Agenda
City Council Meeting

City Council Chambers
Historic City Hall, 830 Boonville

Robert Stephens, Mayor

Zone Councilmembers	**General Councilmembers**
Phyllis Ferguson, Zone 1	Jan Fisk, General A
Justin Burnett, Zone 2	Craig Hosmer, General B
Mike Schilling, Zone 3	Kristi S. Fulnecky, General C
Craig Fishel, Zone 4	Ken McClure, General D

Upcoming Council Meeting Agenda
March 21, 2016 - 6:30 p.m.

Speakers must sign up with the City Clerk to speak to an issue on the agenda.
Speakers are to limit their remarks to three to five minutes.

Note: Sponsorship does not denote Council member approval or support.

1. **ROLL CALL.**

2. **APPROVAL OF MINUTES. March 7, 2016**

   Documents: 03-07-2016.PDF

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

4. **CEREMONIAL MATTERS.**

5. **Council Bill 2016-055. (Hosmer)**

   A resolution recognizing Planet Fitness for completing the 50/50 Plus Challenge to become a "Springfield LifeSave Plus" organization.

   Documents: 2016-055.PDF

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

7. **SECOND READING AND FINAL PASSAGE. Citizens Have Spoken. May Be Voted**

On. Public Hearing Remains Open For Council Bill 2016-050 To Provide An Opportunity For Public Comment During The Complete 20 Day Notice Period.

8. **Council Bill 2016-050. (Fulnecky) Public Hearing Remains Open To Provide An Opportunity For Public Comment During The Complete 20 Day Notice Period.**

   A special ordinance approving a plan for an industrial development project for Kraft Heinz Foods Company, a Pennsylvania corporation, 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), Series 2016, in a principal amount not to exceed $36,000,000 to finance the costs of such project; authorizing and approving certain documents; and authorizing certain other actions in connection with the issuance of the Bonds.

   Documents: 2016-050.PDF

9. **Council Bill 2016-051. (Hosmer)**

   A general ordinance amending the City Health Care Plan to terminate the City of Springfield Retiree Health Plan (Non-Medicare) on December 31, 2016; repealing the Plan Document and Summary Plan Description of the City of Springfield Retiree Health Plan (Non-Medicare) effective December 31, 2016; terminating the City of Springfield Retiree Health Savings Account Program effective December 31, 2016; amending Chapter 2 of the Springfield City Code, Section 2-92, Merit Rule 25.1, City Health Care Plan, by amending the language of said Merit Rule; amending Section 2-92, Merit Rule 25.1, City Health Care Plan, Exhibit 1, by amending the language of said Exhibit 1; terminating the City of Springfield Medicare supplement plan effective December 31, 2017; amending Section 2-92, Merit Rule 25.2, Police and Fire Departments Health Insurance Plan, Coverage of County Emergency 911 Employees Transferring to the City, by terminating the rights of retirees to City provided or sponsored health insurance coverage; and authorizing the City Manager to administratively amend provisions of the City Health Care Plan conflicting with this ordinance.

   Documents: 2016-051.PDF

10. **RESOLUTIONS.**

11. **EMERGENCY BILLS. Citizens May Speak. May Be Voted On.**

    Possible Additions to City Council Agenda; however, a determination of whether it will be added will be made by City Council at the meeting.

    Council Bill 2016-071. (Stephens)

    A special ordinance amending the General Fund budget of the City of Springfield, Missouri, for Fiscal Year 2015-2016, by appropriating a portion of the 2015 fiscal carryover funds and increasing expenses in the amount of $500,000.00 for use in contracts for the housing of City inmates.

    Council Bill 2016-072. (Stephens)

    A special ordinance authorizing the City Manager, or his designee, to enter into an Intergovernmental Agreement with Miller County for use of the Miller County Detention Center for housing City inmates and declaring an emergency.

    Council Bill 2016-073. (Stephens)

    A special ordinance authorizing the City Manager, or his designee, to enter into an Intergovernmental Agreement with Taney County for use of the Taney County Jail for housing City inmates and declaring an emergency.

12. **PUBLIC IMPROVEMENTS.**

13. **GRANTS.**

14. **AMENDED BILLS.**

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

16. **Council Bill 2016-056. (McClure)**

A special ordinance authorizing the City Manager, or his designee, to make application to the U.S. Department of Housing and Urban Development (HUD) for the Federal Fiscal Year 2016 Community Development Block Grant (CDBG) and HOME Investment Partnership Program (HOME) funds under the Consolidated Plan, to accept CDBG and HOME funds; to enter into any necessary agreements to carry out the grants; to exercise any and all powers necessary to implement selected projects; and to select projects for funding for the City of Springfield Fiscal Year 2016-2017; and reaffirming the Community Development Objectives and Priorities set out in "Exhibit C." (Staff and Citizen Advisory Committee for Community Development recommend approval.)

Documents: 2016-056.PDF

17. **Council Bill 2016-057. (Ferguson)**

A general ordinance amending Springfield Land Development Code, Section 36-306, Zoning Maps, by rezoning approximately 0.62 acres of property generally located at 540 & 550 East Chestnut Expressway from an HM, Heavy Manufacturing District to a GR, General Retail District; and adopting an updated Official Zoning Map. (Staff and Planning and Zoning Commission recommend approval.) (By: William P. Brandt Properties, LLC; 540 & 550 East Chestnut Expressway; Z-2-2016.)

Documents: 2016-057.PDF

18. **Council Bill 2016-058. (Schilling)**

A special ordinance authorizing the issuance of Conditional Use Permit No.420 to allow a brewery within a CC, Center City District generally located at 522 West McDaniel Street.

Documents: 2016-058.PDF

19. **Council Bill 2016-059. (McClure)**

A general ordinance amending Chapter 36 of the Springfield City Code, known as the Land Development Code, Article III, Division IV, Subdivision III, Section 36-425(7), Design Requirements, of the COM, Commercial Street District in the Zoning Ordinance to clarify Blaine Street Frontage and new construction requirements.

Documents: 2016-059.PDF

20. **Council Bill 2016-060. (Fishel)**

A general ordinance amending Chapter 36 of the Springfield, Missouri City Code, known as the Land Development Code, by adding a new section, to be known as Section 36-336, Reasonable Accommodation Policy and Procedure, to Article III, Division 3, Subdivision I.

Documents: 2016-060.PDF

21. **Council Bill 2016-061. (Fisk)**

A general ordinance amending Chapter 36 of the Springfield City Code, known as the Land Development Code, Article III, Zoning Regulations, Division 3, Administration, Enforcement, and Review, Subdivision II, Commissions and Boards, Section 36-350, Planning and Zoning Commission, subsection (1), Composition of Commission.

Documents: 2016-061.PDF

22. **Council Bill 2016-062. (Fulnecky)**

A general ordinance amending Chapter 36 of the Springfield City Code, known as the Land Development Code, Article III, Zoning Regulations, Division 3, Administration, Enforcement, and Review, Subdivision II, Commissions and Boards, Section 36-353, Landmarks Board by amending subsection (3), Terms of membership.

Documents: 2016-062.PDF

23. **Council Bill 2016-063. (Schilling)**

A special ordinance declaring the area generally located along the east side of South Market Avenue, between West Mount Vernon Street and West Harrison Street, as a blighted area pursuant to the Land Clearance for Redevelopment Authority Law. (The Land Clearance for Redevelopment Authority (LCRA) recommends denial. Staff recommends approval.)

Documents: 2016-063.PDF

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

25. **Council Bill 2016-064. (Burnett)**

A general ordinance amending the Springfield City Code by repealing language contained in Chapter 118 Vehicles for Hire, and adding new regulations for Transportation Network Companies and Drivers.

Documents: 2016-064.PDF

26. **PETITIONS, REMONSTRANCES, AND COMMUNICATIONS.**

Mr. Bob Mondy wishes to address City Council.

27. **NEW BUSINESS.**

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.

28. **UNFINISHED BUSINESS.**

29. **MISCELLANEOUS.**

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

31. **Council Bill 2016-066. (Burnett)**

A special ordinance approving the plans and specifications for the Stormwater Improvements Atlantic Street (West of Glenstone Avenue) project, Plan No. 2015PW0005WT, accepting the bid of Hartman and Company, Inc., for that project; and authorizing the City Manager, or his designee, to enter into a contract with such bidder.

Documents: 2016-066.PDF

32. **Council Bill 2016-067. (Ferguson)**

A special ordinance declaring the necessity to condemn right-of-way over, under, and through the property located at 1705 North Colgate Avenue for the Homeland Subdivision Stormwater Improvement Project.

Documents: 2016-067.PDF

33. **Council Bill 2016-068. (Hosmer)**

A special ordinance authorizing the City Manager, or designee, to enter into a Real Estate Transfer Agreement with BNSF Railway Company (BNSF), to transfer certain property underlying the West Wye Connector project (the "Project") to BNSF, and finding that the Project supports the public purposes of improving public safety, providing a more efficient rail system, and promoting economic development in central Springfield.

system, and promoting economic development in central Springfield.

Documents: 2016-068.PDF

34. **Council Bill 2016-069. (Fulnecky)**

A special ordinance approving the final development plan of Planned Development District No. 228 Amended, Lot 21, generally located at 1320 East McClernon Street (Planning and Zoning Commission and Staff recommend approval).

Documents: 2016-069.PDF

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

36. **Council Bill 2016-065. (Ferguson)**

A special ordinance to establish and define the boundaries and adopt the plat, plans, specifications, and sealed estimate of construction costs, and authorize acquisition of necessary right(s)-of-way, by purchase or condemnation thereof, for Sanitary Sewer District No. 19L of Section No. 1 of the main sewers of the City, located in the general vicinity of Catalpa Street and Scenic Avenue; further providing that all labor shall be paid the prevailing wages; and directing the City Manager, or his designee, to advertise for bids for the construction of said sewers.

Documents: 2016-065.PDF

37. **Council Bill 2016-070. (Burnett)**

A special ordinance authorizing the City Manager, or his designee, to accept a grant addendum from the Missouri Department of Health and Senior Services (DHSS), federally funded by a Preventive Health and Health Services Block Grant (PHHS), to support activities of the Healthy Eating and Active Living (HEAL) in Local Communities Program; and amending the budget of the Springfield-Greene County Health Department (SGCHD) for Fiscal Year 2015-2016 in the amount of $24,500.00 to appropriate the grant funds.

Documents: 2016-070.PDF

38. **CONSENT AGENDA – SECOND READING BILLS. Citizens Have Spoken. May Be Voted On.**

39. **Council Bill 2016-052. (Fisk)**

A general ordinance amending Chapter 2, Section 2–92 of the Springfield City Code, known as the Salary Ordinance, relating to the salary rate and pay grade for one job title within the Springfield Fire Department, as contained in the Fire Protection Schedule (FPS), by adding one new job title, Division Chief (FPS 12).

Documents: 2016-052.PDF

40. **Council Bill 2016-053. (McClure)**

A special ordinance authorizing the City of Springfield, Missouri, to enter into Schedule No. 4 to its existing master equipment lease purchase agreement, the proceeds of which will be used to pay the costs of acquiring equipment for the Parks Department, amending the Fiscal Year 2016 budget of the City in the amount of $489,500, and to do all things necessary to carry out the lease-purchase transaction, including the execution of certain documents in connection therewith.

Documents: 2016-053.PDF

41. **END OF CONSENT AGENDA.**

42. **ADJOURN.**

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

All meetings are recorded.

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

March 7, 2016
Springfield, Missouri

The City Council met in regular session February 22, 2016 in the Council Chambers at Historic City Hall. The meeting was called to order by Mayor Bob Stephens. A moment of silence was observed.

Roll Call

Present: Jan Fisk, Kristi Fulnecky, Phyllis Ferguson, Mike Schilling, Justin Burnett, and Bob Stephens. Absent: Craig Fishel, Ken McClure, and Craig Hosmer.

Minutes

The minutes of February 22, 2016 were approved as presented.

Consent Agenda

The Consent Agenda was finalized and approved as presented.

CEREMONIAL MATTERS

City Managers report and responses to questions raised at the previous City Council meeting:

Greg Burris, City Manager, responded all questions had been answered. Mr. Burris noted the Springfield Art Museum is the new home of One Million Cups for Springfield, a free, weekly event that helps build local start-up companies and organizations. He stated since One Million Cups launched on February 26, 2014, more than 200 small businesses and organizations have presented to more than 100 community members each week. Mr. Burris noted Nick Nelson, Director of Springfield Art Museum, continues to do a great job connecting the Art Museum with various groups in the community and this is just the latest example. He stated this new collaboration will view Entrepreneurship as an art.

Mr. Burris noted the Jefferson Avenue Footbridge is temporarily closed for a detailed safety inspection. He stated during a regularly inspection, Public Works staff noticed corrosion and steel loss in the north support column of the 114-year-old bridge. Mr. Burris noted the bridge is not in imminent danger, but it is in the best interest of the public to close it for a minimum of three months to evaluate repair options. He stated engineers from Great River Engineering will conduct an in-depth analysis of the other support columns and develop a rehabilitation plan for the entire bridge if needed.

Mr. Burris noted the City's March 2016 one percent general sales tax check from the Missouri Department of Revenue is up 24 percent compared to the amount budgeted. He stated this check reflects sales processed by the state in February from transactions made primarily in January. Mr. Burris noted the sales tax check was $4,839,775, compared to the budgeted amount of $3,897,437. He stated while fluctuations in sales tax revenues from month to month are normal the monthly budget is developed by looking at the same month over a 10-year time span and also in the perspective of year-to-date figures. Mr. Burris noted the increase may be attributed to an increase in economic activity, but it could also be affected by the timing of collections. He stated March 2016 receipts were up 12 percent over March 2015 and on a year-to-date basis, revenues are up six percent over budget. Mr. Burris noted the City relies heavily on sales tax revenues as its main source of revenue to fund vital services, such as police and fire operations.

He stated approximately 60 percent of the City's revenue in the General Fund comes from sales tax and use tax.

Mr. Burris noted the National Christian Homeschool Basketball Championships return to Springfield during the week of March 7-11, 2016. He stated 320 teams from across the United States will play in Springfield and will generate approximately $15 Million for local hotels, restaurants, attractions, and retail outlets.

Mr. Burris noted the Springfield Police Department updated benchmark and staffing report was provided to all members.

Mr. Burris noted Katie Towns-Jeter, Assistant Director of Public Health, was chosen as a fellow in the Missouri Foundation for Health's first Health Care Leadership Institute.

Mr. Burris noted Steve Meyer, Director of Environmental Services, was re-elected President of the Association of Missouri Cleanwater Agencies.

Councilwoman Fisk asked for clarification on whether the water infrastructure problems in Flint, Michigan could happen in Springfield. Mr. Burris responded City Utilities provided information stating that problem cannot happen in Springfield.

Mayor Stephens asked for clarification on if National Homeschool Basketball Championships is scheduled for the week of March 7-11, 2016. Mr. Burris responded in the affirmative.

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

Conditional Use Permit No. 419 at 1124 and 1130 East Elm Street

Sponsor: McClure. Council Bill 2016-043. A special ordinance authorizing the issuance of Conditional Use Permit No. 419 to allow a reduction of the front yard setback along Elm Street within an R-HD, High-Density Multi-Family residential District and UN, University Combining Overlay District, generally located at 1124 and 1130 East Elm Street. (Planning and Zoning Commission and staff recommend approval.)

Council Bill 2016-043. Special Ordinance 26699 was approved by the following vote: Ayes: Fisk, Fulnecky, Ferguson, Schilling, Burnett, and Stephens. Nays: None. Absent: Fishel, McClure, and Hosmer. Abstain: None.

Indecent Exposure

Sponsors: Hosmer, Fisk, and Fishel. Council Bill 2016-044. A general ordinance amending the Springfield City Code, Chapter 78 – Offenses and Miscellaneous Provisions, Article V – Offenses Against Morals by repealing Section 78-222, and enacting a new Section 78-222, defining indecent exposure or conduct, and including exceptions for breast-feeding, expressing breast milk, and constitutionally-protected activities. (The Plans and Policies Committee recommends approval.)

Councilwoman Fulneckey expressed her opinion Council should have kept the strictor ordinance in place.

Mayor Stephens noted the Council Bill Ms. Fulnecky referred to was the target of a request for an injunction which was granted by a federal judge. He stated the judge addressed issues and opinions her decision would be based on. Mayor Stephens expressed his opinion if the proposed is not enacted, the original lawsuit would continue and the City would lose.

Councilman Burnett noted the lack of citizen input during the previously held public hearing. He expressed his opinion citizens want Council to pass the proposed. Mr. Burnett stated the proposed is good for the City.

Councilwoman Fulnecky expressed her opinion citizens are frustrated with elected officials. She stated Council agreed to the injuction. Ms. Fulnecky expressed her opinion Council should fight this lawsuit due to a possibility other Courts may overturn precedence.

Councilman Schilling stated he did not support the previously passed stricter ordinance. He expressed his opinion Council should follow the rulings of the Courts and pass the proposed.

Councilwoman Ferguson stated she did support the strictor Council Bill based on input from Zone 1 citizens. She noted she has not heard from any citizens regarding the proposed and expressed her opinion Council should pass the proposed and work to unite the City.

Council Bill 2016-044. General Ordinance 6267 was approved by the following vote: Ayes: Fisk, Ferguson, Schilling, Burnett, and Stephens. Nays: Fulnecky. Absent: Fishel, McClure, and Hosmer. Abstain: None.

RESOLUTIONS.

EMERGENCY BILLS.

PUBLIC IMPROVEMENTS.

GRANTS.

AMENDED BILLS.

PUBLIC HEARING.

Industrial Development Revenue Bonds (Kraft Heinz Foods

Sponsor: Fulnecky. Council Bill 2016-050. (Fulnecky)

Note: Public Hearing will remain open to provide an opportunity for public comment during the complete 20 day notice period.

A special ordinance approving a plan for an industrial development project for Kraft Heinz Foods Company, a Pennsylvania corporation, 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), Series 2016, in a principal amount not to exceed $36,000,000 to finance the costs of such project; authorizing and approving certain documents; and authorizing

certain other actions in connection with the issuance of the Bonds.

Sarah Kerner, Interim Director of Economic Development, gave a brief overview of the proposed. She stated Kraft Heinz Foods Company asked for a personal property tax abatement of 50 percent for the purchase of manufacturing equipment valued at $33.2 Million. Ms. Kerner noted this equipment is for eight new manufacturing lines in their Springfield facility and allows Kraft Heinz to expand production capacity and hire 109 new employees. She gave an overview of the Chapter 100 process. Ms. Kerner stated the City issues bonds, Kraft Heinz Foods Company purchases the bonds, and the proceeds are used to purchase the aforementioned manufacturing equipment. She noted the City will lease the equipment to Kraft Heinz for ten years and will apply these payments to pay off the bonds. Ms. Kerner stated Kraft Heinz will receive a personal property tax exemption on this equipment during the ten years and the City will transfer ownership of the equipment to Kraft Heinz at the end of this ten-year period. She stated the proposed contains a performance agreement requiring Kraft Heinz to employ not less than 950 employees by October 17, 2017.

Councilman Schilling asked for clarification on who is responsible for maintaining the equipment during this ten-year period. Ms. Kerner responded Kraft Heinz is responsible. Mr. Schilling asked for clarification on cost-per-employee and how it might compare to the normal taxation. Ms. Kerner responded she does not have that information and will see if she can provide it to Council.

Councilwoman Fulnecky asked for clarification on who is paying the project costs associated with the proposed. Ms. Kerner responded Kraft Heinz is paying the project costs with the bond funds and the City is not paying any of the project costs.

An opportunity was given for citizens to express their views.

Lindsey Haymes spoke in support of the proposed. She expressed her opinion new jobs being created by the eight new manufacturing lines will be high paying jobs and good for the City.

Kevin Ausburn spoke in support of the proposed. He expressed his opinion the proposed is good for the City.

Jeff Shrag spoke in support of the proposed. He expressed his opinion the proposed will have a positive impact on other manufactures in the City.

Councilman Schilling asked for clarification on this project being competitive. James Gomacheck, Consultant for Kraft Heinz Foods Company, responded Springfield has been chosen as the preferred site for this product line. He stated the proposed is the last step in this process.

Mayor Stephens asked for clarification on if the local Kraft Heinz facility is part of a Corporate Division and competing against other plants for these type of investments. Mr. Gomacheck responded in the affirmative. Mayor Stephens asked if the proposed will make the local Kraft Heinz facility more competitive. Mr. Gomacheck responded as Kraft Heinz invests in the Springfield manufacturing plant it will become more efficient and viable for future

investments.

With no further appearances, the public hearing was closed.

FIRST READING BILLS.

Retiree Health Plan

Sponsor: Hosmer. Council Bill 2016-051. A general ordinance amending the City Health Care Plan to terminate the City of Springfield Retiree Health Plan (Non-Medicare) on December 31, 2016; repealing the Plan Document and Summary Plan Description of the City of Springfield Retiree Health Plan (Non-Medicare) effective December 31, 2016; terminating the City of Springfield Retiree Health Savings Account Program effective December 31, 2016; amending Chapter 2 of the Springfield City Code, Section 2-92, Merit Rule 25.1, City Health Care Plan, by amending the language of said Merit Rule; amending Section 2-92, Merit Rule 25.1, City Health Care Plan, Exhibit 1, by amending the language of said Exhibit 1; terminating the City of Springfield Medicare supplement plan effective December 31, 2017; amending Section 2-92, Merit Rule 25.2, Police and Fire Departments Health Insurance Plan, Coverage of County Emergency 911 Employees Transferring to the City, by terminating the rights of retirees to City provided or sponsored health insurance coverage; and authorizing the City Manager to administratively amend provisions of the City Health Care Plan conflicting with this ordinance.

Sheila Maerz, Director of Human Resources, gave a brief overview of the proposed. She stated the proposed is recommended by the Health Insurance Committee and is intended to close the City's Non-Medicare Retiree Health Plan effective December 31, 2016 and will close the sponsorship of the City's Medicare Advantage Plan effective December 31, 2017. Ms. Maerz stated the Non-Medicare Retiree Health Plan started in 2008 with 227 enrollees and today there are only 68 enrollees.

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

PETITIONS, REMONSTRANCES, AND COMMUNICATIONS.

The following appeared on the agenda under New Business:

Referred

Refer to the Community Involvement Committee the issue of alcohol at special events.

UNFINISHED BUSINESS.

MISCELLANEOUS.

The following bill appeared on the agenda under Consent Agenda First Reading Bills:

Amending Salary Ordinance

Sponsor: Fisk. Council Bill 2016-052. A general ordinance amending Chapter 2, Section 2-92 of the Springfield City Code, known as the Salary Ordinance, relating to the salary rate and pay grade for one job title within the Springfield Fire Department, as contained in the Fire Protection Schedule (FPS), by adding one

new job title, Division Chief (FPS 12).

Parks Department Equipment

Sponsor: McClure. Council Bill 2016-053. A special ordinance authorizing the City of Springfield, Missouri, to enter into Schedule No. 4 to its existing master equipment lease purchase agreement, the proceeds of which will be used to pay the costs of acquiring equipment for the Parks Department, amending the Fiscal Year 2016 budget of the City in the amount of $489,500, and to do all things necessary to carry out the lease-purchase transaction, including the execution of certain documents in connection therewith.

The following bill appeared on the agenda under Consent Agenda One Reading Bills:

Declaring economic and housing access calamity

Sponsor: Ferguson. Council Bill 2016-054. A resolution extending the declaration of an economic and housing access calamity until the condition is no longer met, or March 31, 2018, whichever occurs first. (Staff recommends approval.)

Council Bill 2016-054. Resolution 10261 was approved by the following vote: Ayes: Fisk, Fulnecky, Ferguson, Schilling, Burnett, and Stephens. Nays: None. Absent: Fishel, McClure, and Hosmer. Abstain: None.

The following bills appeared on the agenda under Consent Agenda Second Reading Bills:

Preliminary Plat of New Prime Phase Two

Sponsor: Hosmer. Council Bill 2016-045. A special ordinance authorizing the Director of Planning and Development to accept the dedication of the public streets and easements to the City of Springfield, Missouri, as shown on the Preliminary Plat of New Prime Phase Two, generally located at the 2800 block of North Cedarbrook and Packer Avenues, 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 the terms of this ordinance. (Planning and Zoning Commission and Staff recommend that City Council accept the public streets and easements.)

Council Bill 2016-045. Special Ordinance 26700 was approved by the following vote: Ayes: Fisk, Fulnecky, Ferguson, Schilling, Burnett, and Stephens. Nays: None. Absent: Fishel, McClure, and Hosmer. Abstain: None.

Adjourn

With no further business to come before Council, the meeting adjourned at approximately 7:03 p.m.

Anita J. Cotter, CMC/MRCC
City Clerk

Prepared by Tom Smith
Assistant City Clerk

One-rdg. X
P. Hrngs. _____
Pgs. 3
Filed: 03-15-16

Sponsored by: Hosmer

COUNCIL BILL NO. 2016-055 RESOLUTION NO. _____

A RESOLUTION

RECOGNIZING Planet Fitness for completing the 50/50 Plus Challenge to become a "Springfield LifeSave Plus" organization.

WHEREAS, each year over 350,000 cardiac arrests occur outside a hospital, which can be deadly; however when CPR and defibrillation by an Automated External Defibrillator (AED) is administered immediately, cardiac arrest is reversible in most cases; and

WHEREAS, without CPR and defibrillation, the chance for survival decreases by 10% each minute; and

WHEREAS, on March 25, 2014, "Springfield LifeSave", was established to reduce the number of deaths caused by sudden cardiac arrest in our community; and

WHEREAS, the goal of "Springfield LifeSave" is to train 45,000 people in compression-only CPR, double the number of AEDs in the community, and have 100 businesses and organizations commit to the "50/50 Challenge" by agreeing to certify 50% of the workforce or 50 employees in CPR; and

WHEREAS, organizations who purchase an AED in addition to having employees certified in CPR will be designated as "Springfield LifeSave Plus" organizations; and

WHEREAS, Planet Fitness has completed the 50/50 Challenge and achieved the designation of "Springfield LifeSave Plus".

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

Section 1 – The City Council hereby recognizes Planet Fitness for its designation as a "Springfield LifeSave Plus" organization, and for making a commitment to the safety of our community by taking steps to make Springfield the safest city for surviving sudden cardiac arrest.

Section 2 – This resolution shall be in effect immediately upon adoption.

Passed at meeting: _____

_____
Mayor

Attest: _____, City Clerk

Filed as Resolution: _____

Approved as to form: _____, Assistant City Attorney

Approved for Council action: _____City Manager

EXPLANATION TO COUNCIL BILL NO: 2016-055

FILED: 03-15-16

ORIGINATING DEPARTMENT: Fire

PURPOSE: To recognize Planet Fitness for completing the 50/50 Challenge to become a "Springfield LifeSave Plus" organization.

BACKGROUND INFORMATION: Each year, over 350,000 cardiac arrests occur outside the hospital. When this occurs, it can be deadly. However, when CPR and defibrillation by an Automated External Defibrillator (AED) is administered immediately, cardiac arrest is reversible in most cases. Unfortunately, without CPR and defibrillation, the chance of survival decreases by 10% each minute.

To combat this problem, Springfield City leaders joined members of the American Heart Association, American Red Cross, CoxHealth, Mercy, Ozarks Technical Community College, and the Springfield Fire Department to unveil a new initiative called "Springfield LifeSave". The purpose of this initiative is to reduce the number of deaths caused by sudden cardiac arrest in our community.

