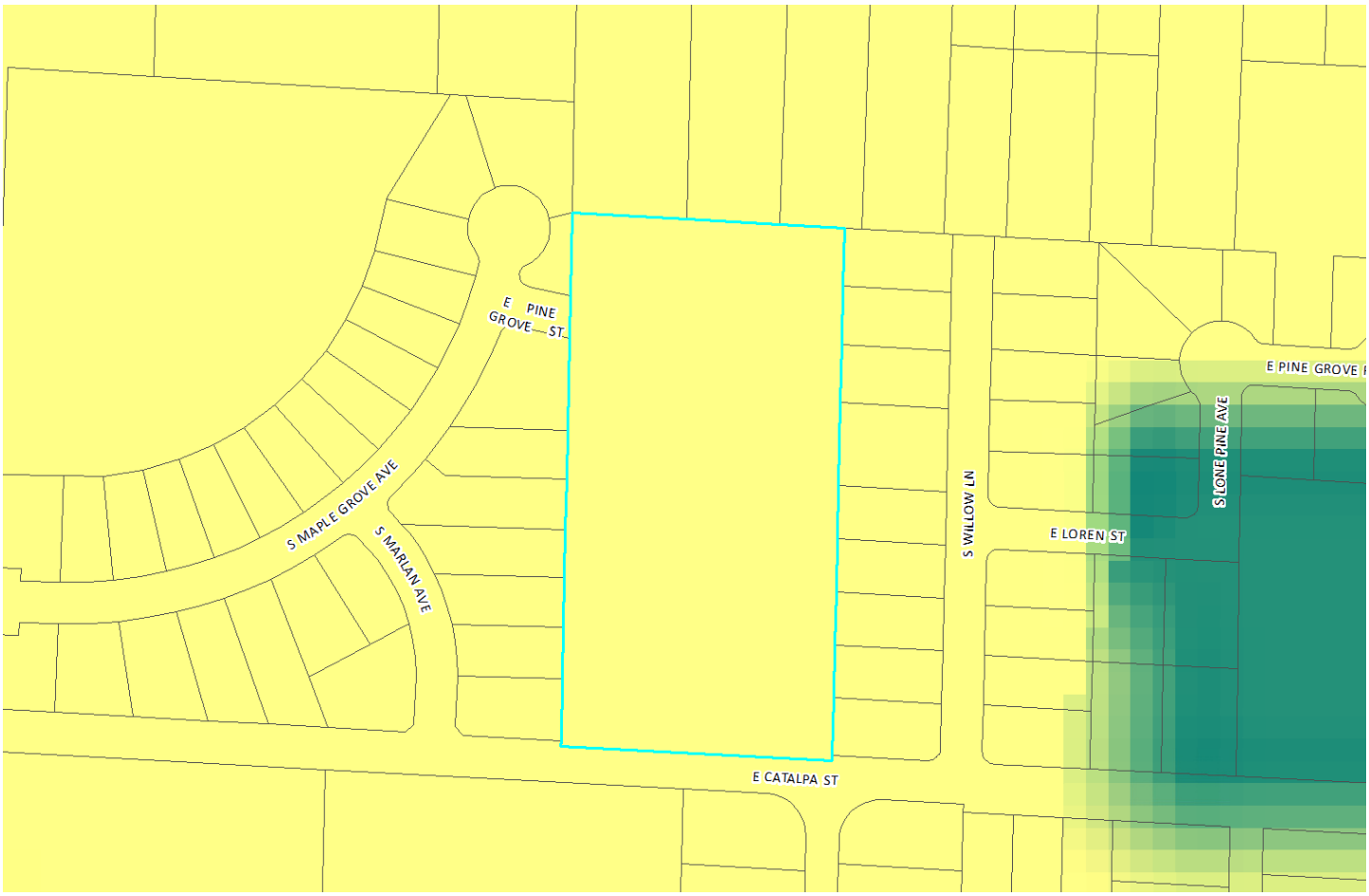
SURROUNDING ZONING AND LAND USES:

	NORTH	SOUTH	EAST	WEST
ZONING	R-SF	R-TH and R-SF	R-SF	R-SF
LAND USE	Single family residences	Single family residences	Single family residences	Single family residences