The goals of the "Springfield LifeSave" initiative are to train 45,000 people in compression-only CPR, double the number of AEDs in the community, and have 100 businesses and organizations commit to the "50/50 Challenge." Those who take the "50/50 challenge" and commit to certifying 50% of the workforce or 50 employees, will be designated as a "Springfield LifeSave" organization. Those who purchase an AED in addition to getting their employees certified in CPR will be designated as a "Springfield LifeSave Plus" organization.

The resolution is to formally recognize Planet Fitness for making a commitment to the safety of our community by taking steps to make Springfield the safest city for surviving sudden cardiac arrest.

Submitted by:

Cara Erwin

Cara Erwin, Fire and Life Safety Educator

Recommended by:

David Hall, Fire Chief

Approved by:

Greg Burris, City Manager

One-rdg. _____
P. Hrngs. X
Pgs. 131
Filed: 03-01-16

Sponsored by: Fulnecky

First Reading: _____ Second Reading: _____

COUNCIL BILL NO. 2016- 050 SPECIAL ORDINANCE NO. _____

AN ORDINANCE

APPROVING A plan for an industrial development project for Kraft Heinz Foods Company, a Pennsylvania corporation, 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), Series 2016, in a principal amount not to exceed $36,000,000 to finance the costs of such project; authorizing and approving certain documents; and authorizing certain other actions in connection with the issuance of the Bonds.

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 City desires 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 derived 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 - The Council hereby finds and determines that the Project will promote the economic welfare and the 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 - The Council hereby approves the Plan for Industrial Development Project, attached hereto as "Attachment 1," 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), Series 2016, in an aggregate principal amount not to exceed $36,000,000, 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 8.00%), 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 at private sale pursuant to the provisions of Section 108.170 of Revised Statutes of Missouri, as amended, at the interest rate and upon the terms set forth in the Trust Indenture 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, attached hereto as "Attachment 2," 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, attached hereto as "Attachment 3," 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, attached hereto as "Attachment 4," 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, attached hereto as "Attachment 5," 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 create and 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 the City Council has enacted the valid portions without the void ones, or unless the court finds that the valid portions, standing alone, are incomplete and are incapable of being executed in accordance with the legislative intent.

Section 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 − This Ordinance shall be in 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 NO: 2016- 050

FILED: 03-01-15

ORIGINATING DEPARTMENT: Planning and Development

PURPOSE: An ordinance approving a plan for an industrial development project for Kraft Heinz Foods Company, a Pennsylvania corporation, consisting of the design, purchase, and installation of eight (8) new lines of industrial manufacturing equipment; and authorizing the City of Springfield, Missouri to issue its Taxable Industrial Development Revenue Bonds (Kraft Heinz Foods Company Project), Series 2016, in a principal amount not to exceed $36,000,000 to finance the costs of such project; authorizing and approving certain documents; and authorizing certain other actions in connection with the issuance of the Bonds.

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 900 employees with an average salary of $40,000 plus benefits. The total annual salaries and wages for the Springfield Kraft Heinz plant exceed $43 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 $36 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 design, purchase, and installation of eight (8) new lines of industrial manufacturing equipment (the “Project”). The proposed project includes installation of eight manufacturing lines, new processing equipment, and the upgrade of various technology processes. The investment would result in the creation of approximately 109 new jobs with an associated annual payroll of over $5,000,000.

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 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 January 2016, City Council passed Resolution 10259, signaling its official intent to issue bonds for the project. The 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) $33,200,000 and the Bonds will be issued in the not to exceed amount of $36,000,000 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 a 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 October 31, 2026). The Company will be required to make annual payments in lieu of taxes ("PILOTs") for ten years in an amount equal to 50% 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 $24,000,000.

Attached to this Explanation Sheet are the following documents:

(a) Plan for Industrial Development Project "Attachment 1"
(b) Lease Agreement "Attachment 2"
(c) Trust Indenture "Attachment 3"
(d) Bond Purchase Agreement "Attachment 4," and
(e) Performance Agreement "Attachment 5."

Supports the following Field Guide 2030 goal(s): Chapter 3, Economic Development; Major Goal 2, Aggressively use Economic Development Incentives to encourage investment in the community and to encourage job creation and retention; Objective 2b, Continue to explore creative and flexible methods to attract and retain jobs and business investment in the community.

REMARKS: Staff recommends approval.

Submitted by:

Sarah Kerner

Sarah Kerner, Interim Director
Economic Development

Mary Lilly Smith

Mary Lilly Smith, Director

Greg Burris

Greg Burris, City Manager

Attachment 1

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 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. 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 approximately 33 production lines (the "Manufacturing Facility"). The Manufacturing Facility makes several hundred million pounds of products annually, including such popular foods as Kraft Singles, Kraft Macaroni and Cheese, Velveeta, and Cheez Whiz. The Manufacturing Facility employs approximately 892 full-time employees. Annual turnover at the Manufacturing Facility is less than 5%, excluding retirements, and the average years of service is 14 years. With an average wage for employees exceeding the Greene County average wage and a non-mandatory benefit load factor of approximately 50%, KHFC remains a quality employer in the City and Greene County. KHFC is active in the community, donating to nonprofit organizations focused on fighting hunger and promoting healthy lifestyles, among others. KHFC is proposing to invest $33,200,000 into the Manufacturing Facility to expand manufacturing capacity. This investment is comprised of the acquisition of certain equipment and machinery, and related soft costs (collectively, the "Project"). KHFC is requesting that the City provide personal property tax abatement of 50% for 10 years on said new equipment and machinery (estimated taxable value of $24,200,000), 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 expand capacity, meet the growing consumer demand for existing and new products, and maintain a strong presence in the Springfield community. The Project will directly lead to the immediate creation of approximately 109 jobs. Additionally, the Project will help retain the existing workforce of 892 in the City and help protect the long-term viability of the Manufacturing Facility.

KHFC agrees to employ at least 950 full-time employees at the Manufacturing Facility by October 31, 2017 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 total investment in the proposed Project will be $33,200,000. The cost-benefit analysis attached as **Exhibit 1**, as prepared by Incentis Group, LLC, is based on the estimated appraised value of the personal property to be installed as part of the Project, in the amount of $24,200,000.

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 January 25, 2016, the City set forth its intent, subject to the satisfaction of certain conditions, to issue the Bonds in an amount not to exceed $36,000,000. As set forth above, the proposed KHFC investment in taxable personal property is estimated to be $24,200,000. This value was used to estimate the PILOT Payment schedule (see **Exhibit 1**) for the purpose of this Plan. The actual PILOT Payments will be calculated upon completion of the acquisition and installation of the personal property and will be based on the actual cost of the investment therein. 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 $36,000,000. At the completion of the Project, KHFC will submit a draw request to the named trustee for the Bonds (the "Trustee"), complete with proof of purchase and equipment value. Upon receipt of the draw documents, the Trustee will notate that the Bonds have been funded in the amount equal to the actual 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 draw occurs will begin the ten-year period of tax abatement on the personal property included in the draw request. 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 all of the personal property will be acquired in 2016 and that the abatement period for said personal property will run from 2017 through 2026.

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. 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 (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.

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. The estimated total equalized assessed valuation of the personal property included in the Project after the acquisition and installation thereof is $7,187,400. 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.

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 10 years that the tax abatement is in effect (2017 through 2026). The PILOT Payments will equal 50% 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 $36,000,000

Year	Direct Cost of Equipment	Soft Costs and Contingency	Total Investment included in Analysis
2016	$24,200,000	$9,000,000	$33,200,000
Total	$24,200,000	$9,000,000	$33,200,000

This exhibits assumes an abatement of 50% for 10-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
2015 Tax Rates as confirmed by Tax Collectors Office, 2/23/16
Assessed Value * Tax Rate = Incremental Tax

Investment in Taxable Equipment: $24,200,000
Our model uses the 7-year recovery period depreciation schedule based on the 2016 Greene County Business/Personal Property Assessment Form Instructions provided by the Greene County Assessor's Office.

The assessment ratio and the tax rates from 2015 were used in our calculations, and held constant (in our calculations) through the 2026 tax year. Note, the actual rate will likely change during the 10 year term and the PILOT Payments will be calculated using the actual tax rates annually.

Tax Millage by Jurisdiction		**Tax Rate**
City of Springfield	0.6094	0.6094%
Springfield-Green County Library	0.2443	0.2443%
Ozarks Technical College/Vocational	0.1494	0.1494%
Green County General	0.116	0.1160%
Green County Road & Bridge	0.116	0.1160%
State of Missouri	0.03	0.0300%
County Developmental Disability Programs/Sheltered Workshop	0.0468	0.0468%
Senior Services	0.0494	0.0494%
Springfield R-12	4.0693	4.0693%
Surtax*	N/A	0.0000%
Total Tax Rate	*5.4306*	*5.4306%*

**Surtax is not assessed on personal property*

Assessment Ratio 33%

Table 1

Kraft Heinz Foods Company
Proposed Springfield Expansion Project

Preliminary Draft
Subject to Review Change
For Discussion Purposes Only

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	0.6094	11.22%	$168,874	50%	$84,437	$84,437
Springfield-Green County Library	0.2443	4.50%	$67,699	50%	$33,850	$33,850
Ozarks Technical College/Vocational	0.1494	2.75%	$41,401	50%	$20,701	$20,701
Green County General	0.116	2.14%	$32,145	50%	$16,073	$16,073
Green County Road & Bridge	0.116	2.14%	$32,145	50%	$16,073	$16,073
State of Missouri	0.03	0.55%	$8,313	50%	$4,157	$4,157
County Developmental Disability Programs/She	0.0468	0.86%	$12,969	50%	$6,484	$6,484
Senior Services	0.0494	0.91%	$13,689	50%	$6,845	$6,845
Springfield R-12	4.0693	74.93%	$1,127,666	50%	$563,833	$563,833
Surtax	0	0.00%	$0	0%	$0	$0
Total	5.4306	100.00%	$1,504,903		$752,451	$752,451

Table 2

Kraft Heinz Foods Company
Proposed Springfield Expansion Project

Preliminary Draft
Subject to Review Change
For Discussion Purposes Only

TABLE 2: Estimated Property Tax Increment

	Tax Levy	*% of Total Levy*	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	Total
Property Value			*$24,200,000*	$24,200,000	$24,200,000	$24,200,000	$24,200,000	$24,200,000	$24,200,000	$24,200,000	$24,200,000	$24,200,000	
Depreciation %			90%	70%	55%	43%	31%	18%	10%	10%	10%	10%	
Depreciated Value			$21,780,000	$16,940,000	$13,310,000	$10,406,000	$7,502,000	$4,356,000	$2,420,000	$2,420,000	$2,420,000	$2,420,000	
Assessment %			33%	33%	33%	33%	33%	33%	33%	33%	33%	33%	
Assessed Property Value			$7,187,400	$5,590,200	$4,392,300	$3,433,980	$2,475,660	$1,437,480	$798,600	$798,600	$798,600	$798,600	
Tax by Jurisdiction													
City of Springfield	0.6094	11.22%	$43,800.0	$34,067	$26,767	$20,927	$15,087	$8,760	$4,867	$4,867	$4,867	$4,867	$168,874
Springfield-Green County Library	0.2443	4.50%	$17,559	$13,657	$10,730	$8,389	$6,048	$3,512	$1,951	$1,951	$1,951	$1,951	$67,699
Ozarks Technical College/Vocational	0.1494	2.75%	$10,738	$8,352	$6,562	$5,130	$3,699	$2,148	$1,193	$1,193	$1,193	$1,193	$41,401
Green County General	0.116	2.14%	$8,337	$6,485	$5,095	$3,983	$2,872	$1,667	$926	$926	$926	$926	$32,145
Green County Road & Bridge	0.116	2.14%	$8,337	$6,485	$5,095	$3,983	$2,872	$1,667	$926	$926	$926	$926	$32,145
State of Missouri	0.03	0.55%	$2,156	$1,677	$1,318	$1,030	$743	$431	$240	$240	$240	$240	$8,313
County Developmental Disability Programs/	0.0468	0.86%	$3,364	$2,616	$2,056	$1,607	$1,159	$673	$374	$374	$374	$374	$12,969
Senior Services	0.0494	0.91%	$3,551	$2,762	$2,170	$1,696	$1,223	$710	$395	$395	$395	$395	$13,689
Springfield R-12	4.0693	74.93%	$292,477	$227,482	$178,736	$139,739	$100,742	$58,495	$32,497	$32,497	$32,497	$32,497	$1,127,666
Surtax	0	0.00%	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Total Annual Taxes	**5.4306**	**100.00%**	**$390,319**	**$303,581**	**$238,528**	**$186,486**	**$134,443**	**$78,064**	**$43,369**	**$43,369**	**$43,369**	**$43,369**	**$1,504,903**
Value of Abatement			***$195,159***	***$151,791***	***$119,264***	***$93,243***	***$67,222***	***$39,032***	***$21,684***	***$21,684***	***$21,684***	***$21,684***	***$752,448***
PILOT with Abatement			$195,159	$151,791	$119,264	$93,243	$67,222	$39,032	$21,684	$21,684	$21,684	$21,684	$752,455

G&B Draft: February 18, 2016

CITY OF SPRINGFIELD, MISSOURI,
the City,

AND

BOKF, N.A.,
as Trustee

TRUST INDENTURE

Dated as of April 1, 2016

Relating to:

$36,000,000
(Aggregate Maximum Principal Amount)
City of Springfield, Missouri
Taxable Industrial Development Revenue Bonds
(Kraft Heinz Foods Company Project)
Series 2016

TRUST INDENTURE

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TRUST INDENTURE

THIS TRUST INDENTURE dated as of April 1, 2016, 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 corporation (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 City Council of the City passed Special Ordinance No. _____ (the **"Ordinance"**) on March __, 2016, approving a plan for the Company's economic development project to be financed through the issuance of $36,000,000 maximum aggregate principal amount of Taxable Industrial Development Revenue Bonds (Kraft Heinz Foods Company Project), Series 2016 (the "**Series 2016 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. 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 2016, in the maximum aggregate principal amount of $36,000,000 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, which amount shall be equal to any Project Costs spent by the Company from its own funds before the Closing Date, including costs of issuance.

"Company" means Kraft Heinz Foods Company, a Pennsylvania corporation, and its successors or assigns.

"Completion Date" means the dates of execution of the certificates with respect to each component portion of the Project and the date of execution of the certificate with respect to the entire Project required by **Section 4.5** of the Lease and **Section 504** of this Indenture and filed with the Trustee.

"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 2016 Bonds outstanding under the provisions of this Indenture, not to exceed $36,000,000, 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 Fannie Mae, the Government National Mortgage Association, the Federal Financing Bank, the Federal Intermediate Credit Corporation, Federal Banks for Cooperatives, Federal Land Banks, Federal Home Loan Banks, Farmers Home Administration and Federal Home Loan Mortgage Corporation;

(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 April 1, 2016, 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.

"Leasehold Mortgage" means any leasehold mortgage, leasehold deed of trust, assignment of rents and leases, security agreement or other agreement relating to the Project permitted pursuant to the provisions of **Section 10.4** 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 April 1, 2016, 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.

"Plans and Specifications" means the plans and specifications prepared for and showing the Project, as amended by the Company from time to time before the Completion Date, the same being on file at the office of the Company and which shall be available for reasonable inspection during normal business hours and upon not less than one Business Day's prior notice by the City, the Trustee and their duly appointed representatives.

"Project" means the project referred to in the recitals of this Indenture, located on the Project Site, such project including the Project Equipment, and all additions, modifications, improvements, replacements and substitutions made to the Project pursuant to the Lease as they may at any time exist.

"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 Equipment 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 Equipment, 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) interest accruing on the Bonds during the acquisition and installation period of the Project;

(e) 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;

(f) 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

(g) 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 Equipment" 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 Equipment.

"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 2016." The maximum total principal amount of Bonds that may be issued hereunder is hereby expressly limited to $36,000,000 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 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 2016 Bonds.

(a) The Series 2016 Bonds are authorized for the purpose of providing funds to pay a portion of the costs of the Project. The Series 2016 Bonds shall be dated as provided in **Section 203(b)** hereof, shall become due on December 1, 20[[26]] (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 2016 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 2016 Bonds and the execution of this Indenture, the Performance Agreement, the Bond Purchase Agreement and the Lease;

(2) 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 2016 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 2016 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 Series 2016 Bonds.

(d) When the documents specified in subsection (c) of this Section have been filed with the Trustee, and when the Series 2016 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 2016 Bonds in an amount equal to the Closing Price and then pursuant to **Section 204(c)** hereof either hold the Series 2016 Bonds in trust or if so directed in writing deliver the Series 2016 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 2016 Bonds in an amount equal to the Closing Price and then pursuant to **Section 204(c)** hereof either hold the Series 2016 Bonds in trust for the Owners or if so directed in writing deliver the Series 2016 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 2016 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 2016 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 2016 Bonds shall bear interest at the rate of [[6.00]]% per annum on the Cumulative Outstanding Principal Amount of the Series 2016 Bonds. Such interest shall be payable in arrears on each December 1, commencing on December 1, 2017, and continuing thereafter until the Cumulative Outstanding Principal Amount is paid in full; provided that the aggregate maximum principal amount shall not exceed $36,000,000 (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, 20[[26]]. 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 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. 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) 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. 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 November 1, 2016 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 2016" (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 505** 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 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)** or **(e)** 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)** or **(e)** 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 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 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
Fax: (417) 864-1912

(b) To the Trustee:

BOKF, N.A.
4600 Madison Avenue, Suite 800
Kansas City, Missouri 64112
Attention: Corporate Trust Department
Fax: (816) 932-7315

(c) To the Company:

Kraft Heinz Foods Company
200 E. Randolph Street
Chicago, Illinois 60601
Attention: Derek Crawford, 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: Greg Burris
Title: City Manager

[SEAL]

ATTEST:

By: _____
Name: Anita Cotter
Title: City Clerk

Approved as to Form:

By: _____
Name: Dan Wichmer
Title: City Attorney

BOKF, N.A.,
as Trustee

By _____
Name: Victor Zarrilli
Title: Senior Vice President

[SEAL]

ATTEST:

By _____
Name:
Title: Vice President

EXHIBIT A

DESCRIPTION OF PROJECT SITE

Legal Description

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 $36,000,000**

UNITED STATES OF AMERICA
STATE OF MISSOURI

CITY OF SPRINGFIELD, MISSOURI
TAXABLE INDUSTRIAL DEVELOPMENT REVENUE BOND
(KRAFT HEINZ FOODS COMPANY PROJECT)
SERIES 2016

Interest Rate	Maturity Date	Dated Date
[[6.00]]%	**December 1, 20[[26]]**	**April __, 2016**

OWNER: KRAFT HEINZ FOODS COMPANY

MAXIMUM PRINCIPAL AMOUNT: THIRTY-SIX MILLION DOLLARS AND 00/100

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, 2017, 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 2016," in the maximum aggregate principal amount of $36,000,000 (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 corporation 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 April 1, 2016 (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 April 1, 2016 (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 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; provided, however, if only a portion of the Bonds are to be redeemed, Bonds aggregating 10% of the maximum principal amount of Bonds authorized under the Indenture shall not be subject to redemption and payment before the stated maturity thereof. 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.

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, money in an amount equal to the redemption price shall have been deposited in the Bond Fund.

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 in the maximum principal amount of $36,000,000.

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, 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 Resolution.

Registration Date: _____

BOKF, N.A.,
as Trustee

By _____
Authorized Signatory

CITY OF SPRINGFIELD, MISSOURI

By: _____
Mayor

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 2016

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 _____ attorney 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.

Signature Guaranteed By:

_____

(Name of Eligible Guarantor Institution as defined by SEC Rule 17 Ad-15 (17 CFR 240.17 Ad-15))

By _____
Title: _____

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.
4600 Madison Avenue, Suite 800
Kansas City, Missouri 64112
Attention: Corporate Trust Department

Re: $36,000,000 Maximum Principal Amount of Taxable Industrial Development Revenue Bonds (Kraft Heinz Foods Company Project), Series 2016, 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 April 1, 2016 (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 corporation 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 April 1, 2016 (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: _____

G&B Draft: February 18, 2016

CITY OF SPRINGFIELD, MISSOURI,
As Lessor,

AND

KRAFT HEINZ FOODS COMPANY,
As Lessee

LEASE AGREEMENT

Dated as of April 1, 2016

Relating to:

$36,000,000
(Aggregate Maximum Principal Amount)
City of Springfield, Missouri
Taxable Industrial Development Revenue Bonds
(Kraft Heinz Foods Company Project)
Series 2016

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 April 1, 2016, between the City and the Trustee.

LEASE AGREEMENT

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LEASE AGREEMENT

THIS LEASE AGREEMENT, dated as of April 1, 2016 (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 corporation, 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 March __, 2016 (the "Ordinance"), approving a plan for the Company's economic development project to be financed through the issuance of $36,000,000 maximum aggregate principal amount of Taxable Industrial Development Revenue Bonds (Kraft Heinz Foods Company Project), Series 2016 (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.

"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.

"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.

"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 Site (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 Site 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 Leasehold Mortgage or any 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 prior to the Completion Date, 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 corporation 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, 20[[26]].

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;

(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 to which the City acquires title to personal property directly from the vendor thereof. Subject to **Section 8.2**, all portions of the Project 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. Establishment of Completion Date. The Completion Date for the Project shall be evidenced to the City and the Trustee by a certificate signed by the Authorized Company Representative stating (a) that the purchase and installation of the Project has been substantially completed in accordance with the Plans and Specifications, (b) the date of completion thereof, and (c) that

all costs and expenses incurred in the purchase, construction, improvement and installation of the Project have been paid except costs and expenses the payment of which is not yet due or is being retained or contested in good faith by the Company, and (d) amounts to be retained by Trustee with respect to item (c) above. Notwithstanding the foregoing, such certificate shall state that it is given without prejudice to any rights against third parties which exist at the date of such certificate or which may subsequently come into being. The Company and the City agree to cooperate in causing such certificate to be furnished to the Trustee. A certificate meeting the requirements of this section will be deemed filed on said date, even if not actually filed by said date.

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, 2017 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, 20[[26]] (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; or

(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, 2016 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, 2016 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 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 gross 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 gross 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 gross negligence or willful misconduct of the Trustee or (iii) extend to the City 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 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, 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: Greg Burris
Title: City Manager

[SEAL]

ATTEST:

By: _____
Name: Anita Cotter
Title: City Clerk

KRAFT HEINZ FOODS COMPANY,
a Pennsylvania corporation

By: _____
Name:
Title:

EXHIBIT A

Legal Description

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 APRIL 1, 2016, BETWEEN THE CITY OF SPRINGFIELD, MISSOURI, AND THE TRUSTEE, AND LEASE AGREEMENT DATED AS OF APRIL 1, 2016, BETWEEN THE CITY OF SPRINGFIELD, MISSOURI, AND KRAFT HEINZ FOODS COMPANY

The undersigned hereby requests that a total of $_____ 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

APPENDIX I

Form of Performance Agreement

See Document No. 4

G&B Draft: February 18, 2016

$36,000,000
(AGGREGATE MAXIMUM PRINCIPAL AMOUNT)
CITY OF SPRINGFIELD, MISSOURI
TAXABLE INDUSTRIAL DEVELOPMENT REVENUE BONDS
(KRAFT HEINZ FOODS COMPANY PROJECT)
SERIES 2016

BOND PURCHASE AGREEMENT

DATED AS OF APRIL 1, 2016

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 corporation (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 March __, 2016 (the "Ordinance") and a Trust Indenture dated as of April 1, 2016 (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 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 corporation (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, the Ordinance, the Lease, the Indenture or the Performance Agreement; 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 corporation 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 $36,000,000.

As used herein, the term "Closing Date" shall mean April __, 2016, 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 any Project Costs spent by the Company from its own funds before the Closing Date, including costs of issuance.

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 $36,000,000; 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 Trust Indenture, the Performance Agreement, this Bond Purchase Agreement and the Lease 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 $_____ plus reimbursement for out-of-pocket expenses less any funds previously paid pursuant to the terms of the Funding Agreement between the City and Company related to the issuance of the Bonds, (3) publication costs and filing fees in the amount of $-0-, (3) the Trustee's initial acceptance fee and first year's administrative fee totaling $_____, and (4) the economic development fee to the City in the amount of $_____.

SECTION 8. NOTICE

Any notice or other communication to be given to the City under this Agreement may be given by mailing or delivering the same in writing to the City of Springfield, Missouri, Busch Municipal Building, 4th Floor, 840 Boonville Avenue, Springfield, Missouri 65802, Attention: City Manager; any notice or other communication to be given to the Purchaser or the Company under this Agreement may be given by delivering the same in writing to the following:

To the Purchaser or the Company:

Kraft Heinz Foods Company
200 E. Randolph Street
Chicago, IL 60601
Attention: Derek Crawford, Director, US Government Affairs

With a copy to:

Kraft Heinz Foods Company
200 E. Randolph Street
Chicago, IL 60601
Attention: Legal Department

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,
as Purchaser

Date of Execution:

April __, 2016

By: _____
Name:
Title:

Accepted and agreed to this ___ day of April, 2016.

KRAFT HEINZ FOODS COMPANY, as Company

By: _____
Name:
Title:

Accepted and Agreed to this _____ day of _____, 2016.

CITY OF SPRINGFIELD, MISSOURI

By: _____
Name: Greg Burris
Title: City Manager

[SEAL]

ATTEST:

By: _____
Name: Anita Cotter
Title: City Clerk

Attachment 5

Execution Version

PERFORMANCE AGREEMENT

Dated as of April 1, 2016

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 April 1, 2016 (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 corporation 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 March 21, 2016, 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 2016, in the maximum aggregate principal amount of $36,000,000 (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:

"Agreement" means this Performance Agreement dated as of April 1, 2016, 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 corporation 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 April 1, 2016, 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.

"Job" means a full-time equivalent 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 the Project Equipment located, or to be located, on the Project Site, the costs of which will be paid in whole or in part, or for which the Company will be reimbursed in whole or in part, from the proceeds of the sale of the Bonds.

"Project Equipment" has the meaning set forth in the Indenture.

"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, 2016 and ending on October 31, 2027.

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 creation and 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 creation and 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.

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 on January 1, 2017. Notwithstanding any other provision of this Agreement to the contrary, the last year of such exemption period shall be 2027.

(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 shall be exempt from *ad valorem* taxes for a period not exceeding ten years. Personal property financed with the proceeds of the Bonds includes personal property acquired after January 1, 2016 in connection with the Project. The personal property that comprises the Project would otherwise be exempt from *ad valorem* taxes during the entire term of the Lease (which term will end not later than December 1, 2027), therefore 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, 2017, 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 Year	For Personal Property Acquired in Year	Tax/Calendar Years	Percentage of PILOTS
1-10	2016	2017-2026	50%
	2016	2027 and thereafter	100%
1-10	2017	2018-2027	50%
	2017	2028 and thereafter	100%

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 2016 and 2017 shall equal the actual cost of the Project Equipment incurred by the Company for said years (the "**20___ Annual Project Equipment Value**"), and a depreciation factor shall be applied at the end of each year, as applicable, as follows:

Year	Depreciation Factor	Year	Depreciation Factor
0	100.00%	6	18.00%
1	90.00	7	10.00
2	70.00	8	10.00
3	55.00	9	10.00
4	43.00	10	10.00
5	31.00		

Beginning in 2017, and annually thereafter through the term of this Agreement, the Company shall separately calculate the PILOT Payment for the Project Equipment acquired in each of the calendar years 2016 and 2017 using the following formula:

PILOT Payment = Tax * applicable percentage in above table (based on the year of investment)

Tax = (Assessed Value * Tax Rate[1])/100

Assessed Value = (20__ Annual Project Equipment Value * Applicable Depreciation Factor) * 33 1/3% assessment ratio

[1] Shall be calculated using the then current combined personal property tax rate for Greene County, Missouri (5.4306 for 2015)

(b) The Company will, in accordance with the above table and formula, prepare (i) a detailed summary of the Project Equipment 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 October 15, 2017, 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, 2027. If title to the Project has not been transferred by the City to the Company before December 31, 2027, then not later than December 31, 2028, 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 892 Jobs at the Project Site, and that it expects to create and maintain at least 109 new Jobs at the Project Site on or before October 31, 2017. 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 (beginning with calendar year 2017) 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:

$$.50 - \left(.50 \times \frac{\text{Actual Number of Jobs}}{950} \right) = \text{PILOT \%}$$

(c) The Company shall file with the City annually, commencing on November 10, 2016, 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 Termination for 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 twenty-four million two hundred thousand dollars ($24,200,000) on or before December 31, 2017, then the percentage of PILOT Payments set forth in **Section 3.2** shall be increased to 100% on all property for each year beginning in year 2016 and continuing during each year the Project is exempt from *ad valorem* personal property taxes as provided herein.

Section 3.5. No Abatement on Real Property. The City and the Company hereby agree that the property tax exemptions described in this Agreement shall not apply to real property.

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, 2027 (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, 2017, 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: Greg Burris
Title: City Manager

[SEAL]

ATTEST:

By: _____
Name: Anita Cotter
Title: City Clerk

Approved as to Form:

By: _____
Name: Dan Wichmer
Title: City Attorney

KRAFT HEINZ FOODS COMPANY,
a Pennsylvania corporation

By: _____
Name:
Title:

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. 11
Filed: 03-01-16

Sponsored by: Hosmer

First Reading: _____ Second Reading: _____

COUNCIL BILL NO. 2016- 051 GENERAL ORDINANCE NO. _____

AN ORDINANCE

AMENDING the City Health Care Plan to terminate the City of Springfield Retiree Health Plan (Non-Medicare) on December 31, 2016; repealing the Plan Document and Summary Plan Description of the City of Springfield Retiree Health Plan (Non-Medicare) effective December 31, 2016; terminating the City of Springfield Retiree Health Savings Account Program effective December 31, 2016; amending Chapter 2 of the Springfield City Code, Section 2-92, Merit Rule 25.1, City Health Care Plan, by amending the language of said Merit Rule; amending Section 2-92, Merit Rule 25.1, City Health Care Plan, Exhibit 1, by amending the language of said Exhibit 1; terminating the City of Springfield Medicare supplement plan effective December 31, 2017; amending Section 2-92, Merit Rule 25.2, Police and Fire Departments Health Insurance Plan, Coverage of County Emergency 911 Employees Transferring to the City, by terminating the rights of retirees to City provided or sponsored health insurance coverage; and authorizing the City Manager to administratively amend provisions of the City Health Care Plan conflicting with this ordinance.

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

NOTE: With respect to the amendments described herein, <u>underlined</u> language has been added, and ~~stricken~~ language has been deleted.

<u>Section 1</u> – City Council hereby terminates the City of Springfield Retiree Health Plan (Non-Medicare) effective at midnight on December 31, 2016, and repeals the Plan Document and Summary Plan Description of the City of Springfield Retiree Health Plan (Non-Medicare) effective at midnight on December 31, 2016.

<u>Section 2</u> – City Council hereby terminates the City of Springfield Retiree Health Savings Account Program effective at midnight on December 31, 2016.

<u>Section 3</u> – Chapter 2 of the Springfield City Code, Section 2-92, Merit Rule 25.1, City Health Care Plan, (a) Plan Established, is hereby amended as set out below effective at midnight on December 31, 2016:

(a) Plan Established

There is hereby established a City Health Care Plan, hereinafter called the "Plan", for eligible employees~~,~~ and dependents~~, and retirees~~ as defined in the Plan. The Plan is described~~composed~~ in~~of~~ a~~two~~ benefit plan document~~s, respectively~~ entitled "City of Springfield Group Health Plan", ~~and "City of Springfield Non-Medicare Retiree Health Plan", and referred to collectively as~~ Exhibit 1. Member eligibility is defined and determined in ~~each of~~ the ~~respective~~ benefit plan document~~s~~.

Section 4 – Chapter 2 of the Springfield City Code, Section 2-92, Merit Rule 25.1, City Health Care Plan, (b) Enrollment, subsection (1) is hereby amended as set out below effective at midnight on December 31, 2016:

(b) Enrollment

(1) The City shall enroll each of its eligible employees in the Plan and shall contribute to the Plan as set forth by ordinance or administrative action, which shall be credited to an account established therefor. The City hereby declares that the contribution is the amount necessary to pay for the benefits and all costs of the Plan including administration thereof for such employees, unless otherwise established.

Eligible employees may enroll their eligible dependents as defined in the Plan in accordance with the procedures set forth therein by authorizing a payroll deduction from the employee's check.

~~Eligible retirees and their eligible dependents as defined in the Plan may enroll in accordance with the procedures set forth therein by making monthly payments to the City in advance of the month for which coverage is offered; such persons shall continue to be enrolled in the Plan in accordance with provisions therein.~~ The amounts charged monthly for all eligible dependents~~ and retirees~~ are hereby declared to be the amounts necessary to pay for the claims and all costs of the Plan including administration thereof for such dependents~~ and retirees~~, unless otherwise established.

The City Council may change the terms and conditions of the Plan but such change shall not affect prior claims that have been made, nor shall any such changes be effective sooner than thirty (30) days after the City Council action unless specifically provided otherwise in the amending ordinance. Subject to the availability of funds for this purpose, the City Manager may also administratively make changes to the Plan, which have been recommended by the Health Insurance Committee, including but not limited to items set out in this subsection (2) below, contributions, deductibles, copayments, scope of coverage or benefits, or as necessary to bring the Plan into compliance with changes with state or federal law, without prior Council approval. Any change which has not been recommended by the Health Insurance Committee and been approved by the City Manager shall require prior City Council approval. A current copy of the Plan and all such changes shall be kept on file with the City Clerk, the Director of Finance, and the Director of Human Resources.

Section 5 – Chapter 2 of the Springfield City Code, Section 2-92, Merit Rule 25.1, City Health Care Plan, (b) Enrollment, subsection (4) is hereby deleted as set out below effective at midnight on December 31, 2016:

~~(4) In addition to any other contribution changes which may be approved by City Council or the City Manager, the automatic increases described in subsections (b)(2) and (b)(3) above being currently applied to the City of Springfield Group Health Plan, shall also, effective with the premiums for coverage January 1, 2010, and thereafter, apply to the premium rates for the City of Springfield Non-Medicare Retiree Health Plan.~~

Section 6 – Chapter 2 of the Springfield City Code, Section 2-92, Merit Rule 25.1, City Health Care Plan, Exhibit 1, Eligibility, Funding, Effective Date and Termination Provisions; Eligibility; Definition of Dependent; is hereby amended as set out below effective at midnight on December 31, 2016:

Definition of Dependent

A Dependent is any one of the following persons:

1. An eligible Employee's spouse.

2. A child of an eligible Employee under age 26.

3. A child under age 26 named in a Qualified Medical Child Support Order (QMCSO) will be considered an eligible Dependent under the Plan as long as the child otherwise meets the definition of a dependent child.

4. An unmarried child (as defined below) age 26 or older who is Totally and Permanently Disabled with a disability that existed prior to the attainment of the Plan's age limit and who will be claimed as a dependent on the employee's federal income tax return for each plan year for which coverage is provided. The Plan will require initial and periodic proof of disability. The employee will have 31 days from the date of the request to provide this proof before the child is determined to be ineligible.

The Plan Administrator reserves the right to have such child examined by a physician of the Plan Administrator's choice, at the Plan's expense, to determine the existence of such incapacity.

The term "Spouse" shall mean the person recognized as the covered employee's husband or wife. The Plan Administrator may require documentation proving legal marital relationship.

In the cases where Employees are married to one another without Dependents, the Employees will be covered as separate plan members.

The term "child" means an employee's natural child, adopted child, child placed with an Eligible Employee in anticipation of adoption. A step-child is included in the

definition of “child” as long as a natural parent remains married to the employee.

- If an eligible Employee is the Legal Guardian of a child, the child may be enrolled in this Plan as a covered Dependent only if the Employee has legal guardianship under a court order and is under age 26 (proof of guardianship and age will be required);

The Plan will not provide coverage to a child under legal guardianship who is age 26 or older regardless of whether such child is Totally and Permanently Disabled.

Guardianship and adoption must be established by valid court order or decree entered after the petition for same has been filed.

The phrase "child placed with a covered Employee in anticipation of adoption" refers to a child whom the Employee intends to adopt, whether or not the adoption has become final, who has not attained the age of 18 as of the date of such placement for adoption. The term "placed" means the assumption and retention by such Employee of a legal obligation for total or partial support of the child in anticipation of adoption of the child. The child must be available for adoption and the legal process must have commenced.

Pursuant to Missouri SB264, any eligible Dependent of a deceased~~,~~ or active ~~or retired~~ employee may elect to continue coverage if the survivor is eligible for a retirement benefit, elects the group coverage, and pays any required Plan contributions in a timely manner.

If both of a Dependent child’s parents are Employees, the child will be covered as a Dependent of the mother or father, but not of both.

If a Dependent Child of an Employee is also an eligible Employee, the Dependent Child will only be eligible as an Employee. Such Dependent Child’s effective date as an Employee will immediately follow their Waiting Period. The (Dependent Child) Employee will no longer be eligible as a Dependent of the parent who is an Employee.

In cases where Employees are married to one another with Dependents, one of the Employees must be covered as a Dependent of the other Employee along with the Dependent Children.

~~In the case of a family with eligibility for both the City of Springfield Group Health Plan and the City of Springfield Retiree Health Plan (Non-Medicare), all eligible dependents who request coverage must be enrolled in the City of Springfield Group Health Plan unless the dependent is a spouse who is retiring or has retired from the City of Springfield. At the time of retirement, the dependent spouse who is retiring may elect to remain covered under the City of Springfield Employee Health Care Plan or to be covered in the City of Springfield Non-Medicare Retiree Health Plan.~~

~~Retirees who are the spouse of a current employee covered in the City of Springfield Employee Group Health Plan may elect to change coverage from the City of~~

~~Springfield Employee Group Health Plan to the City of Springfield Retiree Plan (Non-Medicare) or from the City of Springfield Retiree Plan (Non-Medicare) to the City of Springfield Employee Group Health Plan, effective January 1 of the following calendar year, by completing a change of coverage form prior to January 1 of the plan year, and filing this form with the Human Resources Department no later than the last business day of the plan year. Upon acceptance of a completed form, the coverage in the Plan being changed from shall cease at midnight on December 31 of the year the form is filed with the Director, and coverage in the Plan selected shall begin at 12:00 a.m. on January 1 of the following calendar year. This election between plans may only be made once each calendar year the coverage for a plan is in place. In no event shall coverage be changed between the plans once a calendar year has begun.~~

If a person covered under this Plan changes status from Employee to Dependent or Dependent to Employee, and the person is covered continuously under this Plan before, during and after the change in status, credit will be given for all amounts applied to maximums (as well as the application of the Pre-existing Condition provision at the same point prior to the change) depending upon the coverages elected and which Covered Persons elect those coverages.

In the event there is a change in status of any Employee's Dependent covered under the Plan following the initial eligibility determination, the Employee must inform the Plan Administrator of the change in status.

The Plan Administrator may require documentation proving dependency, which may include, but not be limited to, birth certificates, tax records or initiation of legal proceedings severing parental rights.

These persons are excluded as Dependents: other individuals living in the Covered Employee's home, but who are not eligible as defined; the legally separated or divorced former Spouse of the Employee.

Section 7 – Chapter 2 of the Springfield City Code, Section 2-92, Merit Rule 25.1, City Health Care Plan, Exhibit 1, Schedule of Benefits, Deductibles Payable By Plan Participants, is hereby amended as set out below effective at midnight on December 31, 2016:

DEDUCTIBLES PAYABLE BY PLAN PARTICIPANTS

Deductibles are dollar amounts that the Covered Person must pay before the Plan pays.

A deductible is an amount of money that is paid by the Covered Person once a Calendar Year. It must be paid before any money is paid by the Plan for any Covered Charges. Each January 1st, a new deductible amount is required. Deductibles accrue toward the 100% maximum out-of-pocket payment.

Any expenses applied against the deductible in the last three (3) months of a calendar year may also be applied against the deductible for the next year.

~~When an Employee retires mid-plan year, claims that have been accumulated toward the annual deductible in the employee plan do not carry over to the annual deductible in the Non-Medicare Retiree Health Plan.~~

Section 8 – City Council hereby terminates the City of Springfield Medicare supplement plan effective at midnight on December 31, 2017. Effective at midnight on December 31, 2017, the City will not collect and remit premiums for Medicare-eligible retired employees or their Medicare-eligible dependents.

Section 9 – Chapter 2 of the Springfield City Code, Section 2-92, Merit Rule 25.1, City Health Care Plan, Exhibit 1, Eligibility, Funding, Effective Date and Termination Provisions; Eligibility; Eligibility Requirements for Retirees with Medicare and a Serious Health Condition; is hereby deleted as set out below effective at midnight on December 31, 2016:

~~**Eligibility Requirements for Retirees with Medicare and a Serious Health Condition**~~

~~If continuously enrolled in a City of Springfield Health Plan, a retiree who becomes Medicare eligible but is ineligible for enrollment in the City sponsored Medicare supplement or Advantage Plan (according to Medicare rules and regulations) due to a serious health condition may be reinstated in the City of Springfield Group Health Plan. The City may require documentation from Medicare to verify the ineligibility to enroll in the secondary plan.~~

Section 10 – Chapter 2 of the Springfield City Code, Section 2-92, Merit Rule 25.1, City Health Care Plan, Exhibit 1, Eligibility, Funding, Effective Date and Termination Provisions; Funding; Cost of the Plan; is hereby amended as set out below effective at midnight on December 31, 2016:

Cost of the Plan

The cost of the Plan is funded as follows:

(a) For Employee Coverage, the City pays 100% of the full cost of coverage for eligible Employees as long as they are actively working, on an approved paid leave of absence or on an FMLA approved leave of absence (as required by law and regardless of pay status). Should the Employee not meet the above criteria for City paid premium, the Employee must make the monthly contribution for their coverage.

(b) For Dependent Coverage, when elected, payment for the cost of dependent coverage is the responsibility of the covered employee. Employees are required to pay the premium for dependent coverage to the City of Springfield to maintain their dependents' coverage during any type of leave absence. Contributions shall be deducted from an Employee's paycheck during the month preceding the coverage period, for example deductions from paychecks in May provide funding for June dependent coverage. If payment cannot be deducted from the employee's pay check due to insufficient earnings or lack of paid leave time to cover the monthly premium,

the employee will be responsible for remitting the premium due to the City of Springfield by the first of the month that coverage is provided.

~~(c) Medicare Eligible Retirees who have been approved for coverage due to a serious health condition that makes them ineligible for a Medicare secondary plan will contribute the employee premium less the current Medicare Part B premium rate.~~

COBRA Plan participants must pay a premium in accordance with the terms described in the COBRA provisions of the Plan.

The amount of City and Employee contributions is recommended by the Health Insurance Committee and/or the City Manager and as required, approved by City Council. The Health Insurance Committee shall from time to time evaluate the costs of the Plan and recommend the amount to be contributed by the Employee and Dependents.

In the event that the City of Springfield terminates this Plan, then as of the termination date, the Employees and Dependents, and the City of Springfield shall have no further obligation to make additional contributions to the Plan.

Section 11 – Chapter 2 of the Springfield City Code, Section 2-92, Merit Rule 25.1, City Health Care Plan, Exhibit 1, Eligibility, Funding, Effective Date and Termination Provisions; Timely and Late Enrollment; Timely Enrollment; is hereby amended as set out below effective at midnight on December 31, 2016:

Timely Enrollment

The enrollment will be "timely" for Employees and Dependents if the completed enrollment form is received and approved by the Plan Administrator:

(a) No later than 31 days after the initial date the Employee meets the eligibility requirements;

(b) No later than 31 days after the following events:

i. The effective date of marriage;

ii. The date of birth of a child, the adoption of a child, or the placement of a child with the Employee for adoption;

(c) No later than 31 days following the loss of other health care coverage. In all such prior coverage situations, the request for enrollment in the Plan of a Dependent must be submitted within thirty-one days of the discontinuance of prior health coverage. The Plan shall require that evidence satisfactory to the Plan Administrator regarding prior health coverage be provided as a condition of enrollment.

(d) In regard to eligible dependent children born or adopted on or after July 1, 2001, to or by current employees who at the time of the birth or adoption

already had dependent coverage in force under this Plan and have maintained such coverage in force on a continuous uninterrupted basis following said birth or adoption and through the time of request for enrollment of such dependent child, said dependent children shall be initially enrolled by this plan upon request by the employee.

(e) No later than 60 days following the loss of coverage through Medicaid or CHIP or within 60 days of eligibility for premium assistance under Medicaid or CHIP. If two Employees (husband and wife) ~~(or Employee and Retiree)~~ are covered under the Plan and the Employee who is covering the Dependent children terminates coverage or retires, the Dependent coverage may be continued by the other covered Employee with no Waiting Period and no pre-existing condition exclusions as long as coverage has been continuous.

Section 12 – Chapter 2 of the Springfield City Code, Section 2-92, Merit Rule 25.2, Police and Fire Departments Health Insurance Plan; Coverage of County Emergency 911 Employees Transferring to the City; is hereby amended by inserting the language set out below effective at midnight on December 31, 2016. The City Clerk shall assign a General Ordinance Number to this ordinance upon passage and replace the blank line in line number 369 with the assigned ordinance number:

By General Ordinance No. 4562, passed October 16, 1995, employees and retirees of the Fire Department who were members of the International Association of Firefighters Local #152 and formerly covered by health insurance offered through that organization were included within coverage offered under the City Health Care Plan. Effective January 1, 2001, pursuant to City Ordinance and agreements negotiated between the City Manager on behalf of the City and the Springfield Police Officers Association (SPOA), employees and retirees of the Police Department who are members of the SPOA and previously covered by health insurance offered through that organization will also be included within the coverage offered under the City Health Care Plan. Employees formerly employed by Greene County, Missouri in its County 911 Center who become City employees pursuant to the Amendment to the Intergovernmental Agreement between the City of Springfield, Greene County, Missouri, and the City of Republic, Missouri of February 3, 1997, approved by the City in Special Ordinance No. 24131, passed December 17, 2001, will also be included within the coverage offered under the City Health Care Plan upon the commencement of their City employment.

By General Ordinance No. _____, the City terminated Retiree health care coverage for Non-Medicare Retirees and Medicare eligible retirees on December 31, 2016 and December 31, 2017, respectively.

In the event of a default in the performance by the Springfield Police Officers Association of the terms and conditions of the agreement between the Association and the City providing for the inclusion of the Association members and retirees into the Plan, referenced in the ordinance enacting this paragraph, and incorporated herein by reference, the City may take action as

necessary to collect said unpaid balance, including both principal and accrued interest, including but not limited to the withholding of an amount not to exceed $25.00 per pay period from the regular pay compensation otherwise due from the City to each present and future Police Department employee added to the coverage of the City Employee Health Care Plan by this amendment to the Plan while such unpaid balance is owing, and applying such withheld amounts from each covered employee's compensation to the unpaid balance until said balance is satisfied.

Section 13 – City Council hereby authorizes the City Manager or his designee, pursuant to Chapter 2 of the Springfield City Code, Section 2-92, Merit Rule 25.1, City Health Care Plan, Exhibit 1, General Plan Information, General Provisions, Amendments, to administratively amend as necessary any provisions of the Plan conflicting with this ordinance, to conform to and to be consistent therewith.

Section 14 – This ordinance shall be in full force and effect from and after passage, provided that, for particular provisions herein above specifying different effective dates, those effective dates shall control those provisions.

Passed at meeting: _____

_____
Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: Rhonda Lewsader, Assistant City Attorney

Approved for Council action: Guy Burns, City Manager

EXPLANATION TO COUNCIL BILL NO: 2016-_051_____

FILED: 03-01-16

ORIGINATING DEPARTMENT: Human Resources

PURPOSE: To amend the City Health Care Plan to terminate the City of Springfield Retiree Health Plan (Non-Medicare) on December 31, 2016; to repeal the Plan Document and Summary Plan Description of the City of Springfield Retiree Health Plan (Non-Medicare) effective December 31, 2016; to terminate the City of Springfield Retiree Health Savings Account Program effective December 31, 2016; to amend Chapter 2 of the Springfield City Code, Section 2-92, Merit Rule 25.1, City Health Care Plan, by amending the language of said Merit Rule; to amend Section 2-92, Merit Rule 25.1, City Health Care Plan, Exhibit 1, by amending the language of said Exhibit 1; to terminate the City of Springfield Medicare supplement plan effective December 31, 2017; to amend Section 2-92, Merit Rule 25.2, Police and Fire Departments Health Insurance Plan, Coverage of County Emergency 911 Employees Transferring to the City, by terminating the rights of retirees to City provided or sponsored health insurance coverage; and to authorize the City Manager to administratively amend provisions of the City Health Care Plan conflicting with this ordinance.

BACKGROUND:

City of Springfield's Group Health Care Plan: The City of Springfield has managed one or more self-insured plans since the early 1990's. During the past twenty-plus years, the City has utilized a Health Insurance Committee (HIC) comprised of employees representing numerous departments, unions, and retirees. The HIC guides the City through various legal and financial hurdles including, but not limited to, mandates issued under the Governmental Accounting Standards Board Statement 45 (GASB 45) and the Affordable Care Act (ACA).

Prior to 2005, the City administered one health plan that encompassed both active employees and retirees. In 2005, pursuant to a mandate in GASB 45 that required governments to fully account for and report the cost of providing post-employment benefits, the City obtained an actuarial calculation to determine the total liability of health care expenses and the annual required contribution to fully fund the liability. The results showed that the required contribution to fully fund retiree healthcare was $282 more per month than what retirees were actually paying.

Following the implementation of GASB 45, the City attempted to identify a third party or a group that would provide affordable health care options for its retirees. While options for the Medicare-eligible retirees were identified, no vendor was identified that was willing to insure the non-Medicare eligible retirees.

Non-Medicare Retiree Health Plan: In 2007, City Council passed General Ordinance 5696. This ordinance approved the creation of a separate high-deductible health plan for non-Medicare eligible retirees. The plan, named the Non-Medicare Retiree Health Plan, provided a subsidy for retirees and a health savings account for retirees and their covered dependents funded by the Employee Group Health Plan. The subsidy was a flat dollar amount that would not increase over time and was similar in value to subsidies provided for retirees in 2005. G.O. 5696 also required that retirees' premiums be sufficient to cover the actual cost to maintain the benefits offered through the plan. Therefore, the ordinance required that premiums be monitored and adjusted on an annual basis.

Since its inception in 2008, the Non-Medicare Retiree Health Plan has experienced a decrease in the number of retirees electing coverage under the plan due to an increase in the number of available health care options in the marketplace. The expansion of the health care marketplace under the ACA has resulted in options not available to retirees in the past. The decrease in retirees electing coverage under the plan has caused premiums for the plan to skyrocket. Even taking into account the $300 subsidy a retiree receives to help offset their premium, the marketplace now offers options equal to or superior to the City's option for coverage. The marketplace also offers premium subsidies which make coverage attractive and affordable for low-income retirees.

The HIC has been closely monitoring the feasibility and sustainability of the Non-Medicare Retire Health Plan and conducted its most recent review in September 2015. Representatives of the HIC's health care plan consultant, Segal, noted the plan is at or very near a "death spiral" with accumulated plan losses of over $1 million since 2008. Plan participants experienced 28 percent to 46 percent premium increases for the 2016 calendar year.

In October 2015, after careful consideration, the HIC voted to recommend closing the Non-Medicare Retiree Health Plan effective midnight on December 31, 2016. The Committee also recommended providing on-site navigators to help current retirees identify health care options to ensure a smooth transition to the plan of their choice by the end of 2016.

Medicare Retiree Plan: G.O. 5696 also authorized the City to sponsor a private vendor to provide a health care plan for its Medicare retiree group. A formal bid process, vetted by the HIC's health care plan consultant, was used to select a vendor. On January 1, 2009, the City implemented sponsorship of a pass-through program for which City staff collected and remitted premiums to the vendor. Today, there are numerous health care plan options for Medicare-eligible retirees, through both Medicare advantage plans and Medicare supplements. The Medicare Retiree Health Plan has not been competitively bid since 2008 and the vendor has changed twice since implementation in 2009. The cost to conduct a formal bid for this service is expected to be $20,000 to $25,000.

The HIC does not believe the cost to conduct bidding is a prudent expenditure given that the need to sponsor a program for Medicare eligible retirees is no longer necessary or required. In October 2015, the HIC voted to recommend closure of the Medicare advantage plan effective midnight on December 31, 2017. This recommendation is for a year later than the recommended closure date of the non-Medicare plan to ensure the City has appropriate resources, in the form of navigators, to assist participants to transition to another health care plan of their choice and to ensure no retiree falls through the cracks during the transition.

REMARKS: The Health Insurance Committee recommends this Council bill and respectfully requests City Council's approval.

Submitted by:

Sheila R. Maerz,
Director of Human Resources

Approved by:

Greg Burris,
City Manager

One-rdg. _____
P. Hrngs. X
Pgs. 9
Filed: 03-15-16

Sponsored by: McClure

First Reading: _____ Second Reading: _____

COUNCIL BILL NO. 2016- 056 SPECIAL ORDINANCE NO. _____

AN ORDINANCE

AUTHORIZING the City Manager, or his designee, to make application to the U.S. Department of Housing and Urban Development (HUD) for the Federal Fiscal Year 2016 Community Development Block Grant (CDBG) and HOME Investment Partnership Program (HOME) funds under the Consolidated Plan, to accept CDBG and HOME funds; to enter into any necessary agreements to carry out the grants; to exercise any and all powers necessary to implement selected projects; and to select projects for funding for the City of Springfield Fiscal Year 2016-2017; and reaffirming the Community Development Objectives and Priorities set out in "Exhibit C." (Staff and Citizen Advisory Committee for Community Development recommend approval.)

_____

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

Section 1 – The City Manager, or his designee, is authorized to make application for and to do all things necessary to carry out the grant, including the execution of contracts, provided the form of the contract is approved by the City Attorney, with HUD for grant funding in the amount of $1,284,591 in CDBG funds and $712,642 in HOME funds under the Housing and Urban-Rural Recovery Act of 1983, for those projects set out in "Exhibits A and B," said exhibits being attached hereto and incorporated herein by this reference.

Section 2 – The City Manager, or his designee, is hereby authorized to obtain funding and implement those projects set out in "Exhibits A and B," upon the acceptance and approval by HUD of such application and agreement.

Section 3 - The City Council authorizes the City Manager, or his designee, to file a final statement of Community Development Objectives and a HOME Program Description with HUD as set out in Section 1 of this ordinance.