SURROUDING ZONING AND LAND USES: (GOOGLE AERIAL VIEW)

GOOGLE MAPS STREET VIEW:

GROWTH MANAGEMENT AND LAND USE PLAN:



- Low-Density Housing
- Medium or High Density Housing
- Medium Intensity Retail, Office or Housing
- High Intensity Retail, Office or Housing
- Greater Downtown
- Business Park
- Light Industrial, Office and Office-Warehouse
- General Industry, Transportation and Utilities
- Park
- School
- Golf
- Community-Public
- Urban Reserve Area
- Rural Area
- Greenway
- Parkway
- City Boundary
- Urban Service Area Boundary, Year 2020
- Urban Reserve Boundary, Year 2040

PROPERTY HISTORY:

The property was originally zoned R-SF, Single-Family Residential in 1995 during the citywide re-mapping. The preliminary plat for the subject property was approved by City Council on April 23, 2018. A final plat has not been submitted for review. The preliminary plat is effective for two years. The planning and zoning commission may at its discretion extend the effective period of preliminary approval by two years, one time. The applicant is requesting an extension.

PLANNING AND ZONING COMMISSION AUTHORITY:

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.

ZONING ORDINANCE AND SUBDIVISION REGULATION STANDARDS:

CODE ITEM	REQUIREMENTS FOR: R-SF, Single-Family Residential District
Permitted Uses	Single-Family uses are permitted use
Use Limitations	Per code
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	25 feet along a primary arterial street
Side and Rear Setbacks	Side yards: Five feet or as required by section 36-453, supplemental open space and yard regulations. Rear yards: Ten percent of the lot depth but may not be less than ten feet nor shall more than 20 feet be required. However, in no event may a structure be erected closer to the centerline of an existing or planned street than as prescribed below, except as permitted by subsection 36-303(17)(b) and subsection 36-303(17)(d).
Open Space Requirement	30%
Design Requirements	Per code
BULK PLANE	**BUFFERYARDS AND LANDSCAPING**
No Bulk Planes required from R-SF or R-TH	No bufferyards required

COMPATIBILITY WITH COMPREHENSIVE PLAN:

The *Growth Management and Land Use Plan* element of the *Comprehensive Plan* identifies this as an appropriate area for Low Density Housing. The Major Thoroughfare Plan classifies Catalpa Street as a collector roadway which supports the proposed land uses.

STAFF COMMENTS:

1. The applicant is proposing to subdivide approximately 4.46 acres of property into a nineteen-lot subdivision named “Catalpa Cottages Subdivision”.

2. There is an existing administrative lot which is not part of this subdivision but does have access through the cul-de-sac.

3. The property will not have driveway access to Catalpa Street.

4. 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 another two (2) years.

5. The proposed preliminary plat was reviewed by City departments and comments are contained in Attachment 1.

PUBLIC NOTIFICATIONS:

The property was posted by the applicant at least 10 days prior to the public hearing.

DEPARTMENT COMMENTS:

ATTACHMENT 1

DEPARTMENT COMMENTS

BUILDING DEVELOPMENT SERVICES COMMENTS:

No comments.

CITY UTILITIES:

No issues with prelim plat.

Note: Utility Extensions had been designed in 2018, but pricing/fees calculated at that time would no longer be valid. This would have been revisited if the project moves forward.

CLEAN WATER SERVICES COMMENTS:

1. The sanitary sewer layout is different from public improvement plans 2018PW0015. These plans will need to be revised or resubmitted under a new plan number.
2. The revised sewer layout does not serve lot 9 with a perpendicular lateral. Need to extend the proposed sewer so it can be served appropriately. Note that the common area is also not served which would only be a problem if any buildings are planned on it.

FIRE DEPARTMENT COMMENTS:

No issues. Fire hydrants to be located per 2018 IFC Appendix C.

SEDIMENT EROSION CONTROL COMMENTS:

A City Land Disturbance Permit will be required for development of the subdivision, and a SWPPP will need to be submitted at approximately the same time as public improvement plans. Work on the public improvements should not begin until plans are approved, and it is difficult to review and approve the SWPPP without an accurate picture of the public improvements involved.

Tree preservation and planting credits are now available to count towards meeting the water quality requirements per Chapter 10 of the Flood Control and Water Quality Protection Manual. Consider incorporating tree preservation and planting into the water quality plans in the engineering report. A tree protection plan should be included in the SWPPP for any trees that will be preserved.

Make sure the SWPPP includes adequate perimeter BMPs to protect surrounding residences. Staff recommends silt fence. Even better, can any vegetated buffers be preserved along property lines?

Construction on individual lots will be covered under original City Land Disturbance Permit unless properties are sold. In that case, the new owner will be responsible for obtaining a new City Land Disturbance Permit. Please note the following requirements as detailed in the State Operating Permit for Land Disturbance Activity regarding future development of individual lots:

1. Federal and Missouri stormwater regulations require a stormwater permit and erosion control measures for all land disturbances of one or more acres. These regulations also require a permit for less than 1 acre lots if the lot is part of a larger common plan of development or sale where that plan is at least one acre in size.
2. If the permittee sells any portion of the permitted site to a developer for commercial, industrial or residential use, this land remains a part of the common sale and the new owner must obtain a permit prior to conducting land disturbance activity. The original permittee would then amend the SWPPP to show that this property has been sold.

3. Property of any size which is part of a larger common plan of development where the property has been stabilized and the original permit terminated will require application of a new land disturbance permit for any future land disturbance activity.
4. If a portion of the larger common plan of development is sold to an individual for the purpose of building his or her own private residence, a permit is required if the portion of land sold is equal to or greater than one acre while no permit is required for less than one acre of land sold.

PUBLIC WORKS SURVEY COMMENTS:

The description and the drawing match and the description closes. The only issues are there needs to be 2 monuments designated as permanent, any connecting pair of the existing 5/8" monuments defining the exterior should do. And state plane coordinates on those monuments

PUBLIC WORKS TRAFFIC DIVISION COMMENTS:

Public improvement plans are required to be submitted, approved and the improvements constructed, or funds escrowed prior to approval of the final plat.

PUBLIC WORKS STORMWATER DIVISION COMMENTS:

1. Detention serving this subdivision will need to be done on public improvement plans. The public improvement plans will need to be approved, constructed, or escrowed prior to acceptance of the final plat.
2. This site drains to the south with a small portion in the northwest corner draining west and is part of multiple sinkhole watersheds. Therefore, a geotechnical report will be required.
3. Now that the stormwater criteria manual is approved water quality method can only be one of the ones specified in the manual. As builts will now be required of detention and stormwater improvements once the project is complete contingent on the certificate of occupancy.
4. Need to show the existing and proposed amount of impervious surfacing. For any increase in impervious surfacing, current detention and water quality requirements must be met. Structures and impervious surface onsite and currently in good condition can be credited as existing impervious surface. Existing gravel surfaces meeting the above definition are eligible for 50% credit.

REQUIREMENTS FOR APPROVAL:

REQUIREMENTS 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.

    a. Public sewer and service will need to be submitted on public improvement plans. Dedicate new easements to cover existing sanitary sewer and show all existing easements of record.

    b. There is existing sidewalk along the south side of East Pine Grove Street. This sidewalk will need to be extended along at least one side of the new proposed new street(s). Sidewalk is also required to be constructed along the entire length of the property frontage on East Catalpa Street.

    c. A stormwater detention permit will be required for the private, onsite detention and/or water quality facility. This permit may be obtained through the Building Development Services (BDS) office, once the stormwater plans and calculations have been approved. These facilities must be constructed, inspected, approved and operational prior to issuance of the building permit. Buyout in lieu of stormwater detention will not be allowed, and detention is required. Since the project will be disturbing more than one (1) acre a land disturbance permit will be required.

2. All required street rights-of-way, drainage and utility easements and limitations of access shall be dedicated on the final plat.

    a. Approximately five (5) feet of additional right-of-way is required for 60 total feet of right-of-way from the centerline of the roadway of Catalpa Street (based on classification as a Collector Roadway).

    b. No direct driveway access is permitted to Catalpa Street from any lot.

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 follow 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.