Section 4 - The City Council hereby authorizes the City Manager, or his designee, to exercise any and all powers necessary to obtain Community Development funding and implement those projects set out in “Exhibits A and B,” including the right to execute a subgrant agreement or agreements for the administration of said projects.

Section 5 - The City Council hereby reaffirms the Community Development Objectives and Priorities, attached hereto as "Exhibit C" and incorporated herein by this reference.

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 NO: 2016-056

FILED: 3-15-16

ORIGINATING DEPARTMENT: Planning and Development Department

PURPOSE: To adopt an ordinance authorizing the City Manager to make application (Annual Action Plan) to the Department of Housing and Urban Development (HUD) for federal fiscal year 2016 Community Development Block Grant (CDBG) and HOME Investment Partnership Program (HOME) funds; to exercise any and all powers necessary to obtain such funding and to select and implement projects for fiscal year 2016; and to reaffirm the Community Development Objectives and Priorities. (Staff and the Citizens Advisory Committee for Community Development (CACCD) recommend approval.)

BACKGROUND INFORMATION:
The City will receive $1,284,591in CDBG funds and $712,642 for HOME for the next fiscal year beginning July 1, 2016. The CDBG funds will go to those projects listed on “Exhibit A.” “Exhibit B,” is the HOME Program Description for the use of HOME funds, which principally is dedicated to rental housing rehabilitation and new infill rental housing construction. The Community Development Objectives and Priorities for the program are listed on "Exhibit C.”

CDBG proposals were received and a public hearing was held on January 26, 2016 before the City Council and the CACCD. Staff prepared recommendations on discretionary project funding which was reviewed by CACCD at their February 22, 2016 meeting. “Exhibit A,” is an itemized listing of staff recommended priority and discretionary projects shown as FY2016 RECOMENDED. The CACCD met to evaluate staff recommendations and unanimously endorsed the staff recommendation.

Supports the following Field Guide 2030 goal(s): Chapter 2, Early Childhood Development; Major Goal 7, Establish a community priority for quality, affordable housing for families. Chapter 3, Economic Development; Major Goal 2, Aggressively use Economic Development Incentives to encourage investment in the community and to encourage job creation and retention; Major Goals 3, Plan for and develop infrastructure needed for sustainable quality growth; Major Goal 4, Create and nurture a diversified workforce; Major Goal 6, Ensure that sufficient, suitable, infrastructure-served land and buildings are available for industrial, warehouse, and distribution facilities; Major Goal 7, Continue the development and revitalization of center city Springfield. Chapter 7, Housing; Major Goal 1, Establish a Housing and Neighborhoods Office. This office would be comprised of local government, non-profits, public, and private entities acting as a coordinating body for the purpose of identifying unmet housing and neighborhood needs and implementing solutions. Major Goal 2, Promote diversity of housing types in development and re-development patterns; Major Goal 3, Initiate and implement

meaningful regulation and certification reform; Major Goal 5, Expand incentives and means for funding effective efficiency improvements of the area's housing stock; Major Goal 7, Pursue and expand assistance programs for residents to obtain and maintain housing that is affordable; Major Goal 8, Encourage consortium and other private models to expand availability of affordable housing. Chapter 10, Public Health; Major Goal 5, Develop and ensure safe and healthy environments both indoors and outdoors. Chapter 12, Transportation; Major Goal 2, Operations and Maintenance – The City of Springfield should continue to maintain streets, sidewalks, trails, and the airport, using the most effective strategies to maximize the efficient operation of the existing systems, keeping in mind safety, accessibility, sustainability, and collaboration; Major Goal 3, Economic Development – Encourage economic growth and vitality for Springfield and the region by providing transportation infrastructure and facilities that ensure opportunities for future economic development and promote desire growth; Major Goal 4, Multi-Modal, Interconnected System – The City of Springfield should work within the region to develop, implement, and maintain a multi-modal transportation system that supports housing, education, accessibility, recreation, clean air, water conservation and sustainability; Major Goal 5, Quality of Life and Livability – The City of Springfield should work to improve quality of life and livability by enhancing effectiveness and aesthetics and improving the connectivity and accessibility of the street, pedestrian, bicycle, and light rail/monorail networks, the efficiency and convenience of the existing public transit system.

REMARKS:
The Citizens Advisory Committee for Community Development met and recommended approval on February 22, 2016.

Submitted by:

Brendan K. Griesemer, AICP
Planning and Development Manager

Recommended by:

Mary Lilly Smith, Director

Approved by:

Greg Burris, City Manager

Exhibit A

PROJECT #	PROJECT NAME	SPONSOR	FY2016 RECOMMENDED	CHAP REVOLVING INCOME OR PY GRANT	CLP REVOLVING INCOME
PRIORITIES					
AP-1	CDBG Administration	Dept of Planning and Development	284,045.00		
AP-2	Planning and Neighborhood Conservation	Dept of Planning and Development	178,198.00		
H-5	Comprehensive Housing Assistance Program (CHAP)	Dept of Planning and Development	533,610.00		
ED-1	Commercial Loan Program (CLP)	Dept of Planning and Development	0.00		3,615,000.00
PS-15	One Door	Community Partnership of the Ozarks, Inc	89,468.00		
		Total Priorities	$ 1,085,321.00	$ -	$ 3,615,000.00
*H-1	Weatherization	OACAC Weatherization Program	6,544.00	68,456.00	
*H-2	Emergency Home Repairs	Council of Churches of the Ozarks		75,000.00	
*H-3	Emergency Home Repairs	Catholic Charities of Southern MO, Inc		75,000.00	
*H-4	Emergency Home Repairs	Habitat for Humanity of Springfield, MO		75,000.00	
		Total Housing	$ 6,544.00	$ 293,456.00	$ -
DISCRETIONARY					
PS-1	Weekend Backpack Program	Ozarks Food Harvest	20,169.00		
PS-2	The Salvation Army Emergency Social Services Program	The Salvation Army	22,410.00		
PS-3	Forensic Interviewer	The Child Advocacy Center, Inc	20,169.00		
PS-4	Community Education Enrichment Project (CEEP)	McGregor Elementary, Campbell, & the Boys and Girls Clubs of Springfield, MO	0.00		
PS-5	ORYMCA's Next Generation Workforce & STEM Imitative	Ozarks Regional YMCA	0.00		
PS-6	Lunch Buddies and Meal Time Buddies	Big Brothers Big Sisters of the Ozarks	0.00		
PS-7	OACAC Foster Grandparent Program	Ozarks Area Community Action Corporation	0.00		
PS-8	LifeStrengths	I Pour Life	0.00		
PS-9	The Fairbanks: A Community Hub in the Grant Beach Neighborhood	Drew Lewis Foundation	0.00		
PS-10	Empowering Youth 2016-2017	Great Circle	22,410.00		
PS-11	C.A.S.H. (Come And See How) Financial Literacy Initiative	Community Partnership of the Ozarks	20,169.00		
PS-12	LifeHouse Crisis Maternity Home and After Care Program	Catholic Charities of Southern MO, Inc	22,410.00		
PS-13	Strengthening Empowering Families	Isabel's House, The Crisis Nursery of the Ozarks	22,410.00		
PS-14	Harmony House Emergency Shelter Program	Family Violence Center dba Harmony House	22,410.00		
PS-16	Local Food Access and Development Project	Springfield Community Gardens	0.00		
PS-17	Spotlight on Neighborhood	Hand In Hand Multicultural Center	0.00		
PS-18	Financial Education for Northwest Project	Consumer Credit Counseling of Springfield, MO	0.00		
PS-19	Rare Breed Transitional Housing	The Kitchen, Inc	20,169.00		
		Total Discretionary	$ 192,726.00		
		Grand Total	$ 1,284,591.00		

* Expenditures may begin upon passage of the Ordinance.

Exhibit B

	Original Estimate
LOANS FOR HOUSING REHABILITATION & NEW INFILL CONSTRUCTION	$ 498,778.00
CHDO SET-ASIDE*	$ 107,000.00
CHDO OPERATING EXPENSES*	$ 35,600.00
HOME ADMINISTRATION	$ 71,264.00
TOTAL	$ 712,642.00
HOME PROGRAM INCOME MAY BE USED FOR ELIGIBLE HOME ACTIVITIES (ESTIMATE)	$ 975,000.00

*Community Housing Development Organizations (CHDO) are required by statute to receive approximately 15% of the total HUD appropriation. An additional approximate 5% shown above is to be utilized for operating expenses for the CHDO to maintain its development capacity.

Exhibit C

COMMUNITY DEVELOPMENT OBJECTIVES

The consolidated Plan subscribes to a program which furthers the following federally initiated objectives:

> The establishment of a viable community by providing decent housing and a suitable living environment and expanding economic opportunities principally for persons of low and moderate income through activities designed to meet the specific objectives of:

- the elimination of slum and blight
- the elimination of conditions which are detrimental to health, safety, and public welfare
- principally benefitting persons of low and moderate income

The following local objectives shall be utilized in selecting projects and activities for funding:

Leveraging: Priority is given to the use of community development funds and resources to leverage direct private investment and to stimulate spin-off and ancillary development and activities consistent with established community development objectives and targets. The degree of leveraging will be considered in the evaluation of projects and progress.

Cost-Benefit: All allocations of community funds and resources should produce a benefit level measured in terms of community objectives and targets that justifies the expenditure. Projects and programs should demonstrate a high degree of benefit to cost.

Targeting: The allocation of community development funds and resources is most effective when an array of tools, projects and program is directed toward a specific geographic area or particular sphere of concern consistent with prior planning and systematic needs assessment. Priority is thus given to programs and projects that demonstrate a high degree of benefit to cost.

Citizen Involvement: Community Development efforts are most apt to prove effective where there is active involvement by those citizens affected by and benefiting from such efforts. Such involvement should begin in the earliest stages of program formulation and continue through implementation and organization and commitment for sustained and continuing involvement.

Self-Sufficiency: The establishment of sustained community development program depends at least in part upon reliable and predictable revenue sources. Reduced reliance on outside funding sources is a high priority management objective.

Preference is thus given to revolving programs or programs that produce revenues to the community development program.

General Evaluation Criteria

Project Implementation: A project should provide a clear plan to alleviate community needs and the applicant should be able to provide performance measures for carrying out **the plan.**

Project Readiness: A project should be ready to proceed as defined in the proposal. The ability to start a project and bring to completion is emphasized by HUD.

COMMUNITY DEVELOPMENT PRIORITIES

1. Funding commitments necessary to satisfy goals established in the Comprehensive Housing Assistance Program are given highest priority.

2. Commercial property rehabilitation and assistance to small business in targeted areas shall remain a priority.

3. Priority shall be given to maintenance of a policy planning and management capacity in order to determine needs, establish short and long term goals and objectives, and evaluate progress on programs and activities in accomplishing overall goals and objectives. The focus shall be neighborhood conservation, business revitalization and commercial viability, historic preservation and affordable housing in the older, built environment of the City.

4. Staff funding shall continue to (a) implement specifically assigned community development projects, (b) provided technical assistance in the planning, formulation and implementation of public-private partnerships, particularly in relation to affordable housing and other activities of principal benefit to persons of low and moderate income, (c) pursue funds and resources to further enhance the community development program, and (d) administer the CDBG Program and meet other necessary and unavoidable program requirements.

5. The following target areas shall be priorities for channeling fiscal resources for housing and economic development:
   - Residential Rehabilitation Loan Area:
     Area bounded by Grand, West Bypass, Kearney and (principally) National
   - Commercial Property Rehabilitation and Assistance Areas:
     Citywide

- Legally Designated Redevelopment Areas:
  Silver Springs, Sherman Avenue and Grant Avenue
  Playground Redevelopment Projects

6. Prior funding commitments for the Central Intake Office (now known as One Door) shall continue.

7. Priority consideration shall also be given to projects which contribute to environmental sustainability; housing accessibility; employment and business opportunities for low income and minority residents; support for fair housing; and, emergency home repair.

One-rdg. _____
P. Hrngs. X
Pgs. 13
Filed: 03-15-16

Sponsored by: Ferguson

First Reading: _____ Second Reading: _____

COUNCIL BILL NO. 2016- 057 GENERAL ORDINANCE NO. _____

AN ORDINANCE

AMENDING Springfield Land Development Code, Section 36-306, Zoning Maps, by rezoning approximately 0.62 acres of property generally located at 540 & 550 East Chestnut Expressway from an HM, Heavy Manufacturing District to a GR, General Retail District; and adopting an updated Official Zoning Map. (Staff and Planning and Zoning Commission recommend approval.)

_____

WHEREAS, an application has been filed for a zoning change of the property described on "Exhibit B" of this Ordinance, generally located at 540 & 550 East Chestnut Expressway from an HM, Heavy Manufacturing District to a GR, General Retail District; and

WHEREAS, following proper notice, a public hearing was held before the Planning and Zoning Commission, a copy of the Record of Proceedings from said public hearing being attached hereto as "Exhibit A;" and said Commission made its recommendation; and

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

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

Section 1 – property described on "Exhibit B" of this Ordinance be, and the same hereby is, rezoned from an HM, Heavy Manufacturing District, or such zoning district as is designated on the Official Zoning Map adopted by the City Council, to a GR, General Retail District; and the Springfield Land Development Code, Section 36-306 thereof, Zoning Maps, is hereby amended, changed and modified accordingly.

Section 2 – The 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 NO: 2016-057

FILED: 03-15-16

ORIGINATING DEPARTMENT: Planning and Development

PURPOSE: To rezone approximately 0.62 acres of property generally located at 540 & 550 East Chestnut Expressway from a HM, Heavy Manufacturing District to a GR, General Retail District (Staff and Planning and Zoning Commission both recommend approval).

BACKGROUND INFORMATION: ZONING CASE NUMBER Z-2-2016

The applicant is proposing to rezone the subject property from a HM, Heavy Manufacturing District to a GR, General Retail District.

The *Growth Management and Land Use Plan* Element of the *Comprehensive Plan* identifies this area within the Greater Downtown land use district. This district, which pertains to the downtown and University Plaza portions of Center City, promotes high-intensity office, retail and housing, preferably in mixed-use buildings with strong pedestrian orientation.

Supports the following Field Guide 2030 goal(s): Chapter 6, Growth Management and Land Use; Major Goal 4, Develop the community in a sustainable manner; Objective 4a, Increase density in activity centers; and Objective4b, Increase mixed-use development areas.

REMARKS:

The Planning and Zoning Commission held a public hearing on, March 3, 2016, and recommended approval , by a vote of 5 to 0, of the proposed zoning on the tract of land described on the attached sheet (see “Exhibit B,” Record of Proceedings).

The Planning and Development staff recommends the application be approved (see “Exhibit C,” Development Review Staff Report).

FINDINGS FOR STAFF RECOMMENDATION:

1. The G*rowth Management and Land Use Plan* Element of the *Comprehensive Plan* identifies this area as Greater Downtown and appropriate for high-intensity office, retail and housing, preferably in mixed-use buildings with strong pedestrian orientation.

2. Approval of this application will allow a more compatible zoning district in relation to the existing uses of the subject property. The existing restaurant will be a conforming use within the proposed GR district.

Submitted by:

Michael Sparlin

Michael Sparlin, Senior Planner

Recommended by:

Mary Lilly Smith

Mary Lilly Smith, Director

Approved by:

Greg Burris

Greg Burris, 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: Neighborhood Meeting Summary

Exhibit A

LEGAL DESCRIPTION
ZONING CASE Z-2-2016

BEGINNING AT THE SOUTHEAST CORNER OF LOT 38, BLOCK "H" IN HARWOOD LISENBY AND BOYD'S ADDITION, A SUBDIVISION IN SPRINGFIELD, GREENE COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF. THENCE NORTH ALONG THE EAST LINE OF LOTS 38 AND 39, A DISTANCE OF 123.46 FEET TO AN IRON PIN SET ON THE SOUTHERLY RIGHT-OF-WAY LINE OF BUSINESS HIGHWAY #44 (CHESTNUT EXPRESSWAY); THENCE WESTERLY ALONG THE SOUTHERLY RIGHT-OF- WAY LINE OF SAID CHESTNUT EXPRESSWAY, A DISTANCE OF 218.91 FEET TO AN EXISTING RIGHT-OF-WAY MARKER ON THE WEST LINE OF SAID LOT 39; THENCE SOUTH ALONG THE WEST LINE OF SAID LOT 39 AND THE WEST LINE OF LOT 38, A DISTANCE OF 124.12 FEET TO AN EXISTING IRON PIN AT THE SOUTHWEST CORNER OF SAID LOT 38: THENCE EAST ALONG THE SOUTH LINE OF SAID LOT 38, A DISTANCE OF 217.28 TO THE POINT OF BEGINNING CONTAINING 0.62 ACRES. EXCEPT ANY PART DEEDED TAKEN OR USED FOR HIGHWAY PURPOSES. ALL IN SPRINGFIELD, GREENE COUNTY, MISSOURI.

Reference Book and Page: Book 2005 page 54947-05

Exhibit B

RECORD OF PROCEEDINGS
Planning and Zoning Commission March 3, 2016

Z-2-2016
550 East Chestnut Expressway
Applicant: William Brandt Properties, LLC

Mr. Hosmer stated that this is a request to rezone 0.62 acres of property located at 540 and 550 East Chestnut Expressway from a HM, Heavy Manufacturing District to a GR, General Retail District. The subject property is within the Center City Activity Center as shown in the Growth Management and Land Use Plan element of the Comprehensive Plan. Activity Centers are identified as areas of significant business and high-density housing. The IDEA Commons Plan identifies this property within the General Mixed-Use future land use category. There is an existing restaurant on the property as a legal non-conforming use in the HM, Heavy Manufacturing District. If the rezoning is approved, it would allow the existing restaurant use to be considered a permitted use. Sidewalks are required to be constructed on Chestnut Expressway frontage at the time of redevelopment. Staff recommends approval.

Mr. William Brandt, 540 E. Chestnut Expressway, asking for rezoning from heavy manufacturing to general retail. The land was purchased in 1995 with the intent to operate a restaurant. In 2004 some of the old duplexes were torn down and replaced with an office building and now would like to operate a restaurant.

Mr. Ray opened the public hearing.

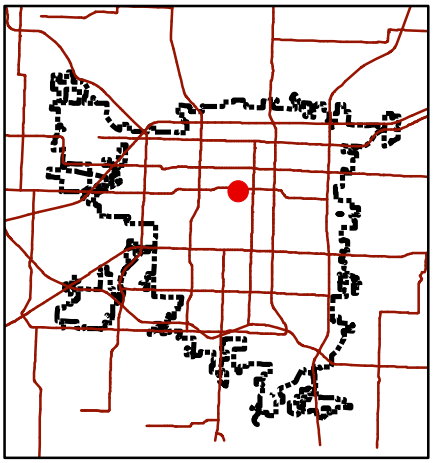
No member of the public spoke.

Mr. Ray closed the public hearing.

COMMISSION ACTION:
Mr. Baird motions that we approve Z-2-2016 (550 East Chestnut Expressway). Mr. Doennig seconded the motion. The motion carried as follows: Ayes: Ray, Doennig, Baird, Shuler, and Cox. Nays: None. Abstain: None. Absent: Cline, Rose, and Edwards

Bob Hosmer, AICP
Principal Planner

Exhibit C



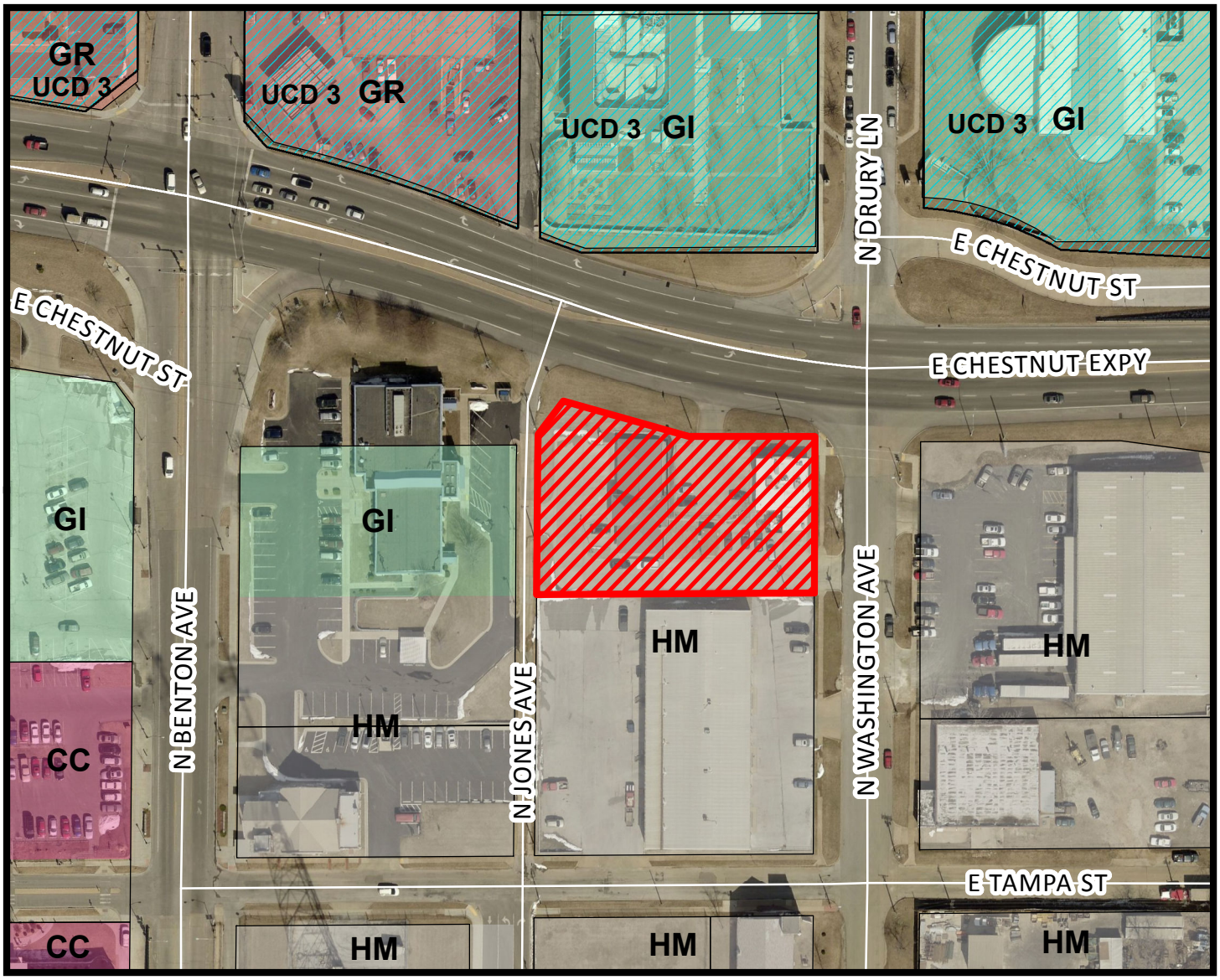
Development Review Staff Report

Department of Planning & Development - 417-864-1031
840 Boonville - Springfield, Missouri 65802

Z-2-2016

LOCATION: 540 & 550 E. Chestnut Expressway
CURRENT ZONING: HM, Heavy Manufacturing
PROPOSED ZONING: GR, General Retail

LOCATION SKETCH



N

- Area of Proposal

0 100 200 Feet

1 inch = 125 feet

DEVELOPMENT REVIEW STAFF REPORT
ZONING CASE Z-2-2016

PURPOSE: To rezone approximately 0.62 acres of property generally located at 540 & 550 East Chestnut Expressway from a HM, Heavy Manufacturing District to a GR, General Retail District

REPORT DATE: February 18, 2016

LOCATION: 540 & 550 East Chestnut Expressway

APPLICANT: William P Brandt Properties, LLC

TRACT SIZE: Approximately 0.62 acres

EXISTING USE: Office use & vacant restaurant

PROPOSED USE: Office use & restaurant

FINDINGS FOR STAFF RECOMMENDATION:

1. The G*rowth Management and Land Use Plan* Element of the *Comprehensive Plan* identifies this area as Greater Downtown and appropriate for high-intensity office, retail, housing, academic and public land uses.

2. Approval of this application will allow a more compatible zoning district in relation to the existing uses of the subject property. The existing restaurant will be a conforming use within the proposed GR district.

RECOMMENDATION:

Staff recommends approval of this request.

SURROUNDING LAND USES:

AREA	ZONING	LAND USE
North	GI	Drury University
East	HM	OTC Center for Workforce Development
South	HM	Warehouse & commercial uses
West	GI	Medical & Dental Clinic

COMPREHENSIVE PLAN:

The *Growth Management and Land Use Plan* element of the *Comprehensive Plan* element designates this area within the Greater Downtown land use district. This district, which pertains to the downtown and University Plaza portions of Center City, promotes high-intensity office, retail and housing, preferably in mixed-use buildings with strong pedestrian orientation.

STAFF COMMENTS:

1. The applicant is requesting to rezone the subject property from a HM, Heavy Manufacturing District to a GR, General Retail District. The subject property is within the Center City Activity Center as shown in the *Growth Management and Land Use Plan* element of the *Comprehensive Plan*. Activity Centers are identified as areas of significant business and high-density housing. It is intended that additional development be concentrated in and around these activity centers to optimize transportation investments, citizen convenience, investor confidence and a compact growth pattern. Properties within Activity Centers are to be intensively and efficiently used. The subject property would fit within these criteria. The *IDEA Commons Plan* identifies this property within the General Mixed-Use future land use category.

2. The existing restaurant is considered a legal non-conforming use in the current HM, Heavy Manufacturing District. If the rezoning is approved, it would allow the existing restaurant use to be considered a permitted use. The GR district will be a more compatible zoning district in relation to the existing restaurant and office uses on the subject property.

3. Sidewalks will be required to be constructed on Chestnut Expressway frontage at time of redevelopment.

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

NEIGHBORHOOD MEETING:

The applicant held a neighborhood meeting on February 11, 2016 regarding the rezoning request. A summary of the meeting is attached (Attachment 2).

PUBLIC COMMENTS:

The property was posted by the applicant at least 10 days prior to the public hearing. The public notice was advertised in the Daily Events at least 15 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. Seven (7)

property owners within one hundred eighty-five (185) feet of the subject property were notified by mail of this request.

CITY COUNCIL MEETING:

March 21, 2016

STAFF CONTACT PERSON:

Michael Sparlin
Senior Planner
864-1091

Attachment 1

DEPARTMENT COMMENTS

ZONING CASE Z-2-2016

BUILDING DEVELOPMENT SERVICES COMMENTS:

Building Development Services does not have any objections to this request.

PUBLIC WORKS TRAFFIC DIVISION COMMENTS:

Traffic has no issues with the rezoning request.

MODOT COMMENTS:

Need sidewalks along Chestnut Expressway at time of redevelopment.

FIRE DEPARTMENT COMMENTS:

No issues with fire department.

STORMWATER COMMENTS:

There are no stormwater issues with rezoning this property. Please note, however, that any re-development of the property will be subject to the following conditions at the time of development:

1. Any increase in impervious area will require the development to meet current detention and water quality requirements. Existing impervious surfaces currently in good condition can be credited as existing impervious surface. Existing gravel surfaces meeting the above definition are eligible for 50% credit.

2. Concentrated points of discharge from these improvements will be required to drain into a certified natural surface-water channel, public right-of-way, or a drainage easement.

CLEAN WATER SERVICES COMMENTS:

No objection to rezoning. Tract is served by public sewer.

CITY UTILITIES:

No objection to rezoning request.