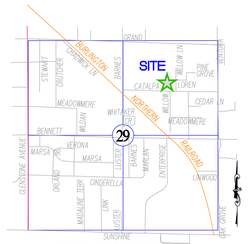
RECORDER'S SPACE

CATALPA COTTAGES SUBDIVISION

BEING A PART OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 29, TOWNSHIP 29 NORTH, RANGE 21 WEST, IN GREENE COUNTY, MISSOURI.

PRELIMINARY PLAT

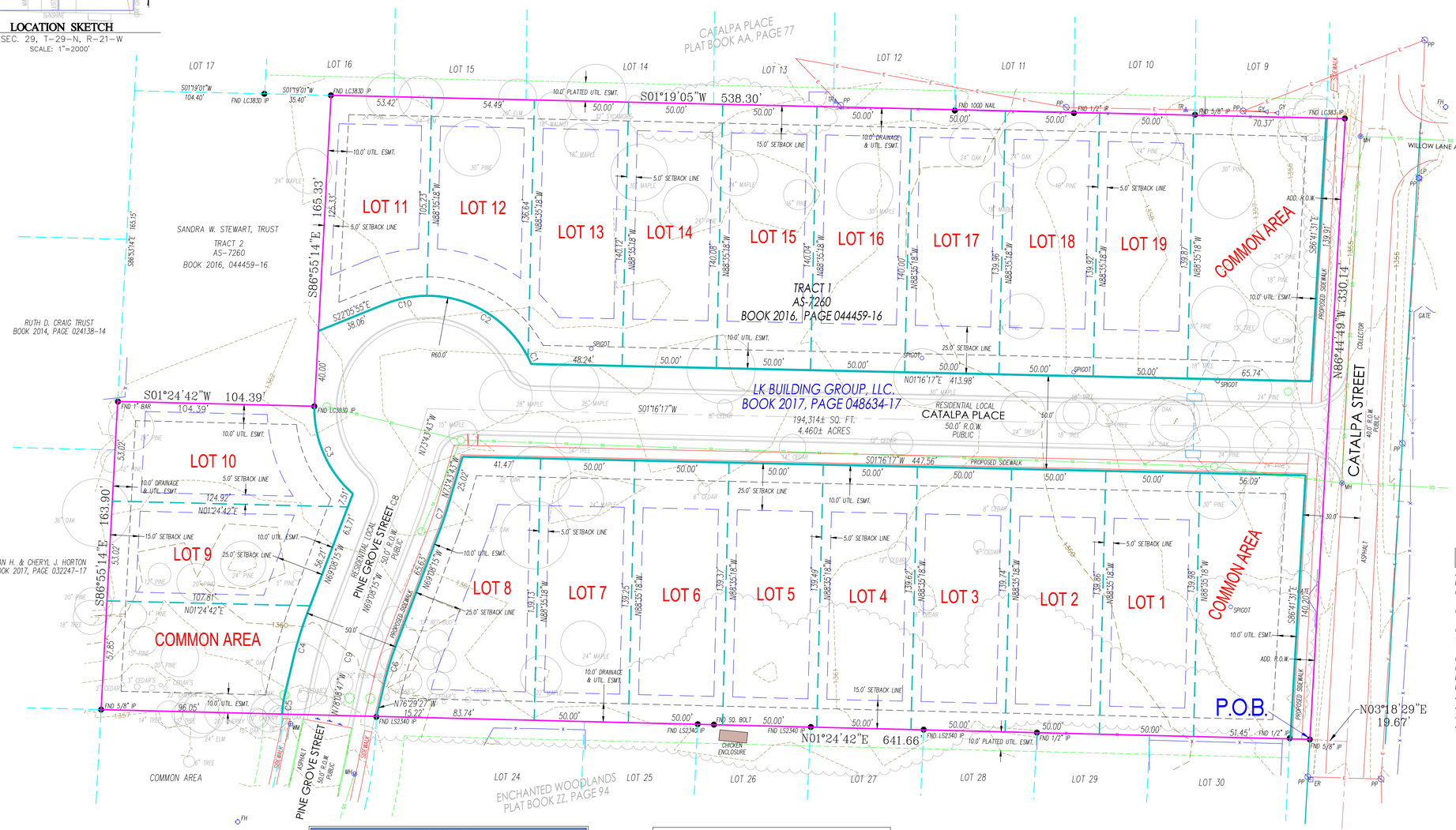
ATTACHMENT 3



LOCATION SKETCH
SEC. 29, T-29-N, R-21-W
SCALE: 1"=2000'

GRID

GRAPHIC SCALE
30 0 15 30 60 120
(IN FEET)
1 inch = 30 ft.



CERTIFICATE OF APPROVAL BY THE CITY COUNCIL

I, BRENDA CIRTIN, CITY CLERK OF SPRINGFIELD, GREENE COUNTY, MISSOURI, DO HEREBY CERTIFY THAT THIS PLAT OF HICKORY HILLS PHASE 2 WAS PRESENTED TO, ACCEPTED AND APPROVED BY THE CITY COUNCIL OF SAID CITY OF SPRINGFIELD, MISSOURI BY ORDINANCE NO. _____ ON THE _____ DAY OF _____, 20___.

_____
CITY CLERK, ANITA COTTER

CERTIFICATE OF APPROVAL BY THE DIRECTOR OF PLANNING AND DEVELOPMENT

I,_____ DIRECTOR OF PLANNING AND DEVELOPMENT OF THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI, IN ACCORDANCE WITH THE AUTHORITY GRANTED TO ME BY SECTION 203 OF ARTICLE II OF THE LAND DEVELOPMENT CODE, CHAPTER 36, SPRINGFIELD CITY CODE, DO HEREBY APPROVE THE PLAT OF HICKORY HILLS PHASE 2 A SUBDIVISION OF SAID CITY OF SPRINGFIELD OF THIS _____ DAY OF _____ 20___.

_____
MARY LILY SMITH
DIRECTOR OF PLANNING AND DEVELOPMENT

DEDICATION

SAID LAND HAS BEEN SUBDIVIDED AS SHOWN HEREON. ALL STREETS, EASEMENTS AND ACCESS LIMITATIONS ARE RELINQUISHED AND DEDICATED TO THE PUBLIC. IN WITNESS WHEREOF, _____ _____ (CORPORATE OFFICER) OF THE PROPERTY DESCRIBED HEREON, CAUSED THIS PLAT TO BE SIGNED THIS _____ DAY OF _____, 20___.

_____ DATE OF EXECUTION

_____ SIGNED

NO SEAL

_____ TITLE

_____ PRINT NAME

ACKNOWLEDGMENT

STATE OF MISSOURI)
) SS
COUNTY OF GREENE)

ON THIS _____ DAY OF _____, IN THE YEAR 20___, BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED_____, TO ME PERSONALLY KNOWN, WHO, BEING BY ME DULY SWORN DID SAY THAT HE/SHE IS THE _____ OF _____, A LIMITED LIABILITY COMPANY OF THE STATE OF _____, AND THAT SAID DOCUMENT WAS SIGNED IN BEHALF OF SAID LIMITED LIABILITY COMPANY BY AUTHORITY OF ITS _____ AND SAID _____ ACKNOWLEDGED SAID DOCUMENT TO BE THE FREE ACT AND DEED OF SAID LIMITED LIABILITY COMPANY AND ACKNOWLEDGED TO ME THAT HE/SHE EXECUTED THE SAME FOR THE PURPOSES THEREIN STATED.

"NOTARY SEAL"