Attachment 2

NEIGHBORHOOD MEETING SUMMARY

1. Request change to zoning from: HEAVY MANUFACTURING to GENERAL RETAIL
   (existing zoning) (proposed zoning)
2. Meeting Date & Time: FEB 11, 2016
3. Meeting Location: 540 E. CHESTNUT EXPY #111 SPRINGFIELD, MO 65806
4. Number of invitations that were sent: 42
5. How was the mailing list generated: CITY OF SPRINGFIELD
6. Number of neighbors in attendance (attach a sign-in sheet): 0
7. List the verbal comments and how you plan to address any issues:
   (City Council does not expect all of the issues to be resolved to the neighborhood's satisfaction; however, the developer must explain why the issues cannot be resolved.)

   NO NEIGHBORS ATTENDED THE MEETING. HOWEVER, PRIOR TO THE MEETING, A REPRESENTATIVE FROM SOUTHERN MATERIALS COMPANY CALLED TO INQUIRE ABOUT THE USAGE. WHEN HE WAS TOLD THAT THE INTENT WAS TO CONTINUE THE LOCATION AS A RESTAURANT, HE STATED HE HAD NO OBJECTION TO THE ZONING CHANGE.

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

   N/A

on this 17th day of February 2016

SUBMITTED BY WILLIAM P. BRANDT

2/17/16

Sarah Rogers
Notary Public

My Commission Expires 7-31-16

SARAH ROGERS
Notary Public – Notary Seal
STATE OF MISSOURI
Greene County
My Commission Expires July 31, 2016
Commission #12374881

William P Brandt Properties, LLC
Neighborhood Meeting Sign In

Name	Address	Signature

One-rdg. _____
P. Hrngs. X
Pgs. 26
Filed: 03-15-16

Sponsored by: Schilling

First Reading: _____ Second Reading: _____

COUNCIL BILL NO. 2016- 058 SPECIAL ORDINANCE NO. _____

AN ORDINANCE

AUTHORIZING the issuance of Conditional Use Permit No.420 to allow a brewery within a CC, Center City District generally located at 522 West McDaniel Street.

_____

WHEREAS, by the authority of Section 36-363 of the Land Development Code of the City of Springfield, Missouri, the City Council may grant conditional permits for certain types of uses in certain zoning districts; and

WHEREAS, application, notices, and hearings have been held as provided in said provision prior to the granting of such use permit, and the Planning and Zoning Commission has found the necessary conditions to exists; and

WHEREAS, the City Council finds the following conditions to exist:

1. The application is complete and does not contain or reveal violations of this provision or other applicable regulations which the applicant has failed or refused to supply or correct;

2. The site plan meets the standards required by this Article or other applicable regulations with respect to such development or use;

3. The proposed site plan does not interfere with easements, roadways, rail lines, utilities, and public or private rights-of-way;

4. The proposed site plan does not destroy, damage, detrimentally modify or interfere with the enjoyment and function of significant natural topographic or physical features of the site;

5. The proposed site plan is not injurious or detrimental to the use and enjoyment of surrounding property;

6. The circulation elements of the proposed site plan do not create hazards to safety on or off the site, disjointed vehicular or pedestrian circulation paths on or off the site, or undue interferences and inconveniences to vehicular and pedestrian travel;

7. The screening of the site provides adequate shielding for nearby uses which may be incompatible with the proposed use;

8. The proposed structures or landscaping are not lacking amenity in relation to, or are not incompatible with nearby structures and uses;

9. The proposed site plan does not create drainage or erosion problems on or off the site; and

WHEREAS, the granting of such permit is deemed proper and beneficial to the welfare of the City of Springfield, Missouri.

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

Section 1 – Permission is hereby granted to use the tract of land generally located at 522 West McDaniel Street, and more fully described in “Exhibit B,” which is attached hereto and incorporated herein as if copied verbatim, to permit a brewery within a CC, Center City District on certain conditions in accordance with Section 36-363 of the Land Development Code of the City of Springfield, Missouri.

Section 2 – Such use shall be subject to the conditions set forth in the explanation and “Exhibit A" to this ordinance, both of which are attached hereto and made a part hereof by reference.

Section 3 – Building permits and certificates of occupancy may be issued by the proper authorities pursuant to the permission granted by this ordinance.

Section 4 – This permit shall be in full force and effect only so long as the use of said premises and any improvements thereon conform with the use herein granted and are in accordance with the application and plans herein approved and referred to, unless special exceptions shall have been granted by the Board of Adjustment, and any violation of the requirements of this ordinance may be grounds for the revocation of this permit by the City Council after a hearing before said 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 NO: 2016-058

FILED: 03-15-16

ORIGINATING DEPARTMENT: Planning and Development

PURPOSE: To allow a brewery within a CC, Center City District generally located at 522 West McDaniel Street.

BACKGROUND INFORMATION: USE PERMIT NUMBER 420

This is a request to allow a brewery within a CC, Center City District generally located at 522 West McDaniel Street. The Zoning Ordinance requires a conditional use permit in the CC, Center City District for "any manufacturing, production, processing, cleaning, servicing, testing, repair, or storage of materials, goods or products which is not allowed as a permitted use" and, "warehouses, storage and distribution centers." A brewery is required to obtain a conditional use permit at this location because it is considered to be the manufacturing and production of a product. Approval of this use permit will allow the warehousing and distribution of the product on site.

The site is an appropriate location for a brewery. The *Growth Management and Land Use Plan* of the *Comprehensive Plan* identifies this property as an appropriate area for high-intensity office, retail, housing, academic and public land uses. Approval of this request will provide for the productive use of the subject property where investments have been made in public infrastructure and services. Staff has reviewed the applicant's request for a Conditional Use Permit and has determined that it satisfies the standards for Conditional Use Permits outlined in Section 36-363(10) of the Zoning Ordinance.

Supports the following Field Guide 2030 goal(s): Chapter 6, Growth Management and Land Use; Major Goal 4, Develop the community in a sustainable manner; Objective 4a, Increase density in activity centers; and 4b, Increase mixed-use development areas.

CONDITIONS:

1. The regulations and standards listed on "Attachment 2" and "Attachment 3" shall govern and control the use and development of the land in Use Permit Number 420 in a manner consistent with the attached site plan "Attachment 5."

FINDINGS FOR STAFF RECOMMENDATION:

1. The *Growth Management and Land Use Plan* of the *Comprehensive Plan* identifies this area as Greater Downtown and appropriate for high-intensity office, retail, housing, academic and public land uses.

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

3. This application meets the approval standards for a Conditional Use Permit and is in conformance with the *Comprehensive Plan,* which identifies this area as appropriate for a variety of high-intensity commercial uses.

REMARKS:

The Planning and Zoning Commission held a public hearing on March 3, 2016, and recommended approval, by a vote of 5 to 0, of the proposed conditional use permit on the tract of land described on the attached sheet (see the attached "Exhibit C," Record of Proceedings).

The Planning and Development staff recommends the application be approved with the following conditions (see attached "Exhibit A"):

Submitted by:

Michael Sparlin

Michael Sparlin, Senior Planner

Recommended by:

Mary Lilly Smith

Mary Lilly Smith, Director

Approved by:

Greg Burris

Greg Burris, City Manager

EXHIBITS:
Exhibit A, Requirements for Conditional Use Permit 420
Exhibit B, Legal Description
Exhibit C, Record of Proceedings
Exhibit D, Development Review Staff Report
ATTACHMENTS:
Attachment 1, Department Comments
Attachment 2, Requirements for Conditional Use Permit 420
Attachment 3, Standards and Responses for Conditional Use Permits
Attachment 4, Neighborhood Meeting Summary
Attachment 5, Site Plan

Exhibit A

REQUIREMENTS FOR CONDITIONAL USE PERMIT 420

1. A Brewery is permitted in conformance with Attachment 5.

2. An Administrative Lot Combination shall be approved for the two properties.

3. All other standards of the Zoning Ordinance and other applicable ordinances shall be adhered to.

Exhibit B

LEGAL DESCRIPTION
USE PERMIT NUMBER 420

ALL OF LOT THREE (3) OF THE FINAL PLAT OF THE BREWERY DISTRICT, A SUBDIVISION IN SPRINGFIELD, GREENE COUNTY, MISSOURI.

Exhibit C

RECORD OF PROCEEDINGS
Planning and Zoning Commission March 3, 2016

Conditional Use Permit 420
522 West McDaniel Avenue
Applicant: Bryan Bevel

Mr. Hosmer stated that this is a request to allow a conditional use permit for brewery production in the CC, Center City District generally located at 522 West McDaniel Street. The Zoning Ordinance requires a use permit for breweries in the CC, Center City District A brewery is required to obtain a use permit because it is considered to be the manufacturing and production of a product. A Use Permit was approved by Resolution Number 8472 in June 1997 that allows the existing pub and brewery at 305 South Market Avenue. The Growth Management and Land Use Plan of the Comprehensive Plan identifies this property as an appropriate area for high-intensity office, retail, housing, academic and public land uses. The conditions are that an Administrative Lot Combination shall be approved for the two properties. Staff recommends approval.

Mr. Bryan Bevel, 885 South Farm Road 197 wants to expand for storage.

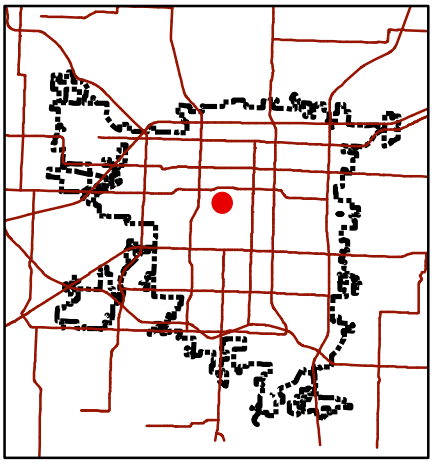
Mr. Ray opened the public hearing.

No member of the public spoke.

Mr. Ray closed the public hearing.

COMMISSION ACTION:
Mr. Doennig motions that we approve Conditional Use Permit 420 (522 West McDaniel Avenue). Ms. Cox seconded the motion. The motion **carried** as follows: Ayes: Ray, Doennig, Baird, Shuler, and Cox. Nays: None. Abstain: None. Absent: Cline, Rose, and Edwards

Bob Hosmer, AICP
Principal Planner



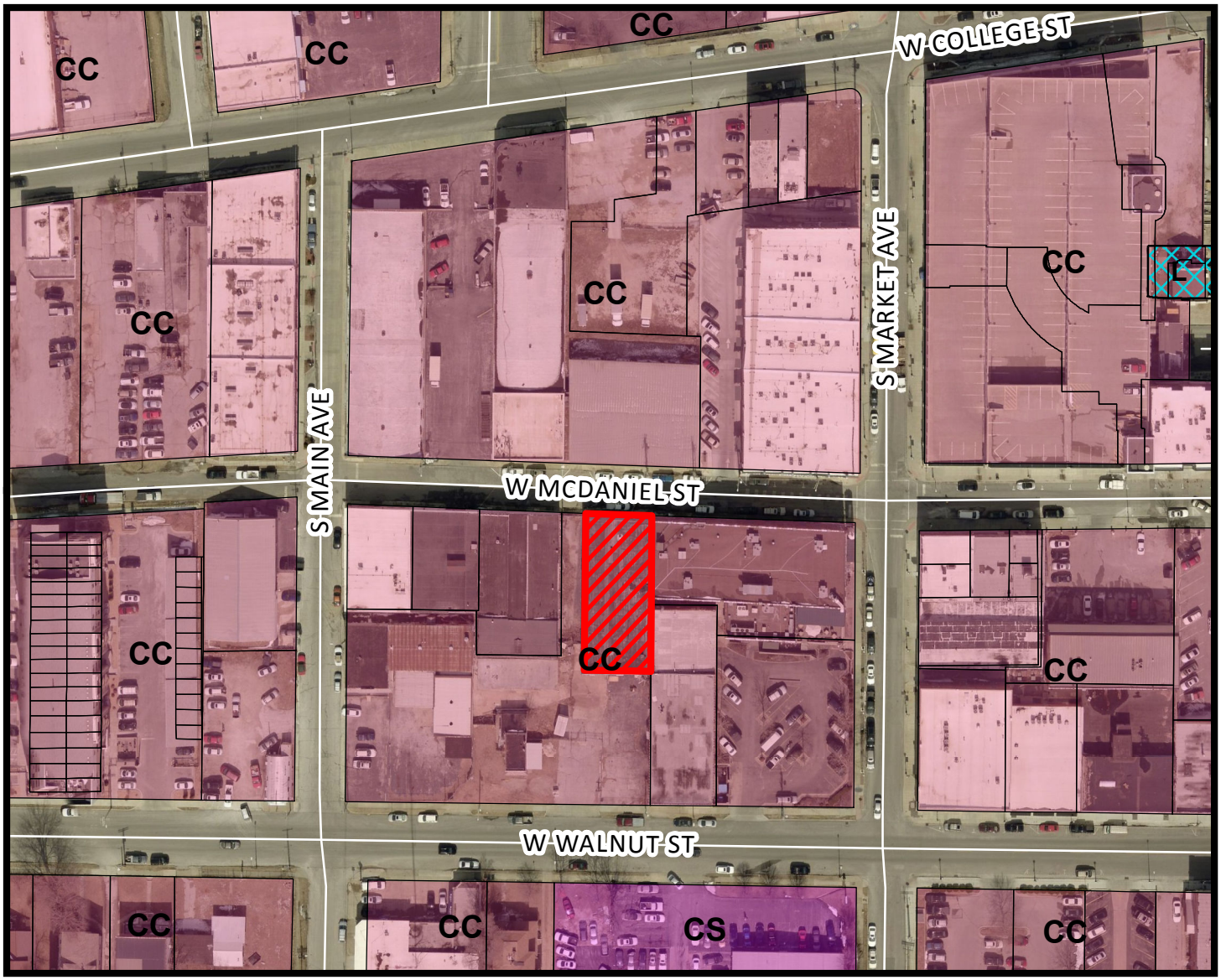
Development Review Staff Report

Department of Planning & Development - 417-864-1031
840 Boonville - Springfield, Missouri 65802

Use Permit 420

LOCATION: 522 W. McDaniel Street
CURRENT ZONING: CC, Center City
PROPOSED ZONING: CC, Center City with a Conditional Use Permit to allow Brewery Production (Any manufacturing, production, processing, cleaning, servicing, testing, repair, or storage of materials, goods or products which is not allowed as a permitted use & Warehouses, storage and distribution centers)

LOCATION SKETCH



N

- Area of Proposal

0 100 200 Feet

1 inch = 125 feet

DEVELOPMENT REVIEW STAFF REPORT
CONDITIONAL USE PERMIT 420

PURPOSE: To allow a brewery within a CC, Center City District generally located at 522 West McDaniel Street

REPORT DATE: February 19, 2016

LOCATION: 522 West McDaniel Street

APPLICANT: Front Row Property LLC

TRACT SIZE: Approximately 0.14 acres

EXISTING USE: Small-scale brewery accessory to the restaurant use

PROPOSED USE: Brewery

FINDINGS FOR STAFF RECOMMENDATION:

1. The *Growth Management and Land Use Plan* of the *Comprehensive Plan* identifies this area as Greater Downtown and appropriate for high-intensity office, retail, housing, academic and public land uses.

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

3. This application meets the approval standards for a Conditional Use Permit and is in conformance with the *Comprehensive Plan,* which identifies this area as appropriate for a variety of high-intensity commercial uses.

RECOMMENDATION:

Staff recommends approval of this request with the following conditions:

1. The regulations and standards listed on Attachment 2 and Attachment 3 and shall govern and control the use and development of the land in Use Permit Number 420 in a manner consistent with the attached site plan (Attachment 5).

SURROUNDING LAND USES:

AREA	ZONING	LAND USE
North	CC	Commercial uses
East	CC	Brewery and pub/restaurant
South	CC	Parking Lot and Distillery
West	CC	Commercial uses

ZONING ORDINANCE REQUIREMENTS:

1. The conditional use permit procedure is designed to provide the Planning and Zoning Commission and the City Council with an opportunity for discretionary review of requests to establish or construct uses or structures which may be necessary or desirable in a zoning district, but which may also have the potential for a deleterious impact upon the health, safety and welfare of the public. In granting a conditional use, the Planning and Zoning Commission may recommend, and the City Council may impose such conditions, safeguards and restrictions upon the premises benefited by the conditional use as may be necessary to comply with the standards set out in the Zoning Ordinance to avoid, or minimize, or mitigate any potentially adverse or injurious effect of such conditional uses upon other property in the neighborhood. The general standards for conditional use permits are listed in Attachment 3.
2. No conditional use permit shall be valid for a period longer than 18 months from the date City Council grants the conditional use permit, unless within this 18 months:
    a. A building permit is obtained and the erection or alteration of a structure is started; or
    b. An occupancy permit is obtained and the conditional use is begun.

COMPREHENSIVE PLAN:

The *Growth Management and Land Use Plan* of the *Comprehensive Plan* identifies this area as Greater Downtown and appropriate for high-intensity office, retail, housing, academic and public land uses, preferably in mixed-use buildings with a strong pedestrian orientation.

STAFF COMMENTS:

1. The applicant is requesting approval of a Conditional Use Permit for a Brewery on the subject property within a CC, Center City District. The Zoning Ordinance requires a use permit in the CC, Center City District for "any manufacturing, production, processing, cleaning, servicing, testing, repair, or storage of

materials, goods or products which is not allowed as a permitted use" and "warehouses, storage and distribution centers." A brewery is required to obtain a use permit at this location because it is considered to be the manufacturing and production of a product. Approval of this use permit will allow the warehousing and distribution of the product on site.

2. The subject property was identified by the *Growth Management and Land Use Plan* element of the *Comprehensive Plan* identifies this area as Greater Downtown and appropriate for high-intensity office, retail, housing, academic and public land uses. The subject property is within the Center City Activity Center. Activity Centers are identified as areas of significant business and high-intensity housing. It is intended that additional development be concentrated in and around these activity centers to optimize transportation investments, citizen convenience, investor confidence and a compact growth pattern. Properties within Activity Centers are to be intensively and efficiently used.

3. The applicant is requesting to expand an existing pub and brewery at 305 South Market Avenue to an adjacent existing structure at 522 West McDaniel Street. A Use Permit was approved by Resolution Number 8472 in June 1997 that allows the existing pub and brewery at 305 South Market Avenue.

4. The approval of this request will provide for the productive use of a commercial structure and allow for the adjacent pub and brewery an opportunity for on-site expansion of the business.

5. Staff has reviewed the applicant's request for a Conditional Use Permit and has determined that it satisfies the standards for Conditional Use Permits outlined in Section 36-363 (10) (Attachment 3) of the Zoning Ordinance. Any development of this property must also follow the CC, Center City District requirements.

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

NEIGHBORHOOD MEETING:

The applicant held a neighborhood meeting on February 1, 2016 regarding the request for a conditional use permit. A summary of the meeting is attached (Attachment 4).

PUBLIC COMMENTS:

The property was posted by the applicant on February 22, 2016 at least 10 days prior to the public hearing. The public notice was advertised in the Daily Events at least 15 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.

Ten (10) property owners within one hundred eighty-five (185) feet of the subject property were notified by mail of this request.

CITY COUNCIL PUBLIC HEARING: March 21, 2016

STAFF CONTACT PERSON:
Michael Sparlin
Senior Planner
864-1091

ATTACHMENT 1
DEPARTMENT COMMENTS
CONDITIONAL USE PERMIT 420

BUILDING DEVELOPMENT SERVICES COMMENTS:

No issues with the use permit.

PUBLIC WORKS TRAFFIC DIVISION COMMENTS:

No issues with the use permit.

STORMWATER COMMENTS:

No issues with the use permit. The building exists and site is all impervious.

CLEAN WATER SERVICES COMMENTS:

No issues with the use permit.

CITY UTILITIES:

City Utilities has no issue with proposed use permit.

FIRE DEPARTMENT:

No issues with the use permit.

ATTACHMENT 2
REQUIREMENTS FOR CONDITIONAL USE PERMIT 420

1. A Brewery is permitted in conformance with Attachment 5.

2. An Administrative Lot Combination shall be approved for the two properties

3. All other standards of the Zoning Ordinance and other applicable ordinances shall be adhered to.

ATTACHMENT 3
STANDARDS FOR CONDITIONAL USE PERMITS
CONDITIONAL USE PERMIT 420

An application for a conditional use permit shall be granted only if evidence is presented which establishes the following:

1. The proposed conditional use will be consistent with the adopted policies in the Springfield Comprehensive Plan;

2. The proposed conditional use will not adversely affect the safety of the motoring public and of pedestrians using the facility and the area immediately surrounding the site;

3. The proposed conditional use will adequately provide for safety from fire hazards, and have effective measures of fire control;

4. The proposed conditional use will not increase the hazard to adjacent property from flood or water damage;

5. The proposed conditional use will not have noise characteristics that exceed the sound levels that are typical of uses permitted as a matter of right in the district;

6. The glare of vehicular and stationary lights will not affect the established character of the neighborhood, and to the extent possible such lights will be visible from any residential district, measures to shield or direct such lights so as to eliminate or mitigate such glare as proposed;

7. The location, lighting and type of signs and the relationship of signs to traffic control is appropriate for the site;

8. Such signs will not have an adverse effect on any adjacent properties;

9. The street right-of-way and pavement width in the vicinity is or will be adequate for traffic reasonably expected to be generated by the proposed use;

10. The proposed conditional use will not have any substantial or undue adverse effect upon, or will lack amenity or will be incompatible with, the use or enjoyment of adjacent and surrounding property, the character of the neighborhood, traffic

conditions, parking utility facilities, and other matters affecting the public health, safety and general welfare.

11. The proposed conditional use will be constructed, arranged and operated so as not to dominate the immediate vicinity or to interfere with the development and use of neighboring property in accordance with the applicable district regulations. In determining whether the proposed conditional use will so dominate the immediate neighborhood, consideration shall be given to:
    a. The location, nature and height of buildings, structures, walls and fences on the site; and
    b. The nature and extent of landscaping and screening on the site;

12. The proposed conditional use, as shown by the application, will not destroy, damage, detrimentally modify or interfere with the enjoyment and function of any significant natural topographic or physical features of the site;

13. The proposed conditional use will not result in the destruction, loss or damage of any natural, scenic or historic feature of significant importance;

14. The proposed conditional use otherwise complies with all applicable regulations of the Article, including lot size requirements, bulk regulations, use limitations and performance standards;

15. The proposed conditional use at the specified location will contribute to or promote the welfare or convenience of the public;

16. Off-street parking and loading areas will be provided in accordance with the standards set out in 36-455, 36-456 and 36-483 of this Article, and such areas will be screened from any adjoining residential uses and located so as to protect such residential uses from any injurious effect.

17. Adequate access roads or entrance or exit drives will be provided and will be designed so as to prevent traffic hazards and to minimize traffic congestion in public streets and alleys.

18. The vehicular circulation elements of the proposed application will not create hazards to the safety of vehicular or pedestrian traffic on or off the site, disjointed vehicular or pedestrian circulation paths on or off the site, or undue interference and inconvenience to vehicular and pedestrian travel.

19. The proposed use, as shown by the application, will not interfere with any easements, roadways, rail lines, utilities and public or private rights-of-way;

20. In the case of existing structures proposed to be converted to uses requiring a conditional use permit, the structures meet all fire, health, building, plumbing and electrical requirements of the City of Springfield, and;

21. The proposed conditional use will be served adequately by essential public facilities and services such as highways, streets, parking spaces, police and fire protection, drainage structures, refuse disposal, water and sewers, and schools; or that the persons or agencies responsible for the establishment of the proposed use will provide adequately for such services.

APPLICATION FOR CONDITIONAL USE PERMIT
PROPERTY LOCATION: 305 S Market Ave (Expansion into 522 W McDaniel Building)

Attachment A – **RESPONSES**

STANDARDS FOR ALL CONDITIONAL USE PERMITS

36-363 (10) **Standards**. An application for a conditional use permit shall be granted only if evidence is presented at the public hearing which establishes the following:

With respect to all proposed conditional uses, to the extent applicable:

1. The proposed conditional use will be consistent with the adopted policies in the *Springfield Comprehensive Plan*;

REPSONSE: THE PROPOSED CONDITIONAL USE IS CONSISTENT WITH ALL ADOPTED POLICIES.

2. The proposed conditional use will not adversely affect the safety of the motoring public and of pedestrians using the facility and the area immediately surrounding the site;

REPSONSE: THE PROPOSED CONDITIONAL USE WILL NOT ADVERSELY AFFECT THE SAFETY OF THE MOTORING PUBLIC AND PEDESTRIANS AS THE STREET IS ALREADY MARKED OFF FOR LOADING AND UNLOADING. NO CHANGE PROPOSED.

3. The proposed conditional use will adequately provide for safety from fire hazards, and have effective measures of fire control;

REPSONSE: THE PROPOSED CONDITIONAL USE WILL NOT AFFECT SAFETY OF THE SURROUNDING PROPERTY AND MEETS ALL LOCAL CODES.

4. The proposed conditional use will not increase the hazard to adjacent property from flood or water damage;

REPSONSE: THE PROPOSED CONDITIONAL USE DOES NOT AFFECT THE ADJACENT PROPERTY AND WILL NOT CAUSE FLOOD OR WATER DAMAGE.

5. The proposed conditional use will not have noise characteristics that exceed the sound levels that are typical of uses permitted as a matter of right in the district;

REPSONSE: THE PROPOSED CONDITIONAL USE DOES NOT CREATE ANY OUTSIDE NOISES.

6. The glare of vehicular and stationary lights will not affect the established character of the neighborhood, and to the extend such lights will be visible from any residential district, measures to shield or direct such lights so as to eliminate or mitigate such glare are proposed;

REPSONSE: THE PROPOSED CONDITIONAL USE DOES NOT AFFECT THE CHARACTER OF THE NEIGHBORHOOD. THE EXISTING STREET ON MCDANIEL IS

ALREADY SET UP FOR LOADING/UNLOADING AS ESTABLISHED WITH THE CITY OF SPRINGFIELD.

7. The location, lighting, and type of signs and the relationship of signs to traffic control is appropriate for the site;

REPSONSE: THERE IS NO CHANGE TO EXISTING AND NONE PROPOSED.

8. Such signs will not have an adverse effect on any adjacent properties;

REPSONSE: THE PROPOSED CONDITIONAL USE DOES NOT AFFECT ADJACENT PROPERTIES.

9. The street right-of-way and pavement width in the vicinity is or will be adequate for traffic reasonably expected to be generated by the proposed use;

REPSONSE: THE PROPOSED CONDITIONAL USE DOES NOT CHANGE THE STREET RIGHT OF WAY OR PAVEMENT WIDTH.

10. The proposed conditional use will not have any substantial or undue adverse effect upon, or will lack amenity or will be incompatible with, the use or enjoyment of adjacent and surrounding property, the character of the neighborhood, traffic conditions, parking utility facilities, and other matters affecting the public health, safety and general welfare;

REPSONSE: THE PROPOSED CONDITIONAL USE IS CONSISTENT WITH SURROUNDING BUSINESSES AND DOES NOT AFFECT THE SURROUNDING PROPERTIES OR PUBLIC SAFETY.

11. The proposed conditional use will be constructed, arranged and operated so as not to dominate the immediate vicinity or to interfere with the development and use of neighboring property in accordance with the applicable district regulations. In determining whether the proposed conditional use will so dominate the immediate neighborhood, consideration shall be given to:

a. The location, nature and height of buildings, structures, walls and fences on the site; and b. The nature and extent of landscaping and screening on the site;

REPSONSE: THE PROPOSED CONDITIONAL USE WILL NOT CHANGE THE BUILDING STRUCTURE OR ITS HEIGHT. THE BUILDING WILL BE USED IN ITS EXISTING CAPACITY AND WILL ADD ONE ADDITIONAL OVERHEAD DOOR.

12. The proposed conditional use, as shown by the application, will not destroy, damage, detrimentally modify or interfere with the enjoyment and function of any significant natural topographic or physical features of the site;

REPSONSE: THE PROPOSED CONDITIONAL USE DOES NOT CHANGE THE SURROUNDING TOPOGRAPHICS OR PHYSICIAL FEATURES AS IT IS AN EXISTING BUILDING.

13. The proposed conditional use will not result in the destruction, loss or damage of any natural, scenic or historic feature of significant importance;

REPSONSE: THE PROPOSED CONDITIONAL USE WILL NOT AFFECT THESE ITEMS.

14. The proposed conditional use otherwise complies with all applicable regulations of the Article, including lot size requirements, bulk regulations, use limitations and performance standards;

REPSONSE: THE PROPOSED CONDITIONAL USE IS CONSISTENT WITH ALL REGULATIONS OF THE CITY'S ORDINANCE AND CODES.

15. The proposed conditional use at the specified location will contribute to or promote the welfare or convenience of the public;

REPSONSE: THE PROPOSED CONDITIONAL USE WILL CONTRIBUTE TO AND PROMOTE THE WELFARE OR CONVENIENCE OF THE PUBLIC.

16. Off-street parking and loading areas will be provided in accordance with the standards set out in 36-455, 36-456 and 36-483 of this Article, and such areas will be screened from any adjoining residential uses and located so as to protect such residential uses from any injurious effect;

REPSONSE: THERE IS NO ADDITIONAL PARKING REQUIRED FOR THIS DEVELOPMENT AS IT IS IN CENTER CITY AND THE FUNCTION DOES NOT REQUIRE THE NEED FOR ANY ADDITIONAL PARKING.

17. Adequate access roads or entrance or exit drives will be provided and will be designed so as to prevent traffic hazards and to minimize traffic congestion in public streets and alleys;

REPSONSE: THERE ARE NO ADDITIONAL ACCESS ROADS OR ENTRANCE/EXIT DRIVES REQUIRED OR TO BE PROVIDED.

18. The vehicular circulation elements of the proposed application will not create hazards to the safety of vehicular or pedestrian traffic on or off the site, disjointed vehicular or pedestrian circulation paths on or off the site, or undue interference and inconvenience to vehicular and pedestrian travel;

REPSONSE: THE PROPOSED CONDITIONAL USE DOES NOT AFFECT VEHICULAR CIRCULATION ELEMENTS OR CREATE HAZARDS TO SAFETY OF VEHICLES OR PEDESTRIANS.

19. The proposed use, as shown by the application, will not interfere with any easements, roadways, rail lines, utilities and public or private rights-of-way;

REPSONSE: THE PROPOSED CONDITIONAL USE DOES NOT INTERFERE WITH THESE ITEMS AS THE BUILDING IS EXISTING.

20. In the case of existing structures proposed to be converted to uses requiring a conditional use permit, the structures meet all fire, health, building, plumbing and electrical requirements of the City of Springfield; and

REPSONSE: THE PROPOSED CONDITIONAL USE IS CONSISTENT WITH ALL CITY CODES AND ORDINANCES.

21. The proposed conditional use will be served adequately by essential public facilities and services such as highways, streets, parking spaces, police and fire protection, drainage structures, refuse disposal, water and sewers, and schools; or that the persons or agencies responsible for the establishment of the proposed use will provide adequately for such services.

REPSONSE: THE PROPOSED CONDITIONAL USE IS EXISTING AND IS ALREADY SERVED BY PUBLIC STREETS AND PUBLIC SERVICES LISTED ABOVE.

AFFIDAVIT OF NEIGHBORHOOD NOTIFICATION AND MEETING SUMMARY

1. Conditional Use Permit for: 305 S Market Ave expanding into 522 W McDaniel
2. Meeting Date & Time: Monday, February 1, 2016 4:00pm - 6:30pm
3. Meeting Location: Springfield Brewing Company - 305 S Market
4. Number of invitations that were sent: 129
5. How was the mailing list generated: City of Springfield
6. Number of neighbors in attendance (attach a sign-in sheet): See attached Sign-In Sheet
7. List the verbal comments and how you plan to address any issues:
(City Council does not expect all of the issues to be resolved to the neighborhood's satisfaction; however, the developer must explain why the issues cannot be resolved.)

"Very excited for your expansion"
"Will only make my property worth more"
"No issue with this at all"

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

No negative comments received. Nothing to address.

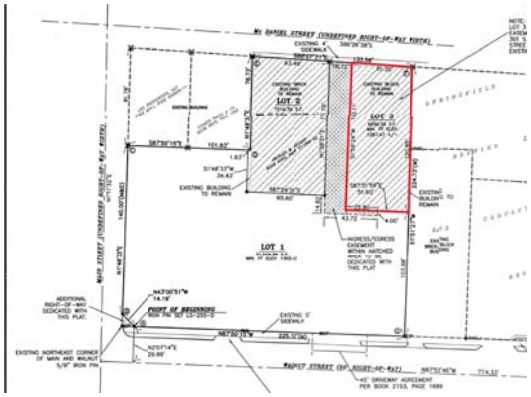
I, Bryan Bevel *(print name)*, attest that the neighborhood meeting was held on 2-1-16 *(month/date/year)*, and is at least twenty-one (21) days prior to the Planning and Zoning Commission public hearing and in accordance with the attached "Neighborhood Notification and Meeting Process."

Signature of person completing affidavit

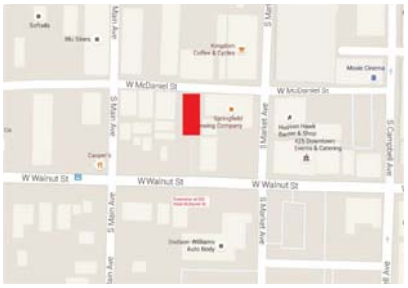
Bryan Bevel
Printed name of person completing affidavit

Sign – In Sheet
Neighborhood Meeting – 305 S Market
Conditional Use Permit
February 1, 2016 – 4:00 pm to 6:30 pm

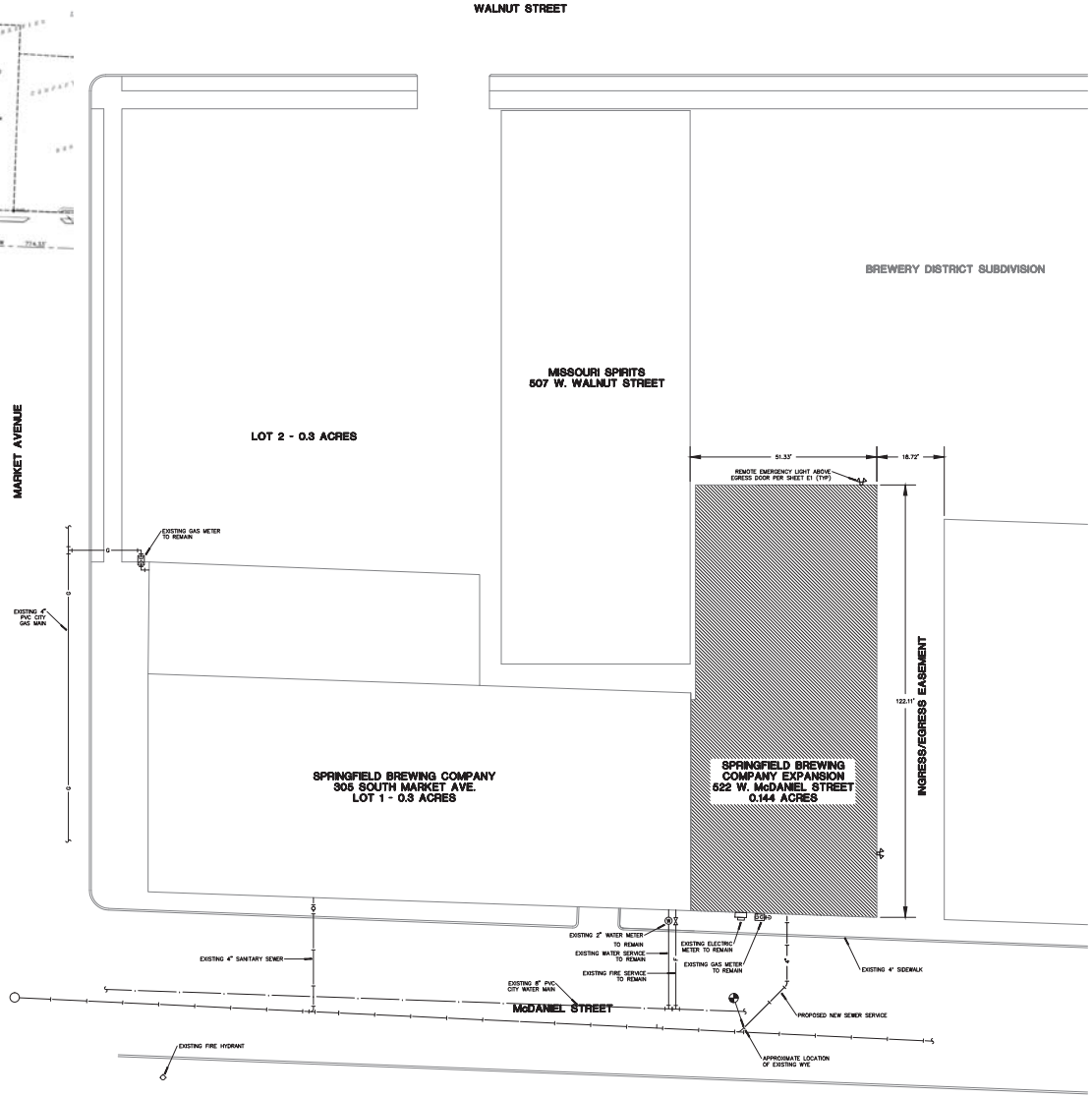
Name	Address	Phone Number
Jim & Patti Lindsay	Re: 626 College	417-830-8138
Thane & Troy Kifer	120 W. Aldrich Rd Bolivar	417-399-7196
Dan Kaczynski	Re 620 W Walnut	379-3531
Chris Houghton	414 S Main	417 840 4210
Teresa Emerson	600 W WALNUT	417 343 3348
Ed & Tara Faxon	3800 W Randall Battlefield MO	417-830-8750



3 S1 **SURVEY**
NO SCALE NORTH



2 S1 **LOCATION MAP**
NO SCALE NORTH



1 MS1 **USE PERMIT SKETCH PLAN**
SCALE: 1/16"=1'-0" NORTH

NOTES:

GENERAL NOTES:

1. THE APPLICANT'S NAME AND ADDRESS AND HIS LEGAL INTEREST IN THE SUBJECT PROPERTY:

   MELISSA HIGBIE, AIA – ARCHITECT OF RECORD, ESTERLY, SCHNEIDER & ASSOCIATES, INC., AIA, 1730 E SUNSHINE ST., SUITE 417, SPRINGFIELD, MO 65804

2. THE OWNER'S NAME AND ADDRESS, INCLUDING TRUSTEES, AND, IF DIFFERENT THAN THE APPLICANT, THE OWNER'S SIGNED CONSENT TO THE FILING OF THE APPLICATION AND AUTHORIZATION FOR THE APPLICANT TO ACT IN HIS BEHALF.

   FRONT ROW PROP LLC, C/O BRYAN BEVEL, PARTNER, 305 S MARKET, SPRINGFIELD, MO 65806; CONSENT IS GIVEN TO ABOVE APPLICANT AND SIGNED CONSENT FORM IS PART OF APPLICATION.

3. THE STREET ADDRESS (OR COMMON DESCRIPTION) OF THE PROPERTY.

   305 S MARKET (BUILDING EXPANSION INTO 522 W MCDANIEL BUILDING)

4. A LEGAL DESCRIPTION AND A SURVEY, CERTIFIED BY A REGISTERED LAND SURVEYOR, SHOWING PROPERTY BOUNDARY LINES AND DIMENSIONS; AND ALL EASEMENTS, ROADWAYS, RAIL LINES AND PUBLIC RIGHTS-OF-WAY, ANY PART OF WHICH, CROSS OR ARE ADJACENT TO, AND AFFECT, THE SUBJECT PROPERTY; AND THAT ALL NECESSARY EASEMENTS CAN BE OBTAINED.

   LEGAL DESCRIPTION –TRACT I: ALL OF LOT THREE (3) OF THE FINAL PLAT OF THE BREWERY DISTRICT, A SUBDIVISION IN SPRINGFIELD, GREENE COUNTY, MISSOURI.

5. A LOCATION SKETCH SHOWING SUFFICIENT AREA AND DETAIL TO LOCATE THE PROPERTY WITHIN THE CITY.

   SEE SITE PLAN FOR LOCATION SKETCH.

6. THE ZONING CLASSIFICATION AND PRESENT USE OF THE SUBJECT PROPERTY.

   CENTER CITY (CC)

7. THE PROPOSED USE OR USES AND A GENERAL DESCRIPTION OF THE PROPOSED DEVELOPMENT.

   SPRINGFIELD BREWING COMPANY PLANS TO EXPAND INTO THE BUILDING AT 522 WEST MCDANIEL STREET WHICH IS LOCATED AND ATTACHED DIRECTLY WEST OF THE SPRINGFIELD BREWING COMPANY'S BUILDING. THE CONDITIONAL USE PERMIT IS REQUIRED DUE TO CURRENT ZONING REQUIREMENTS THAT ANY "MANUFACTURING, PRODUCTION, PROCESSING, CLEANING, SERVICING, TESTING, REPAIR, OR STORAGE OF MATERIALS, GOODS OR PRODUCTS WHICH IS NOT ALLOWED AS A PERMITTED USE" MUST RECEIVE A CONDITIONAL USE PERMIT. THE REASON FOR THE BUILDING EXPANSION WOULD BE TO EXPAND PRODUCTION OF THE BREWERY OPERATION.

8. ANY PROPOSED GRADING OR REGRADING OF THE SUBJECT PROPERTY; ANY SIGNIFICANT NATURAL, TOPOGRAPHICAL OR PHYSICAL FEATURES OF THE PROPERTY, INCLUDING, AT LEAST, WATER COURSES, MARSHES, ROCK OUTCROPPINGS AND EXISTING CONTOURS IN EXCESS OF TWO FEET IN 100 FEET.

   NOT APPLICABLE AS THIS IS AN EXISTING BUILDING.

9. LOCATION, SIZE, USE AND ARRANGEMENT OF ALL PROPOSED BUILDINGS AND COMPUTATIONS SHOWING HEIGHT IN STORIES AND FEET, FLOOR AREA RATIO, TOTAL FLOOR AREA, TOTAL SQUARE FEET OF GROUND AREA COVERAGE OF PROPOSED AND EXISTING BUILDINGS WHICH WILL REMAIN, IF ANY, AND NUMBER AND SIZE OF DWELLING UNITS AND NUMBER OF BEDROOMS, IN RESIDENTIAL USES, AND BUILDING SEPARATIONS.

   SEE SITE PLAN FOR BUILDING ARRANGEMENT. EXISTING BUILDING IS 6,268 SQUARE FEET AND A SINGLE STORY. NO DWELLING UNITS.

10. THE MINIMUM YARD DIMENSIONS AND, WHERE RELEVANT, RELATION OF YARD DIMENSIONS TO THE HEIGHT OF ANY BUILDING OR STRUCTURE.

    NOT APPLICABLE AS THIS IS AN EXISTING BUILDING.

11. THE LOCATION, DIMENSIONS AND NUMBER OF ALL VEHICULAR AND PEDESTRIAN CIRCULATION ELEMENTS, INCLUDING STREETS, AND ROADWAYS, DRIVEWAYS, ENTRANCES, CURBS, CURB CUTS, PARKING STALLS, LOADING SPACES AND ACCESS AISLES; SIDEWALKS, WALKWAYS AND PATHWAYS, INCLUDING SLOPE AND GRADIENT OF VEHICULAR ELEMENTS; REFUSE STORAGE LOCATIONS; AND TOTAL LOT COVERAGE OF ALL CIRCULATION ELEMENTS, DIVIDED BETWEEN VEHICULAR AND PEDESTRIAN WAYS.

    NOT APPLICABLE AS THIS IS AN EXISTING BUILDING. SEE SITE PLAN.

12. THE LOCATION AND SIZE OF EXISTING AND PROPOSED WATER AND SEWER PUBLIC UTILITIES ON AND ADJACENT TO THE SITE AND FIRE HYDRANT LOCATIONS. ALL UTILITIES ARE EXISTING TO THE BUILDING.

    SEE SITE PLAN.

13. ALL EXISTING AND PROPOSED SURFACE AND SUBSURFACE DRAINAGE FACILITIES, INCLUDING CULVERTS, DRAINS, AND DETENTION AREAS, SHOWING SIZE AND DIMENSIONS OF FLOW.

    NOT APPLICABLE AS THIS IS AN EXISTING BUILDING.

14. THE LOCATION, SIZE, AND ARRANGEMENT OF ALL PROPOSED OUTDOOR SIGNS.

    NONE PROPOSED.

15. THE LOCATION, HEIGHT AND ELEVATION DRAWINGS OF PROPOSED FENCES OR SCREEN OR BUFFER PLANTINGS AND THE TYPE OR KIND OF BUILDING MATERIALS OR PLANTINGS TO BE USED FOR FENCING OR SCREENING. "NOT APPLICABLE AS THIS IS AN EXISTING BUILDING.

    NO FENCING PROPOSED.

16. THE LOCATION, DESIGNATION, AND TOTAL AREA OF ALL USABLE OPEN SPACE.

    NOT APPLICABLE AS THIS IS AN EXISTING BUILDING.

17. A LANDSCAPING PLAN IN ACCORDANCE WITH SECTION 36-482, LANDSCAPING AND BUFFERYARDS.

    NOT APPLICABLE AS THIS IS AN EXISTING BUILDING.

18. AN EXISTING TREES PROTECTION PLAN IN ACCORDANCE WITH SECTION 36-483, LANDSCAPING AND BUFFERYARDS.

    "NOT APPLICABLE AS THIS IS AN EXISTING BUILDING.

19. A SOIL EROSION CONTROL PLAN FOR THE PERIOD DURING WHICH CONSTRUCTION WILL BE TAKING PLACE AND AFTER CONSTRUCTION IS COMPLETE.

    NOT APPLICABLE AS THIS IS AN EXISTING BUILDING.

20. AN EXTERIOR LIGHTING PLAN IN ACCORDANCE WITH SECTION 36-484, LIGHTING STANDARDS. THERE IS NO EXTERIOR LIGHTING PROPOSED ON THE PLAN.

    EMERGENCY LIGHTS AT THE EXIT DOORS HAVE BEEN ADDED. SEE SITE PLAN.

21. IN THE CASE OF ANY USE FOR WHICH A CONDITIONAL USE PERMIT HAS BEEN GRANTED, ANY INFORMATION NECESSARY TO DEMONSTRATE COMPLIANCE WITH ALL CONDITIONS IMPOSED BY THE CONDITIONAL USE PERMIT.

    NOT APPLICABLE.

22. ANY OTHER INFORMATION THAT MAY BE REQUIRED BY THE DIRECTOR OF BUILDING DEVELOPMENT SERVICES TO DETERMINE THAT THE APPLICATION IS IN COMPLIANCE WITH THE CODES AND ORDINANCES OF THE CITY AND WHICH THE DIRECTOR DEEMS TO BE NECESSARY OR APPROPRIATE TO A FULL AND PROPER CONSIDERATION AND DISPOSITION OF THE PARTICULAR APPLICATION.

    NOT APPLICABLE AT THIS TIME.

STATE OF MISSOURI
CAMERON K. COLLINS
NUMBER EN-24493
PROFESSIONAL ENGINEER
Cameron Collins
Date 2016.01.25 15:24:20 -06'00'

EXPANSION TO
SPRINGFIELD BREWING CO.
305 S MARKET AVE. SPRINGFIELD, MO

Consulting Engineers
3333 E. Battlefield Road, Suite 1000
Springfield, Missouri 65804
phone 417 881 0000
fax 417 881 0053
mfcc.com
McDonald Fisher Chard & Collins, Inc.
CIVIL • MECHANICAL • ELECTRICAL • PLUMBING • FIRE PROTECTION • CONSULTING

DATE	1/7/16
PROJECT NUMBER	800-15
DRAWN BY	CKC
CHECKED BY	CKC
SHEET NUMBER	S1

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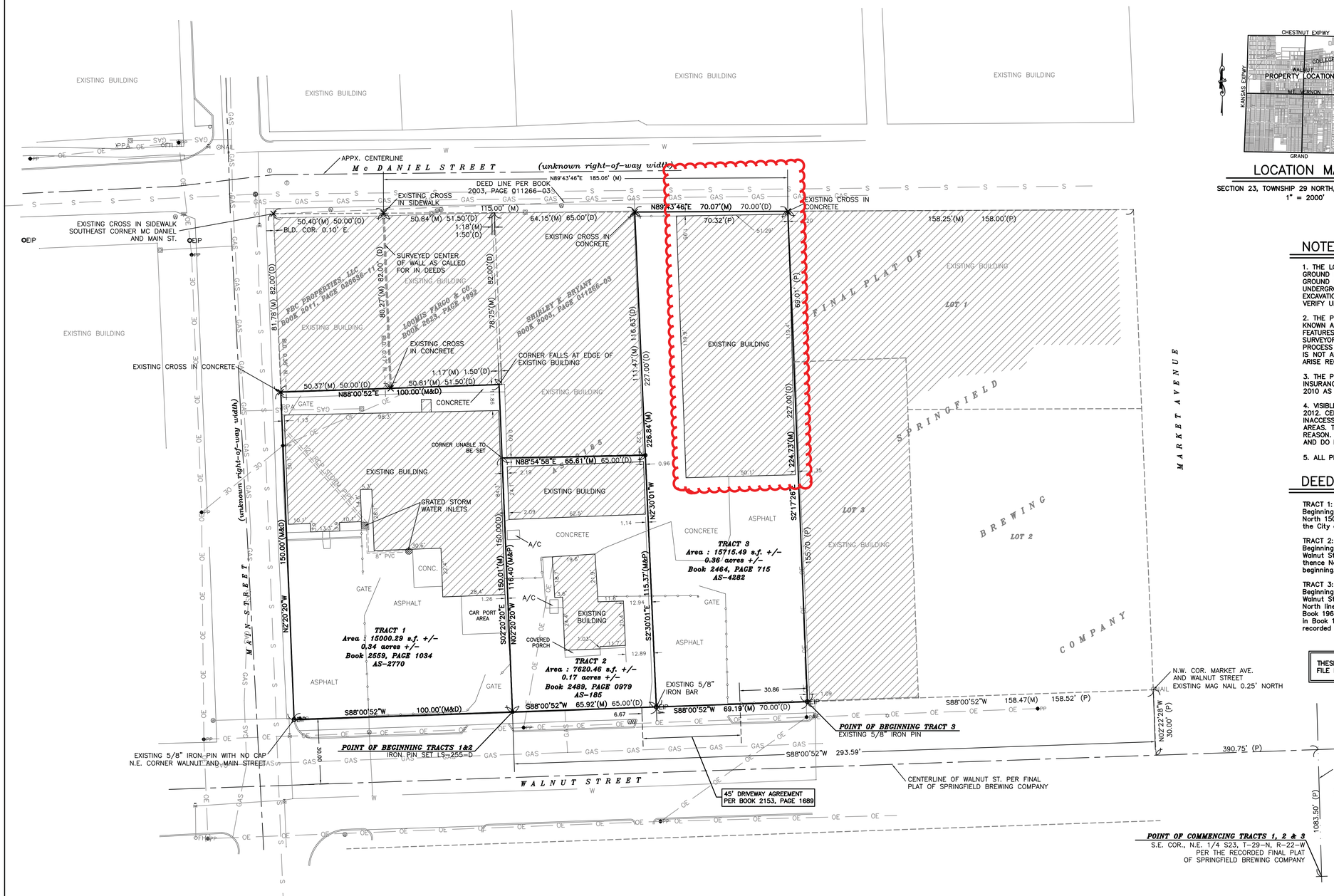

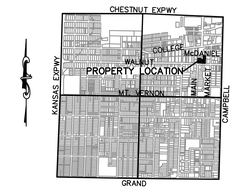

LOCATION MAP

SECTION 23, TOWNSHIP 29 NORTH, RANGE 22 WEST
1" = 2000'

0 20 40
Scale 1" = 20'

BEARINGS ARE BASED ON THE SOUTH RIGHT-OF-WAY LINE OF McDANIEL STREET AS N89°43'46"E, PER THE FINAL PLAT OF SPRINGFIELD BREWING COMPANY, A RECORDED FINAL PLAT IN SPRINGFIELD, MO.

NOTES

1. THE LOCATIONS OF UNDERGROUND UTILITIES SHOWN HEREON ARE BASED ON ABOVE GROUND EVIDENCE, LOCAL UTILITY COMPANY MAPS AND MARKINGS PAINTED ON THE GROUND BY UTILITY LOCATE PERSONNEL. THE SURVEYOR MAKES NO GUARANTEE THAT UNDERGROUND UTILITY LOCATIONS SHOWN ON THIS SURVEY ACTUALLY EXIST. NO EXCAVATIONS WERE MADE DURING THE PROGRESS OF THE FIELD WORK TO FIND OR VERIFY UNDERGROUND UTILITY LOCATIONS.

2. THE PROPERTY SURVEYED IS LOCATED IN THE PHYSIOGRAPHIC REGION OF MISSOURI KNOWN AS THE OZARK PLATEAU. DUE TO KARST CONDITIONS IN THIS AREA, SUBSURFACE FEATURES, SUCH AS SINKHOLES, ARE COMMON AND MAY EXIST ON THIS PROPERTY. THE SURVEYOR ENCOUNTERED NO APPARENT SURFACE EVIDENCE OF SINKHOLES DURING THE PROCESS OF THE FIELD WORK, HOWEVER, SINKHOLES MAY EXIST WHEN SURFACE EVIDENCE IS NOT APPARENT. A GEOTECHNICAL EXPERT SHOULD BE CONSULTED IF CONCERNS SHOULD ARISE REGARDING SINKHOLES ON THIS PROPERTY.

3. THE PROPERTY SHOWN HEREON IS NOT LOCATED IN A FLOOD HAZARD AREA PER FLOOD INSURANCE RATE MAP PANEL NUMBER 0333E; MAP NO. 29077C0333E, DATED DECEMBER 17, 2010 AS PUBLISHED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY.

4. VISIBLE IMPROVEMENTS AND CONDITIONS SHOWN WERE AS THEY EXISTED ON AUGUST 7, 2012. CERTAIN AREAS WERE OBSCURED BY PARKED AUTOMOBILES AND THEREFORE INACCESSIBLE. IT WAS NOT CLEAR WHETHER THERE WERE PERMANENT STRUCTURES IN THESE AREAS. THERE MAY BE EXISTING STRUCTURES THAT ARE NOT SHOWN HEREON FOR THIS REASON. APPARENT OWNERSHIP LINES AS SHOWN, WERE BASED ON INFORMATION BY OTHERS AND DO NOT REPRESENT AN OPINION AS TO TITLE.