NOTARY PUBLIC: _____

PRINT NAME: _____

SURVEY DESCRIPTION

A TRACT OF LAND AS LYING IN THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 29, TOWNSHIP 29 NORTH, RANGE 21 WEST AS DESCRIBED IN THE GREENE COUNTY, MISSOURI RECORDERS OFFICE IN BOOK 2017, PAGE 048634-17 AND SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 29, TOWNSHIP 29 NORTH, RANGE 21 WEST; THENCE ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 29, SOUTH 88°41'31" EAST, 1006.46 FEET, THENCE LEAVING SAID SOUTH LINE, NORTH 03°18'29" EAST, 19.67 FEET TO THE POINT OF BEGINNING, SAID POINT ALSO LYING ON THE NORTH RIGHT-OF-WAY OF CATALPA STREET; THENCE LEAVING SAID NORTH RIGHT-OF-WAY AND ALONG THE EAST LINE OF ENCHANTED WOODLANDS SUBDIVISION, NORTH 01°24'42" EAST, 641.66 FEET; THENCE LEAVING SAID EAST LINE, SOUTH 86°55'14" EAST, 163.90 FEET; THENCE SOUTH 01°24'42" WEST, 104.39 FEET; THENCE SOUTH 86°55'14" EAST, 165.33 FEET TO A POINT LYING ON THE WEST LINE OF CATALPA PLACE SUBDIVISION, PLAT BOOK AA, PAGE 77; THENCE ALONG SAID WEST LINE, SOUTH 01°19'05" WEST, 538.30 FEET TO A POINT LYING ON THE AFOREMENTIONED NORTH RIGHT-OF-WAY OF CATALPA STREET; THENCE LEAVING SAID WEST LINE AND ALONG SAID NORTH RIGHT-OF-WAY, NORTH 86°44'49" WEST, 330.14 FEET TO THE POINT OF BEGINNING. CONTAINING 4.46 ACRES, MORE OR LESS. ALL LYING IN THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 29, TOWNSHIP 29 NORTH, RANGE 21 WEST, IN THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI. CONDITIONS AND MONUMENTS ARE AS SHOWN ON ANDERSON ENGINEERING, INC. DRAWING NUMBER WB 111080.

SURVEYOR'S CERTIFICATE

KNOWN ALL MEN BY THESE PRESENTS:

THAT I, KEVIN L. LAMBETH, DO HEREBY CERTIFY THAT THIS PLAT WAS PREPARED UNDER MY SUPERVISION FROM AN ACTUAL SURVEY OF THE LAND HEREIN DESCRIBED, PREPARED BY ANDERSON ENGINEERING, INC. DATED FEBRUARY 01, 2018 AND SIGNED BY KEVIN L. LAMBETH, PLS NO. 2695 AND THAT THE MONUMENTS AND LOT CORNER PINS SHOWN HEREIN WERE PLACED UNDER THE SUPERVISION OF KEVIN L. LAMBETH, PLS NO. 2695 IN ACCORDANCE WITH THE MISSOURI MINIMUM STANDARDS FOR PROPERTY BOUNDARY SURVEYS, AND IN ACCORDANCE WITH SECTION 410.5 OF THE SUBDIVISION REGULATIONS, ARTICLE II, CHAPTER 36, OF THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI. DATE OF LAST REVISION FEBRUARY 05, 2018.

ANDERSON ENGINEERING, INC. LC 62 BY:

STATE OF MISSOURI
KEVIN L. LAMBETH
NUMBER LS-2695
PROFESSIONAL LAND SURVEYOR

KEVIN L. LAMBETH, PLS NO. 2695

3-01-2018
DATE PREPARED

FLOOD NOTE

BY GRAPHIC PLOTTING ONLY, THIS PROPERTY IS IN ZONE X OF THE FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 29077C0342, WHICH BEARS AN EFFECTIVE DATE OF DECEMBER 17, 2010 AND IS NOT IN A SPECIAL FLOOD HAZARD AREA. NO FIELD SURVEYING WAS PERFORMED TO DETERMINE THIS.

LEGEND OF SYMBOLS AND ABBREVIATIONS

(#)	INTERNAL ANGLE # (SEE TABLE)	WV	WATER VALVE
— SS —	SANITARY SEWER LINE	GV	GAS VALVE
— E —	OVERHEAD ELECTRIC	WM	WATER METER
— G —	GAS LINE	TR	TELEPHONE RISER
— W —	WATER LINE	ER	ELECTRIC RISER
— UT —	UNDERGROUND TELEPHONE	RD	ROOF DRAIN
— UE —	UNDERGROUND ELECTRIC	TRANS	TRANSFORMER PAD
—X—X—	FENCE LINE	MH	SANITARY MANHOLE
	FIRE HYDRANT	RWM	RIGHT-OF-WAY MARKER
LP	LIGHT POLE	IP	FOUND IRON PIN
P.O.C.	POINT OF COMMENCEMENT	IP	SET IRON PIN
		P.O.B.	POINT OF BEGINNING
			GROUND LIGHT
		PM	PERMANENT MONUMENT
		(#)	KEY NOTES
			TREELINE

LINE LABELS
MEASURED 100' M
DEED 100' D
RECORD 100' R

ZONING DATA

SUBJECT PROPERTY IS ZONED R-SF (SINGLE-FAMILY RESIDENTIAL DISTRICT).