5. ALL PROPERTY SHOWN HEREON IS ZONED CENTER CITY (CC).

DEED DESCRIPTIONS

TRACT 1:
Beginning at the Northeast corner of Walnut and Main Streets; thence East 100 feet; thence North 150 feet; thence West 100 feet; thence South 150 feet to the place of beginning, in the City of Springfield, Greene County, Missouri.

TRACT 2:
Beginning 228 feet and 4 inches West of the Northwest corner of Market Avenue and West Walnut Street, in the City of Springfield, Greene County, Missouri; thence West 65 feet; thence North 116.4 feet; thence East 65 feet; thence South 115.37 feet to the place of beginning.

TRACT 3:
Beginning 158 feet and 4 inches West of the Northwest corner of Market Avenue and West Walnut Streets in the City of Springfield, Greene County, Missouri; thence West along the North line of West Walnut Street, 70 feet to the Southeast corner of a tract recorded in Book 1962 Page 1993; thence North 227 feet to the Northeast corner of a tract described in Book 1920 Page 1327; thence East 70 feet to the Northwest corner of the First tract recorded in Book 1393 Page 25; thence South 225 feet to the point of beginning.

THESE DESCRIPTIONS ARE PER CHICAGO TITLE INSURANCE COMPANY TITLE POLICY FILE NUMBER 1202311-970, DATED JULY 9, 2012.

LEGEND

NAIL	EXISTING NAIL AS MONUMENT
IP	EXISTING IRON PIN (TYPE AS NOTED)
×	EXISTING CROSS IN CONCRETE (NOTED)
(P)	PLATTED COURSE AND DISTANCE
(M)	MEASURED COURSE AND DISTANCE
(D)	DEEDED DISTANCE
+/-	MORE OR LESS
—W—	APPX. LOCATION WATER LINE
—GAS—	APPX. LOCATION GAS LINE
—S—	APPX. LOCATION SANITARY SEWER LINE
—OE—	OVERHEAD ELECTRIC
	EXISTING CHAIN LINK FENCING
W	WATER METER
G	EXISTING GAS METER
	EXISTING STREET SIGN
W	EXISTING WATER METER
PP	EXISTING POWER POLE
	EXISTING WATER VALVE
T	EXISTING SWBT MANHOLE
S	EXISTING SANITARY SEWER MANHOLE

SURVEYOR'S DESCRIPTION TRACT 1

A PARCEL OF LAND BEING A PART OF THE NORTHEAST QUARTER OF SECTION TWENTY-THREE (23), TOWNSHIP TWENTY-NINE (29), RANGE TWENTY-TWO (22), BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID NORTHEAST QUARTER; THENCE NORTH ALONG THE EAST LINE THEREOF, A DISTANCE OF 1083.50 FEET TO A POINT BEING ON THE CENTERLINE OF WALNUT STREET, AS IT NOW EXISTS; THENCE LEAVING SAID EAST LINE AND WEST ALONG SAID CENTERLINE, A DISTANCE OF 390.75 FEET; THENCE LEAVING SAID CENTERLINE, NORTH 02-22-28 WEST, A DISTANCE OF 30.00 FEET TO THE NORTHWEST CORNER OF MARKET STREET, AS IT NOW EXISTS AND SAID WALNUT STREET; THENCE SOUTH 88 DEGREES 00 MINUTES 52 SECONDS WEST, ALONG SAID NORTH RIGHT-OF-WAY LINE OF WALNUT STREET, A DISTANCE OF 293.59 FEET TO AN IRON PIN SET FOR THE POINT OF BEGINNING;
THENCE SOUTH 88 DEGREES 00 MINUTES 52 SECONDS WEST, CONTINUING ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 100.00 FEET TO AN EXISTING IRON PIN BEING THE NORTHEAST CORNER OF SAID WALNUT STREET AND MAIN STREET, AS IT NOW EXISTS; THENCE NORTH 02 DEGREES 20 MINUTES 20 SECONDS WEST, ALONG THE EAST RIGHT-OF-WAY LINE OF SAID MAIN STREET, A DISTANCE OF 150.00 FEET TO AN EXISTING CROSS IN CONCRETE; THENCE NORTH 88 DEGREES 00 MINUTES 52 SECONDS EAST, LEAVING SAID RIGHT-OF-WAY LINE, A DISTANCE OF 100.00 FEET TO A POINT FOR CORNER; THENCE SOUTH 02 DEGREES 20 MINUTES 20 SECONDS EAST, A DISTANCE OF 150.01 FEET TO THE POINT OF BEGINNING, CONTAINING 15,000.29 SQUARE FEET, MORE OR LESS, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

SURVEYOR'S DESCRIPTION TRACT 2

A PARCEL OF LAND BEING A PART OF THE NORTHEAST QUARTER OF SECTION TWENTY-THREE (23), TOWNSHIP TWENTY-NINE (29), RANGE TWENTY-TWO (22), BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID NORTHEAST QUARTER; THENCE NORTH ALONG THE EAST LINE THEREOF, A DISTANCE OF 1083.50 FEET TO A POINT BEING ON THE CENTERLINE OF WALNUT STREET, AS IT NOW EXISTS; THENCE LEAVING SAID EAST LINE AND WEST ALONG SAID CENTERLINE, A DISTANCE OF 390.75 FEET; THENCE LEAVING SAID CENTERLINE, NORTH 02-22-28 WEST, A DISTANCE OF 30.00 FEET TO THE NORTHWEST CORNER OF MARKET STREET, AS IT NOW EXISTS AND SAID WALNUT STREET; THENCE SOUTH 88 DEGREES 00 MINUTES 52 SECONDS WEST, ALONG SAID NORTH RIGHT-OF-WAY LINE OF WALNUT STREET, A DISTANCE OF 293.59 FEET TO AN IRON PIN SET FOR THE POINT OF BEGINNING;
THENCE SOUTH 88 DEGREES 00 MINUTES 52 SECONDS WEST, ALONG SAID NORTH RIGHT-OF-WAY LINE OF WALNUT STREET, A DISTANCE OF 293.59 FEET TO AN EXISTING IRON PIN FOR THE POINT OF BEGINNING;
THENCE NORTH 02 DEGREES 20 MINUTES 20 SECONDS WEST, A DISTANCE OF 116.40 FEET TO A POINT FOR CORNER; THENCE NORTH 88 DEGREES 54 MINUTES 58 SECONDS EAST, A DISTANCE OF 65.61 FEET TO AN IRON PIN SET; THENCE SOUTH 02 DEGREES 30 MINUTES 01 SECONDS EAST, A DISTANCE OF 115.37 FEET TO AN EXISTING IRON PIN BEING A POINT ON SAID NORTH RIGHT-OF-WAY LINE OF WALNUT STREET; THENCE SOUTH 88 DEGREES 00 MINUTES 52 SECONDS WEST, ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 65.92 FEET TO THE POINT OF BEGINNING, CONTAINING 7,620.46 SQUARE FEET, MORE OR LESS, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

SURVEYOR'S DESCRIPTION TRACT 3

A PARCEL OF LAND BEING A PART OF THE NORTHEAST QUARTER OF SECTION TWENTY-THREE (23), TOWNSHIP TWENTY-NINE (29), RANGE TWENTY-TWO (22), BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID NORTHEAST QUARTER; THENCE NORTH ALONG THE EAST LINE THEREOF, A DISTANCE OF 1083.50 FEET TO A POINT BEING ON THE CENTERLINE OF WALNUT STREET, AS IT NOW EXISTS; THENCE LEAVING SAID EAST LINE AND WEST ALONG SAID CENTERLINE, A DISTANCE OF 390.75 FEET; THENCE LEAVING SAID CENTERLINE, NORTH 02-22-28 WEST, A DISTANCE OF 30.00 FEET TO THE NORTHWEST CORNER OF MARKET STREET, AS IT NOW EXISTS AND SAID WALNUT STREET; THENCE SOUTH 88 DEGREES 00 MINUTES 52 SECONDS WEST, ALONG SAID NORTH RIGHT-OF-WAY LINE OF WALNUT STREET, A DISTANCE OF 158.47 FEET TO AN IRON PIN SET FOR THE POINT OF BEGINNING;
THENCE SOUTH 88 DEGREES 00 MINUTES 52 SECONDS WEST, ALONG SAID NORTH RIGHT-OF-WAY LINE OF WALNUT STREET, A DISTANCE OF 158.47 FEET TO AN EXISTING IRON PIN FOR THE POINT OF BEGINNING; THENCE SOUTH 88 DEGREES 00 MINUTES 52 SECONDS WEST, CONTINUING ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 69.19 FEET TO AN EXISTING IRON PIN; THENCE NORTH 02 DEGREES 30 MINUTES 01 SECONDS WEST, LEAVING SAID RIGHT-OF-WAY LINE, A DISTANCE OF 226.84 FEET TO AN EXISTING CROSS IN CONCRETE BEING A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF MC DANIEL STREET, AS IT NOW EXISTS; THENCE NORTH 89 DEGREES 43 MINUTES 46 SECONDS EAST, A DISTANCE OF 70.07 FEET TO AN EXISTING CROSS IN CONCRETE; THENCE SOUTH 02 DEGREES 17 MINUTES 26 SECONDS EAST, LEAVING SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 224.73 FEET TO THE POINT OF BEGINNING, CONTAINING 15,715.49 SQUARE FEET, MORE OR LESS, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

REFERENCES

THE SURVEYOR USED THE FOLLOWING REFERENCES IN THE DETERMINATION OF BOUNDARY LINES SHOWN HEREON:

A. THE RECORDED FINAL PLAT OF SPRINGFIELD BREWING COMPANY
B. THE RECORDED FINAL PLAT OF ABBOTTS SUBDIVISION
C. RECORDED DEED DESCRIPTIONS AT THE GREENE COUNTY COURTHOUSE (NOTED)
D. AS-185, AS-2197, AS-2768, AS-4282, AS-2770

AT THE TIME OF SURVEY, NO RELIABLE INFORMATION WAS AVAILABLE ON THE WIDTH OF McDANIEL STREET AND MAIN AVENUE.

SURVEYOR'S CERTIFICATION

I, DAVID D. DRUMM DO HEREBY CERTIFY THAT THIS BOUNDARY SURVEY WAS PREPARED UNDER MY PERSONAL, DIRECT SUPERVISION AND THAT IT IS IN COMPLIANCE WITH THE CURRENT MISSOURI MINIMUM STANDARDS FOR PROPERTY BOUNDARY SURVEYS. THIS IS AN URBAN CLASS SURVEY.

David D. Drumm
MO P.L.S. No. 2007017958
Date: August 9, 2012

HOOD-RICH, INC.
Land Surveying Corp.
LS-255-D

HOOD-RICH, INC.
801 SOUTH GLENSTONE
SPRINGFIELD, MISSOURI 65802
(417)-862-4483

COMM.NO. 12-109

EXPANSION FOR
SPRINGFIELD BREWING COMPANY
522 WEST McDANIEL STREET
SPRINGFIELD, MISSOURI

SCALE
1"=20'

SHEET
1 OF 1

DATE
August 9, 2012

REV.	DATE

One-rdg. _____
P. Hrngs. X
Pgs. 15
Filed: 03-15-16

Sponsored by: McClure

First Reading: _____ Second Reading: _____

COUNCIL BILL NO. 2016- 059 GENERAL ORDINANCE NO. _____

AN ORDINANCE

AMENDING Chapter 36 of the Springfield City Code, known as the Land Development Code, Article III, Division IV, Subdivision III, Section 36-425(7), Design Requirements, of the COM, Commercial Street District in the Zoning Ordinance to clarify Blaine Street Frontage and new construction requirements.

_____

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

Note: Underlined language is to be added. ~~Stricken~~ language is to be removed.

Section 1 – Chapter 36 of the Springfield, Missouri City Code, known as the Land Development Code, Article III - Zoning Regulations, Division IV - District Regulations, Subdivision III - Commercial Districts, Section 36-425 - Commercial Street District, is hereby amended as follows:

Sec. 36-425. - COM - Commercial street district.

(7) Design requirements.

(a) A site plan meeting the requirements of section 36-360, site plan review, shall be submitted and approved.

(b) If required, a landscape plan, meeting the requirements of sections 36-482, landscaping and buffer yards, and 36-483, off-street parking and loading area design standards, shall be submitted and approved.

(c) All off-street parking and vehicular use areas shall be screened from all residential uses in accordance with section 36-480, screening and fencing.

(d) Refuse storage areas shall be screened from view in accordance with section 36-480, screening and fencing.

(e) Mechanical and electrical equipment, including air conditioning units shall be screened from view in accordance with section 36-480, screening and fencing.

(f) Lighting shall be designed to reflect away from any adjacent residential area and in accordance with section 36-484, lighting standards.

(g) Accessory buildings and structures shall meet the requirements of section 36-450, accessory structures and uses.

(h) The COM-1 district's purpose is to protect the unique nature and architectural character of the existing historic structures, and to protect it from infringing influences that may diminish or dilute the historic ambience. The COM-1 district should also promote new uses and development within the zoning district that provide an element of consistency and similarity of intensity, use, building heights, and materials used with the existing structures. These elements are described as follows:

1. Building façades. All sides of buildings visible to the public, whether viewed from the public right-of-way or a nearby property, shall display a similar level of quality and architectural finish. This shall be accomplished by integrating architectural variations and treatments such as windows and other decorative features into all sides of a building design. Two or more of the following design elements shall be incorporated for each 40 horizontal feet of a building façade or wall:

   a. Changes in color, texture, and material; or

   b. Projections, recesses and reveals expressing structural bays, entrances, or other aspects of the architecture; or

   c. Groupings of windows or fenestration.

2. On each lot, the building façade shall be built to the district minimum setback line for at least 80 percent of the street frontage<u>. This does not include Blaine Street frontage</u>.

3. The building façade shall be built to the district minimum setback line within 30 feet of a block corner<u>. This does not include Blaine Street frontage.</u>

4. The portions of the building façade required to be built at the district minimum setback line may include jogs of not more than 18 inches in depth except as otherwise necessary to allow bay windows, shop fronts and balconies.

5. Blank lengths of wall exceeding 20 linear feet are prohibited on all street frontages<u>. This does not include Blaine Street frontage.</u>

6. Fenestration on the ground floor facades shall comprise a least 40 percent, but not more than 90 percent of the façade area, measured as a percentage of the façade between floor levels.

7. Fenestration on the upper floor facades shall comprise a least 20 percent, but not more than 60 percent of the façade area, measured as a percentage of the façade between floor levels.

8. The ground floor <u>of any new construction</u> shall have at least 12 feet of clear interior height (floor to ceiling) contiguous to the required building line

frontage for a minimum depth of at least 25 feet. This does not include Blaine Street frontage.

9. The maximum story height for the ground story is 20 feet.

10. The maximum floor-to-floor story height for stories other than the ground floor is 12 feet.

11. Building materials and colors.

    a. Metal shall not be used as a primary exterior surface material, except for metal roofs. Metal trim can be used but not to exceed 15 percent of the exterior surface. The following exterior finishes shall be allowed on all exterior walls of the building:

        (i) Customary brick masonry;

        (ii) Natural or cast stone;

        (iii) Oversized brick;

        (iv) Split-faced block;

        (v) Architectural pre-cast concrete; and

        (vi) Accent materials such as glass block and ceramic tiles.

    b. Façade colors shall have low reflectance. High-intensity, metallic, black or fluorescent colors are prohibited. Natural and recycled materials may be utilized to enhance the building façade and promote sustainable development.

12. The use of galvanized chain link fencing shall be prohibited. The use of vinyl-coated chain-link fencing shall be allowed in green, black, and brown. No fencing shall be allowed in the front yard of the building.

Section 2 – Savings Clause. Nothing in this ordinance shall be construed to affect any suit or proceeding now pending in any court or any rights acquired or liability incurred nor any cause or causes of action accrued or existing, under any act or ordinance repealed hereby, or shall any right or remedy of any character be lost, impaired, or affected by this ordinance.

Section 3 – Severability Clause. If any section, subsection, sentence, clause, or phrase of this ordinance is for any reason held to be invalid, such decision shall not affect the validity of the remaining portions of this ordinance. The Council hereby declares that it would have adopted the ordinance and each section, subsection, sentence, clause, or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared invalid.

Section 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 NO: 2016-059

FILED: 03-15-16

ORIGINATING DEPARTMENT: Planning and Development

PURPOSE: To amend Subsection 36-425(7), Design Requirements, of the COM, Commercial Street District in the Zoning Ordinance to clarify Blaine Street frontage and new construction requirements. (Staff recommends approval)

BACKGROUND INFORMATION:

ZONING ORDINANCE TEXT AMENDMENT – COM-1 DESIGN REQUIREMENTS AMENDMENTS

Planning and Zoning Commission initiated amendments to the COM-1 District Design Requirements at their meeting on March 6, 2014.

There have been some recent development issues in the COM-1, Commercial Street District, pertaining to the design requirements and how they are applied to new construction/additions. Staff is proposing to clarify that Blaine Street was not intended to be used as a street frontage for design requirement purposes along other streets and that certain design requirements for interior building heights shall only apply to new construction. Blaine Street is currently built and functions as a public alley and development with frontage along Blaine should not be subject to the same design requirements as other streets. The original intent of the COM-1 District Design Requirements were to protect the unique nature and architectural character of the existing historic structures, and to protect it from infringing influences that may diminish or dilute the historic character. The Blaine Street frontages have little, if any, historic character since they are the rear frontages of buildings facing Commercial Street. Staff believes that the proposed amendments are in-line with the original intent of the design requirements and further clarify Blaine Street's status. The COM-1 Zoning District encompasses all of the properties along Commercial Street between Washington and Lyon Avenues. Blaine Street runs parallel and to the south of Commercial Street (see "Exhibit C").

The Development Issues Input Group (DIIG), Downtown Springfield Association (DSA), Environmental Advisory Board (EAB), Commercial Club and all registered neighborhood associations were notified of these amendments and have made no objections to date.

Supports the following Field Guide 2030 goal(s): Chapter 6, Growth Management and Land Use; Major Goal 4, Develop the community in a sustainable manner.

FINDINGS FOR STAFF RECOMMENDATION:

1. The proposed amendments will clarify the intent of the existing design requirements and allow them to be applied to the appropriate development.

2. The Growth Management and Land Use Element of the Comprehensive Plan encourage innovative development and redevelopment through the use of incentives and appropriate regulations, to achieve desired residential and nonresidential development patterns.

REMARKS:

The Planning and Zoning Commission held a public hearing on March 3, 2016, and recommended approval, by a vote of 5 to 0, of the proposed changes to the Zoning Ordinance described in “Exhibit A.”

The Planning and Development Staff recommends approval of the proposed amendments in “Exhibit A.”

Submitted by:

Daniel Neal, Senior Planner

Recommended by:

Mary Lilly Smith, Director

Approved by:

Greg Burris, City Manager

EXHIBITS:

Exhibit A-1, Proposed Changes to Zoning Ordinance (Redlined Version)
Exhibit A-2, Final Language after Proposed Changes (Clean Version)
Exhibit A-3, Existing Language in Zoning Ordinance (Current Text)
Exhibit B, Record of Proceedings
Exhibit C, Blaine Street Location Map

Exhibit A

EXHIBIT A-1
PROPOSED CHANGES TO ZONING ORDINANCE
COM-1 DESIGN REQUIREMENTS AMENDMENTS

Note: Language to be added is <u>underlined</u>.

Sec. 36-425. - COM - Commercial street district.

(7) Design requirements.

(a) A site plan meeting the requirements of section 36-360, site plan review, shall be submitted and approved.

(b) If required, a landscape plan, meeting the requirements of sections 36-482, landscaping and buffer yards, and 36-483, off-street parking and loading area design standards, shall be submitted and approved.

(c) All off-street parking and vehicular use areas shall be screened from all residential uses in accordance with section 36-480, screening and fencing.

(d) Refuse storage areas shall be screened from view in accordance with section 36-480, screening and fencing.

(e) Mechanical and electrical equipment, including air conditioning units shall be screened from view in accordance with section 36-480, screening and fencing.

(f) Lighting shall be designed to reflect away from any adjacent residential area and in accordance with section 36-484, lighting standards.

(g) Accessory buildings and structures shall meet the requirements of section 36-450, accessory structures and uses.

(h) The COM-1 district's purpose is to protect the unique nature and architectural character of the existing historic structures, and to protect it from infringing influences that may diminish or dilute the historic ambience. The COM-1 district should also promote new uses and development within the zoning district that provide an element of consistency and similarity of intensity, use, building heights, and materials used with the existing structures. These elements are described as follows:

1. Building façades. All sides of buildings visible to the public, whether viewed from the public right-of-way or a nearby property, shall display a similar level of quality and architectural finish. This shall be accomplished by integrating architectural variations and treatments such as windows and other decorative features into all sides of a building design. Two or more of the following design elements shall be incorporated for each 40 horizontal feet of a building façade or wall:

   a. Changes in color, texture, and material; or

   b. Projections, recesses and reveals expressing structural bays, entrances, or other aspects of the architecture; or

   c. Groupings of windows or fenestration.

2. On each lot, the building façade shall be built to the district minimum setback line for at least 80 percent of the street frontage<u>. This does not include Blaine Street frontage</u>.

3. The building façade shall be built to the district minimum setback line within 30 feet of a block corner. This does not include Blaine Street frontage.

4. The portions of the building façade required to be built at the district minimum setback line may include jogs of not more than 18 inches in depth except as otherwise necessary to allow bay windows, shop fronts and balconies.

5. Blank lengths of wall exceeding 20 linear feet are prohibited on all street frontages. This does not include Blaine Street frontage.

6. Fenestration on the ground floor facades shall comprise a least 40 percent, but not more than 90 percent of the façade area, measured as a percentage of the façade between floor levels.

7. Fenestration on the upper floor facades shall comprise a least 20 percent, but not more than 60 percent of the façade area, measured as a percentage of the façade between floor levels.

8. The ground floor of any new construction shall have at least 12 feet of clear interior height (floor to ceiling) contiguous to the required building line frontage for a minimum depth of at least 25 feet. This does not include Blaine Street frontage.

9. The maximum story height for the ground story is 20 feet.

10. The maximum floor-to-floor story height for stories other than the ground floor is 12 feet.

11. Building materials and colors.

    a. Metal shall not be used as a primary exterior surface material, except for metal roofs. Metal trim can be used but not to exceed 15 percent of the exterior surface. The following exterior finishes shall be allowed on all exterior walls of the building:

        (i) Customary brick masonry;

        (ii) Natural or cast stone;

        (iii) Oversized brick;

        (iv) Split-faced block;

        (v) Architectural pre-cast concrete; and

        (vi) Accent materials such as glass block and ceramic tiles.

    b. Façade colors shall have low reflectance. High-intensity, metallic, black or fluorescent colors are prohibited. Natural and recycled materials may be utilized to enhance the building façade and promote sustainable development.

12. The use of galvanized chain link fencing shall be prohibited. The use of vinyl-coated chain-link fencing shall be allowed in green, black, and brown. No fencing shall be allowed in the front yard of the building.

EXHIBIT A-2
FINAL LANGUAGE AFTER PROPOSED CHANGES
COM-1 DESIGN REQUIREMENTS AMENDMENTS

Sec. 36-425. - COM - Commercial street district.

(7) Design requirements.

(a) A site plan meeting the requirements of section 36-360, site plan review, shall be submitted and approved.

(b) If required, a landscape plan, meeting the requirements of sections 36-482, landscaping and bufferyards, and 36-483, off-street parking and loading area design standards, shall be submitted and approved.

(c) All off-street parking and vehicular use areas shall be screened from all residential uses in accordance with section 36-480, screening and fencing.

(d) Refuse storage areas shall be screened from view in accordance with section 36-480, screening and fencing.

(e) Mechanical and electrical equipment, including air conditioning units shall be screened from view in accordance with section 36-480, screening and fencing.

(f) Lighting shall be designed to reflect away from any adjacent residential area and in accordance with section 36-484, lighting standards.

(g) Accessory buildings and structures shall meet the requirements of section 36-450, accessory structures and uses.

(h) The COM-1 district's purpose is to protect the unique nature and architectural character of the existing historic structures, and to protect it from infringing influences that may diminish or dilute the historic ambience. The COM-1 district should also promote new uses and development within the zoning district that provide an element of consistency and similarity of intensity, use, building heights, and materials used with the existing structures. These elements are described as follows:

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   a. Changes in color, texture, and material; or

   b. Projections, recesses and reveals expressing structural bays, entrances, or other aspects of the architecture; or

   c. Groupings of windows or fenestration.

2. On each lot, the building façade shall be built to the district minimum setback line for at least 80 percent of the street frontage. This does not include Blaine Street frontage.

3. The building façade shall be built to the district minimum setback line within 30 feet of a block corner. This does not include Blaine Street frontage.

4. The portions of the building façade required to be built at the district minimum setback line may include jogs of not more than 18 inches in depth except as otherwise necessary to allow bay windows, shop fronts and balconies.

5. Blank lengths of wall exceeding 20 linear feet are prohibited on all street frontages. This does not include Blaine Street frontage.

6. Fenestration on the ground floor facades shall comprise a least 40 percent, but not more than 90 percent of the façade area, measured as a percentage of the façade between floor levels.

7. Fenestration on the upper floor facades shall comprise a least 20 percent, but not more than 60 percent of the façade area, measured as a percentage of the façade between floor levels.

8. The ground floor of any new construction shall have at least 12 feet of clear interior height (floor to ceiling) contiguous to the required building line frontage for a minimum depth of at least 25 feet. This does not include Blaine Street frontage.

9. The maximum story height for the ground story is 20 feet.

10. The maximum floor-to-floor story height for stories other than the ground floor is 12 feet.

11. Building materials and colors.

    a. Metal shall not be used as a primary exterior surface material, except for metal roofs. Metal trim can be used but not to exceed 15 percent of the exterior surface. The following exterior finishes shall be allowed on all exterior walls of the building:

        (i) Customary brick masonry;

        (ii) Natural or cast stone;

        (iii) Oversized brick;

        (iv) Split-faced block;

        (v) Architectural pre-cast concrete; and

        (vi) Accent materials such as glass block and ceramic tiles.

    b. Façade colors shall have low reflectance. High-intensity, metallic, black or fluorescent colors are prohibited. Natural and recycled materials may be utilized to enhance the building façade and promote sustainable development.

12. The use of galvanized chain link fencing shall be prohibited. The use of vinyl-coated chain-link fencing shall be allowed in green, black, and brown. No fencing shall be allowed in the front yard of the building.

EXHIBIT A-3
EXISTING LANGUAGE IN ZONING ORDINANCE
COM-1 DESIGN REQUIREMENTS AMENDMENTS

Sec. 36-425. - COM - Commercial street district.

(7) Design requirements.

(a) A site plan meeting the requirements of section 36-360, site plan review, shall be submitted and approved.

(b) If required, a landscape plan, meeting the requirements of sections 36-482, landscaping and bufferyards, and 36-483, off-street parking and loading area design standards, shall be submitted and approved.

(c) All off-street parking and vehicular use areas shall be screened from all residential uses in accordance with section 36-480, screening and fencing.

(d) Refuse storage areas shall be screened from view in accordance with section 36-480, screening and fencing.

(e) Mechanical and electrical equipment, including air conditioning units shall be screened from view in accordance with section 36-480, screening and fencing.

(f) Lighting shall be designed to reflect away from any adjacent residential area and in accordance with section 36-484, lighting standards.