MINIMUM YARD REQUIREMENTS:
FRONT YARD:
A) 25 FEET ALONG A STREET CLASSIFIED AS A COLLECTOR OR HIGHER CLASSIFICATION STREET.
B) 15 FEET ALONG A STREET CLASSIFIED AS A LOCAL STREET CLASSIFICATION STREET.
C) THE FRONT YARD SETBACK MAY BE REDUCED BELOW THE MINIMUM REQUIRED ABOVE IF A CONDITIONAL USE PERMIT IS APPROVED.

SIDE YARD: 5 FEET.

REAR YARD: TEN PERCENT OF THE LOT DEPTH, BUT MAY NOT BE LESS THAN 10 FEET NOR SHALL MORE THAN 25 FEET BE REQUIRED.

STATE PLANE COORDINATE TIE
MISSOURI COORDINATE SYSTEM 1983

CONTROL STATIONS:
GR-93 NORTHING - 149833.990 (M)
EASTING - 432890.774 (M)
GRID FACTOR - 0.9999297
COS 201 NORTHING - 151400.882 (M)
EASTING - 433944.422 (M)
GRID FACTOR - 0.9999270

COORDINATES EXPRESSED IN METERS.

Curve Table

Curve #	Length	Radius	Chord Direction	Chord Length
C1	3.93	60.00	S64° 46' 09"W	3.93
C2	66.15	60.00	N31° 18' 26"E	62.85
C3	52.38	60.00	S66° 15' 36"W	50.74
C4	30.67	200.00	N73° 31' 52"W	30.64
C5	10.30	52.75	N82° 11' 45"W	10.29
C6	23.59	150.00	N73° 38' 31"W	23.56
C7	16.03	200.00	S71° 25' 59"E	16.02
C8	14.02	175.00	S71° 25' 59"E	14.02
C9	27.52	175.00	N73° 38' 31"W	27.49
C10	22.85	60.00	N11° 11' 16"W	22.71

NOTES

LOT SIZE
SMALLEST - LOT 10 = 6,021± SQ. FT.
LARGEST - LOT 8 = 8,777± SQ. FT.
TOTAL SQUARE FOOTAGE OF DEVELOPMENT = 194,314± SQ. FT.
TOTAL ACREAGE OF DEVELOPMENT = 4.460± ACRES
TOTAL NUMBER OF LOTS =19
DATE OF PRELIMINARY PLAT SUBMITTAL = FEBRUARY 05, 2018
DATE OF FINAL PLAT SUBMITTAL =
OWNERSHIP = BOOK 2017, PAGE 048634-17

METERS TO U.S. FEET CONVERSION 3.28083333 "GRID".

MAINTENANCE OF ANY AREA REFERRED TO AS DRAINAGE EASEMENT OR DRAINAGE DETENTION IS THE RESPONSIBILITY OF THE PROPERTY OWNER.

INSTALLATION OF IRON PINS ON ALL LOT CORNERS WILL BE COMPLETED UPON COMPLETION OF UTILITIES INSTALLATIONS.

P.O.C.
SW. CORNER OF THE
NW. 1/4 OF THE NE 1/4
OF SEC. 29, T29N, T21W

PREPARED BY
KEVIN L. LAMBETH, PLS
ANDERSON ENGINEERING, INC.
2045 W. WOODLAND
SPRINGFIELD, MO. 65807

OWNER AND DEVELOPER
LK BUILDING GROUP LLC
3812 E. BROOKDALE TERRACE
SPRINGFIELD, MO. 65802

COA #000062
ANDERSON ENGINEERING
EMPLOYEE OWNED
ENGINEERS • SURVEYORS • LABORATORIES • DRILLING
2045 W. WOODLAND
SPRINGFIELD, MISSOURI 65807
PHONE (417) 866-2741
FAX (417) 866-2778

FIELD: KP DATE: 2-01-2018
DRAWN: BAC FIELD BK:
CHECKED: KLL JOB NO: 10008-18

WB 111-080
SHT. 1 OF 1 REV. __