(g) Accessory buildings and structures shall meet the requirements of section 36-450, accessory structures and uses.

(h) The COM-1 district's purpose is to protect the unique nature and architectural character of the existing historic structures, and to protect it from infringing influences that may diminish or dilute the historic ambience. The COM-1 district should also promote new uses and development within the zoning district that provide an element of consistency and similarity of intensity, use, building heights, and materials used with the existing structures. These elements are described as follows:

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   a. Changes in color, texture, and material; or

   b. Projections, recesses and reveals expressing structural bays, entrances, or other aspects of the architecture; or

   c. Groupings of windows or fenestration.

2. On each lot, the building façade shall be built to the district minimum setback line for at least 80 percent of the street frontage.

3. The building façade shall be built to the district minimum setback line within 30 feet of a block corner.

4. The portions of the building façade required to be built at the district minimum setback line may include jogs of not more than 18 inches in depth except as otherwise necessary to allow bay windows, shop fronts and balconies.

5. Blank lengths of wall exceeding 20 linear feet are prohibited on all street frontages.

6. Fenestration on the ground floor facades shall comprise a least 40 percent, but not more than 90 percent of the façade area, measured as a percentage of the façade between floor levels.

7. Fenestration on the upper floor facades shall comprise a least 20 percent, but not more than 60 percent of the façade area, measured as a percentage of the façade between floor levels.

8. The ground floor shall have at least 12 feet of clear interior height (floor to ceiling) contiguous to the required building line frontage for a minimum depth of at least 25 feet.

9. The maximum story height for the ground story is 20 feet.

10. The maximum floor-to-floor story height for stories other than the ground floor is 12 feet.

11. Building materials and colors.

    a. Metal shall not be used as a primary exterior surface material, except for metal roofs. Metal trim can be used but not to exceed 15 percent of the exterior surface. The following exterior finishes shall be allowed on all exterior walls of the building:

        (i) Customary brick masonry;

        (ii) Natural or cast stone;

        (iii) Oversized brick;

        (iv) Split-faced block;

        (v) Architectural pre-cast concrete; and

        (vi) Accent materials such as glass block and ceramic tiles.

    b. Façade colors shall have low reflectance. High-intensity, metallic, black or fluorescent colors are prohibited. Natural and recycled materials may be utilized to enhance the building façade and promote sustainable development.

12. The use of galvanized chain link fencing shall be prohibited. The use of vinyl-coated chain-link fencing shall be allowed in green, black, and brown. No fencing shall be allowed in the front yard of the building.

EXHIBIT B

RECORD OF PROCEEDINGS
Planning and Zoning Commission March 3, 2016

COM-1 District Amendments
Citywide
Applicant: City of Springfield

Mr. Hosmer stated that this is a request to amend subsection 36-425 (7) Design Requirements in the COM-1 Commercial Street District. There have been issues in the COM-1, Commercial Street District, pertaining to the design requirements and how they are applied to new construction/additions along Blaine Street. Blaine Street is currently built and functions as a public alley for access to the back of properties along Commercial Street Staff is proposing to clarify that Blaine Street was not intended to be used as a street frontage for design requirement purposes and that certain design requirements for interior building heights shall only apply to new construction. The original intent of the COM-1 Commercial Street District Design Requirements was to protect the unique nature and architectural character of the existing historic structures, and to protect it from infringing influences that may diminish or dilute the historic character.

- On each lot, the building façade shall be built to the district minimum setback line for at least 80 percent of the street frontage. This does not include Blaine Street frontage.
- The building façade shall be built to the district minimum setback line within 30 feet of a block corner. This does not include Blaine Street frontage.
- Blank lengths of wall exceeding 20 linear feet are prohibited on all street frontages. This does not include Blaine Street frontage.
- The ground floor of any new construction shall have at least 12 feet of clear interior height (floor to ceiling) contiguous to the required building line frontage for a minimum depth of at least 25 feet. This does not include Blaine Street frontage.

Mr. Baird and Ms. Cox asked about the text and language for Blaine Street and about the inclusion of Pacific Street.

Mr. Hosmer stated that Blaine Street is currently built and functions as a public alley for access to the back of properties along Commercial Street. Staff wanted to clarify that Blaine Street was not intended to be used as a street frontage for design requirement purposes. Staff indicated that Pacific Street was not included in the COM-1 District.

(Staff clarification: The COM-1 district does front along the north side of Pacific Street. However, in our discussions staff does want Pacific Street as well as other streets to meet the design requirements i.e., buildings built up to the setback to address the street. Alleys do not have to meet the requirements. Again the main reason we wanted to remove Blaine Street is that it functions as an alley access to the backs of the buildings facing Commercial Street. This would also be the case if buildings were built

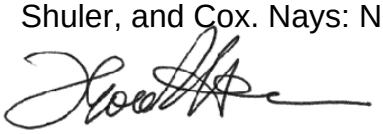
along Pacific Street. The backs of buildings along Pacific Street would face Blaine Street. This could also allow buildings built along the frontage of Pacific Street to have parking in the back along Blaine Street.)

Mr. Ray opened the public hearing.

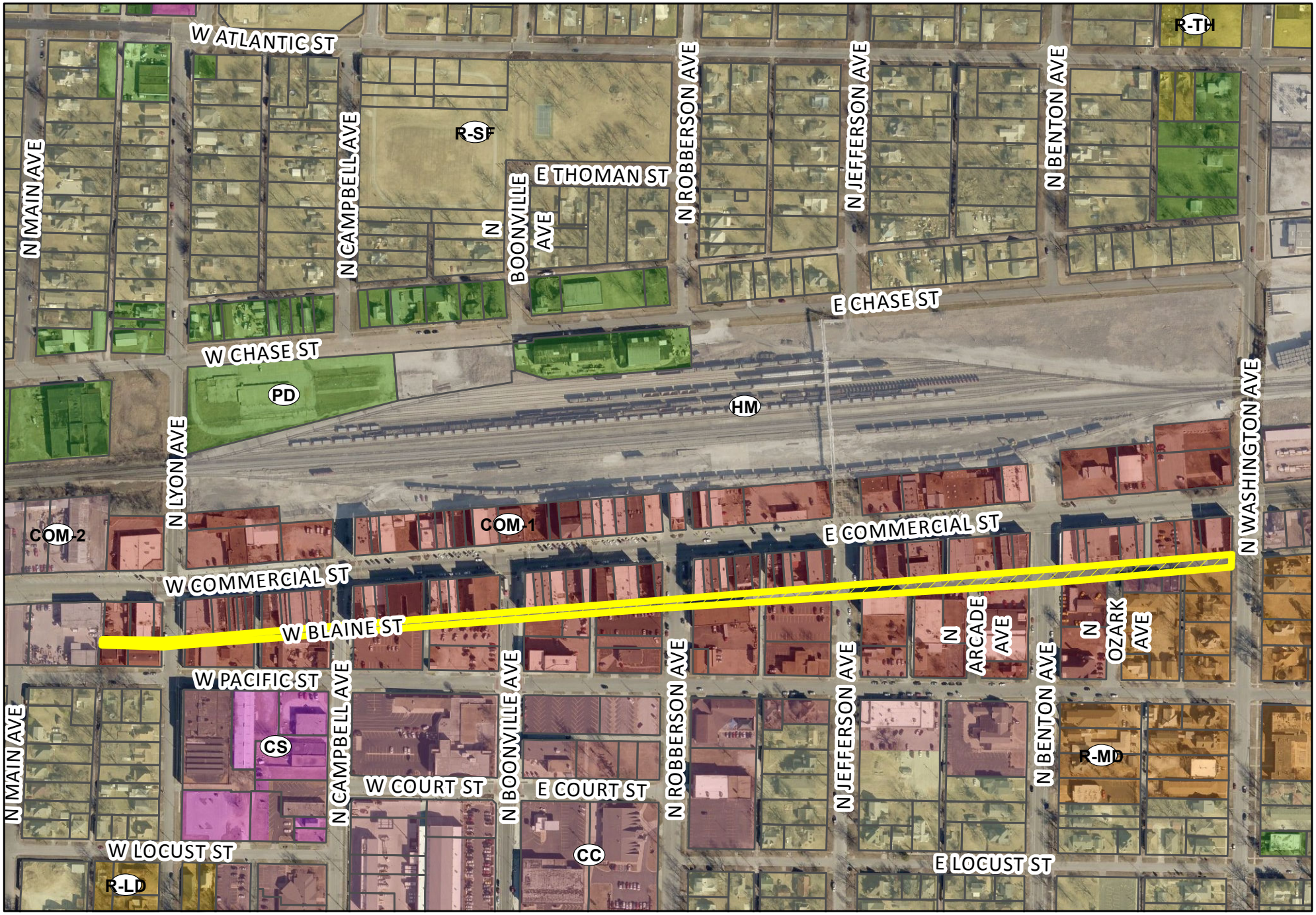
No member of the public spoke.

Mr. Ray closed the public hearing.

COMMISSION ACTION:
Mr. Doennig motions that we approve COM-1 District Amendments (Citywide). Ms. Cox seconded the motion. The motion **carried** as follows: Ayes: Ray, Doennig, Baird, Shuler, and Cox. Nays: None. Abstain: None. Absent: Cline, Rose, and Edwards



Bob Hosmer, AICP
Principal Planner



- Blaine Street

0 95 190 380 570 760 Feet

SCALE: 1:6,005

Exhibit C

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.

One-rdg. _____
P. Hrngs. X
Pgs. 17
Filed: 03-15-16

Sponsored by: Fishel

First Reading: _____ Second Reading: _____

COUNCIL BILL NO. 2016- 060 GENERAL ORDINANCE NO. _____

AN ORDINANCE

AMENDING Chapter 36 of the Springfield, Missouri City Code, known as the Land Development Code, by adding a new section, to be known as Section 36-336, Reasonable Accommodation Policy and Procedure, to Article III, Division 3, Subdivision I.

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

Section 1 – Chapter 36 of the Springfield, Missouri City Code, known as the Land Development Code, Article III - Zoning Regulations, Division 3 - Administration, Enforcement, and Review, Subdivision I - Administration and Enforcement, is hereby amended as follows

(Note: Underlined language is to be added. ~~Stricken~~ language is to be removed):

36-336. Reasonable Accommodation Policy and Procedure**.**

(1) *Purpose and Scope.* This Section implements the policy of the City of Springfield, Missouri on requests for reasonable accommodation in its rules, policies and procedures for persons with disabilities. Any person with a disability may request a reasonable accommodation with respect to the land use or zoning laws, rules, policies, practices or procedures of the City pursuant to this Section. Nothing in this Section requires persons with disabilities or operators of group homes for persons with disabilities which are operating in accordance with applicable zoning, licensing, and land use laws, to seek reasonable accommodation under this Section.

(2) *Definitions.* For the purposes of this Section the following definitions shall apply, unless specifically defined in this section all terms have the same meaning as contained in 36-321:

(a) *Applicant*. An individual, group or entity making a request for

reasonable accommodation pursuant to this Section. This definition shall also include the disabled person making said request or a person acting on behalf of, and at the request of said disabled person.

(b) *City.* The City of Springfield, Missouri.

(c) *Department*. The Department of Building Development Services of the City.

(d) *Disabled Person*. Any individual: (1) with a physical or mental impairment that substantially limits one or more major life activities; (2) individuals who are regarded as having such an impairment; and (3) individuals with a record of such an impairment.

(e) *Major Life Activity*. Those activities that are of central importance to daily life, such as seeing, hearing, walking, breathing, performing manual tasks, caring for one's self, learning, and speaking. This list of major life activities is not exhaustive.

(f) *Physical or Mental Impairment.* Includes, but is not limited to, orthopedic, visual, speech, and hearing impairments, cerebral palsy, autism, epilepsy, muscular dystrophy, multiple sclerosis, cancer, heart disease, diabetes, Human Immunodeficiency Virus infection, mental retardation, emotional illness, drug addiction (other than addiction caused by current, illegal use of a controlled substance), and alcoholism.

(g) *Reasonable Accommodation.* Means a change, exception, or adjustment to a rule, policy, practice, or service that may be necessary for a person with a disability to have an equal opportunity to use and enjoy a dwelling.

(h) *Substantially Limits.* Means that an individual's limitation is "significant" or to a "large degree".

(i) *Zoning Ordinance.* The City of Springfield, Missouri Zoning Ordinance, as defined in 36-300.

(3) *Requesting Reasonable Accommodations.*

(a) In order to make a dwelling available to one or more individuals with disabilities, an applicant may request a reasonable accommodation relating to the various land use or zoning rules, policies, practices or procedures of the City applicable to such housing.

1. A request by an applicant for reasonable accommodation made pursuant to this Section shall be made in writing or orally to the Director of the Department.
2. When making a request for a reasonable accommodation pursuant to this section, an applicant shall provide:

a. the name and address of the owner of the property, if other than the applicant; and

b. explain the type of accommodation requested; and
c. explain the relationship between the requested accommodation and the disability, if the need for the accommodation is not readily apparent.

(b) All requests for reasonable accommodation made pursuant to this Section shall be made in a manner that a reasonable person would understand to be a request for an exception, change, or adjustment to a rule, policy, practice, or service because of a disability.

(c) The Department shall provide reasonable assistance necessary to an applicant in making a request for reasonable accommodation throughout the process.

(4) *Procedure.*

(a) The Director of the Department shall make an initial review of the request for reasonable accommodation upon receipt of such a request. The Director may approve a request for reasonable accommodation upon the information provided in the application, if all the requirements needed to grant a request for reasonable accommodation are met by the application. The Director may make such investigation or request such information from the applicant, as provided herein, to determine the disposition of the application.

1. The request for reasonable accommodation shall be forwarded to the Administrative Review Committee (ARC) when:

a. the Director does not have the authority to grant the request for reasonable accommodation, or
b. the Director fails to grant the request for reasonable accommodation within thirty (30) days of the receipt of the request.

2. Nothing in this section shall prohibit the Director from consulting with the ARC regarding requests for reasonable accommodation or from consulting with the applicant to supplement their application, if possible.

(b) The ARC, as established in Section 36-352, shall have the authority to consider and act on requests for reasonable accommodation. The ARC shall issue a written determination within thirty (30) after receiving the request for reasonable accommodation from the Director of the Department, and may: (1) grant the accommodation request; or, (2) deny the request.

1. ARC may approve a request for reasonable accommodation

upon the information provided in the application, if all the requirements of the request for a reasonable accommodation are met by the application, without meeting with the applicant.

2. In no event shall the ARC deny a request for reasonable accommodation without the applicant being afforded an opportunity to meet with the ARC.

(c) If reasonably necessary to reach a determination on the request for reasonable accommodation, the ARC may, prior to the end of said thirty (30) day period, request additional information from the applicant, specifying in detail what information is required. The applicant shall have fifteen (15) days after the date of the request for additional information to provide such information. In the event a request for additional information is made, the thirty (30) day period to issue a written determination shall be stayed. The ARC shall issue a written determination within thirty (30) days after receipt of the additional information. If the applicant fails to provide the requested additional information within said fifteen (15) day period, the ARC shall issue a written determination within thirty (30) days after expiration of said fifteen (15) day period.

(d) The ARC is entitled to obtain information that is necessary to evaluate if a requested reasonable accommodation may be necessary because of a disability.

1. If an applicant's disability is obvious, or otherwise known to the ARC, and if the need for the requested accommodation is also readily apparent or known, then the ARC shall not request any additional information about the applicant's disability or the disability-related need for accommodation.
2. If the applicant's disability is known or readily apparent to the ARC, but the need for the accommodation is not readily apparent or known, the ARC may request only information that is necessary to evaluate the disability-related need for the accommodation.
3. If the applicant's disability is not obvious, the ARC may request reliable disability-related information that:

    a. is necessary to verify that the person meets the definition of disability,
    b. describes the needed accommodation, and
    c. shows the relationship between the person's disability and the need for the requested accommodation.

(e) Information provided to ARC for a request for accommodation under this section, shall be kept confidential, as permitted by law. The Department shall provide written notice to the applicant, and any

person designated by the applicant to represent the applicant in the application process, of any request received by the Department for disclosure of any information or documentation which the applicant submitted in applying for a reasonable accommodation pursuant to this section. The Department will provide reasonable cooperation with the applicant, to the extent allowed by law, in actions initiated by the applicant to oppose the disclosure of such information or documentation.

(5) *Findings for Reasonable Accommodation.*

(a) The following findings, while not exhaustive of all considerations and findings that may be relevant, shall be made before any action is taken to approve or deny a request for reasonable accommodation and shall be incorporated into the record relating to such approval or denial:

1. whether the accommodation requested may be necessary to afford one or more persons with disabilities equal opportunity to use and enjoy a specific dwelling;

    a. to show that a requested accommodation is necessary; there must be an identifiable relationship, or nexus, between the requested accommodation and the applicant's disability.

2. Whether the requested accommodation would impose undue financial or administrative burdens on the City;

(b) a request for reasonable accommodation, made pursuant to this section, shall be denied if it is found that:

1. the request for reasonable accommodation was not made by or on behalf of a person with a disability, or
2. there is no disability-related need for the accommodation, or
3. the requested reasonable accommodation is not reasonable.

    a. A request for reasonable accommodation is not reasonable if:

        i. the requested reasonable accommodation would impose an undue financial or administrative burden on the City, or
        ii. the requested reasonable accommodation would require a fundamental alteration to the City's zoning regulations.

(c) When a request for reasonable accommodation is denied, reasonable efforts shall be made to cooperate with the applicant to provide an alternative reasonable accommodation that will address the applicant's disability-related needs without resulting in a fundamental alteration to the City's zoning regulations or the imposition of an undue financial and administrative burden on the City.

1. If, after reasonable efforts, an alternative reasonable accommodation is not approved, the applicant's request for a reasonable accommodation shall be denied.

(d) Findings made, whether approving or denying the request for reasonable accommodation, shall be in writing and shall state the grounds thereof. All written determinations shall give notice of the right to appeal. The notice of determination shall be sent to the applicant by certified mail, return receipt requested and by regular mail.

(6) *Appeals.*

(a) Within thirty (30) days after the date the ARC mails a written adverse determination to the applicant, the applicant may appeal the adverse determination.

(b) Appeals shall be to the Board of Adjustment pursuant to Section 36-364. All determinations on appeal shall address and review the findings made by the ARC pursuant to this section.

(c) The Department shall provide reasonable assistance necessary to an applicant wishing to appeal a denial of a request for reasonable accommodation to the Board of Adjustment. The applicant is entitled to be represented at all stages of the proceedings identified in this Section by a person designated by the applicant.

(7) *Fees***.** The City shall not impose any fees or costs in connection with a request for reasonable accommodation under the provisions of this Section or an appeal of a denial of such request by the ARC. Nothing in this ordinance obligates the City to pay an applicant's attorney fees or costs.

(8) *Stay of Enforcement***.** While an application for reasonable accommodation or appeal of a denial of said application is pending, the City will not enforce the zoning ordinance against the applicant.

(9) *Record-keeping.* The City shall maintain records of all oral and written requests submitted under the provisions of this Section, and the City's

responses thereto, as required by state law.

Section 2 – Savings Clause. Nothing in this ordinance shall be construed to affect any suit or proceeding now pending in any court or any rights acquired or liability incurred nor any cause or causes of action accrued or existing, under any act or ordinance repealed hereby, or shall any right or remedy of any character be lost, impaired, or affected by this ordinance.

Section 3 – Severability Clause. If any section, subsection, sentence, clause, or phrase of this ordinance is for any reason held to be invalid, such decision shall not affect the validity of the remaining portions of this ordinance. The Council hereby declares that it would have adopted the ordinance and each section, subsection, sentence, clause, or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared invalid.

Section 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 NO: 2016-060

FILED: 03-15-16

ORIGINATING DEPARTMENT: Planning and Development

PURPOSE: To add a new Section 36-336, Reasonable Accommodation Policy and Procedure, to Division 3, Subdivision I., Administration and Enforcements, of the Zoning Ordinance that will provide a reasonable accommodation policy and procedure for persons with disabilities (Staff recommends approval).

BACKGROUND INFORMATION:

ZONING ORDINANCE TEXT AMENDMENT – REASONABLE ACCOMMODATION POLICY AND PROCEDURE AMENDMENTS

Planning and Zoning Commission initiated amendments to the off-street parking requirements and other related sections of the Zoning Ordinance to allow review and consideration for persons with disabilities at their meeting on October 3, 2013.

The Federal Fair Housing Act requires the City to apply its regulations in a manner that does not discriminate against persons with disabilities. The City is required by Federal law to provide “reasonable accommodation”, and Building Development Services currently applies that standard to requests received for modification to single-family dwellings for medical needs. The City has informally handled these on a case by case basis. The implementation of this procedure brings us into compliance with accepted practice.

The proposed amendment will allow the Director of Building Development Services and/or the Administrative Review Committee (ARC) the ability to grant exemptions to the Zoning Ordinance requirements to make reasonable accommodations for persons with disabilities following the requirements in Exhibit A. These amendments will replace the current Administrative Ruling (2011) and City Council resolution (2004) that BDS currently uses in these situations. Any appeals of ARC’s decisions would go to the Board of Adjustment for a public hearing.

The Development Issues Input Group (DIIG), Downtown Springfield Association (DSA), Environmental Advisory Board (EAB) and all registered Neighborhood Associations were notified of these amendments.

Supports the following Field Guide 2030 goal(s): Chapter 7, Housing; Major Goal 2, Promote diversity of housing types in development and redevelopment patterns; Objective 2a, Remove barriers to innovative design concepts.

FINDINGS FOR STAFF RECOMMENDATION:

1. The proposed amendment will allow staff the ability to make reasonable accommodations for persons with disabilities following certain requirements.

2. Objective 17 of the Growth Management and Land Use element of the Comprehensive Plan states that Springfield should work to ensure a wide range of choices in living arrangements throughout the urbanized area.

REMARKS:

The Planning and Zoning Commission held a public hearing on March 3, 2016, and recommended approval, by a vote of 5 to 0, of the proposed changes to the Zoning Ordinance described in “Exhibit A.”

The Planning and Development Staff recommends approval of the proposed amendments in “Exhibit A.”

Submitted by:

R. Daniel Neal

Recommended by:

Mary Lilly Smith

Mary Lilly Smith, Director

Approved by:

Greg Burris

Greg Burris, City Manager

Exhibit A, Proposed Changes to Zoning Ordinance Redlined Version
Exhibit B, Record of Proceedings

Exhibit A

PROPOSED CHANGES TO ZONING ORDINANCE REDLINED VERSION
REASONABLE ACCOMMODATION POLICY AND PROCEDURE AMENDMENTS

NOTE: Language to be added is underlined.

36-336. Reasonable Accommodation Policy and Procedure**.**

(1) *Purpose and Scope.* This Section implements the policy of the City of Springfield, Missouri on requests for reasonable accommodation in its rules, policies and procedures for persons with disabilities. Any person with a disability may request a reasonable accommodation with respect to the land use or zoning laws, rules, policies, practices or procedures of the City pursuant to this Section. Nothing in this Section requires persons with disabilities or operators of group homes for persons with disabilities which are operating in accordance with applicable zoning, licensing, and land use laws, to seek reasonable accommodation under this Section.

(2) *Definitions.* For the purposes of this Section the following definitions shall apply, unless specifically defined in this section all terms have the same meaning as contained in 36-321:

(a) *Applicant*. An individual, group or entity making a request for reasonable accommodation pursuant to this Section. This definition shall also include the disabled person making said request or a person acting on behalf of, and at the request of said disabled person.

(b) *City.* The City of Springfield, Missouri.

(c) *Department*. The Department of Building Development Services of the City.

(d) *Disabled Person*. Any individual: (1) with a physical or mental impairment that substantially limits one or more major life activities; (2) individuals who are regarded as having such an impairment; and (3) individuals with a record of such an impairment.

(e) *Major Life Activity*. Those activities that are of central importance to daily life, such as seeing, hearing, walking, breathing, performing manual tasks, caring for one's self, learning, and speaking. This list of major life activities is not exhaustive.

(f) *Physical or Mental Impairment.* Includes, but is not limited to, orthopedic, visual, speech, and hearing impairments, cerebral palsy, autism, epilepsy, muscular dystrophy, multiple sclerosis, cancer, heart disease, diabetes, Human Immunodeficiency Virus infection, mental retardation, emotional illness, drug addiction (other than addiction caused by current, illegal use of a controlled substance), and alcoholism.

(g) *Reasonable Accommodation.* Means a change, exception, or adjustment to a rule, policy, practice, or service that may be necessary for a person with a disability to have an equal opportunity to use and enjoy a dwelling.

(h) *Substantially Limits.* Means that an individual's limitation is "significant" or to a "large degree".

(i) *Zoning Ordinance.* The City of Springfield, Missouri Zoning Ordinance, as defined in 36-300.

(3) *Requesting Reasonable Accommodations.*

(a) In order to make a dwelling available to one or more individuals with disabilities, an applicant may request a reasonable accommodation relating to the various land use or zoning rules, policies, practices or procedures of the City applicable to such housing.

1. A request by an applicant for reasonable accommodation made pursuant to this Section shall be made in writing or orally to the Director of the Department.
2. When making a request for a reasonable accommodation pursuant to this section, an applicant shall provide:

a. the name and address of the owner of the property, if other than the applicant; and
b. explain the type of accommodation requested; and
c. explain the relationship between the requested accommodation and the disability, if the need for the accommodation is not readily apparent.

(b) All requests for reasonable accommodation made pursuant to this Section shall be made in a manner that a reasonable person would understand to be a request for an exception, change, or adjustment to a rule, policy, practice, or service because of a disability.

(c) The Department shall provide reasonable assistance necessary to an applicant in making a request for reasonable accommodation throughout the process.

(4) *Procedure.*

(a) The Director of the Department shall make an initial review of the request for reasonable accommodation upon receipt of such a request. The Director may approve a request for reasonable accommodation upon the information provided in the application, if all the requirements needed to grant a request for reasonable accommodation are met by the application. The Director may make such investigation or request such information from the applicant, as

provided herein, to determine the disposition of the application.

1. The request for reasonable accommodation shall be forwarded to the Administrative Review Committee (ARC) when:

    a. the Director does not have the authority to grant the request for reasonable accommodation, or
    b. the Director fails to grant the request for reasonable accommodation within thirty (30) days of the receipt of the request.

2. Nothing in this section shall prohibit the Director from consulting with the ARC regarding requests for reasonable accommodation or from consulting with the applicant to supplement their application, if possible.

(b) The ARC, as established in Section 36-352, shall have the authority to consider and act on requests for reasonable accommodation. The ARC shall issue a written determination within thirty (30) after receiving the request for reasonable accommodation from the Director of the Department, and may: (1) grant the accommodation request; or, (2) deny the request.

1. ARC may approve a request for reasonable accommodation upon the information provided in the application, if all the requirements of the request for a reasonable accommodation are met by the application, without meeting with the applicant.
2. In no event shall the ARC deny a request for reasonable accommodation without the applicant being afforded an opportunity to meet with the ARC.

(c) If reasonably necessary to reach a determination on the request for reasonable accommodation, the ARC may, prior to the end of said thirty (30) day period, request additional information from the applicant, specifying in detail what information is required. The applicant shall have fifteen (15) days after the date of the request for additional information to provide such information. In the event a request for additional information is made, the thirty (30) day period to issue a written determination shall be stayed. The ARC shall issue a written determination within thirty (30) days after receipt of the additional information. If the applicant fails to provide the requested additional information within said fifteen (15) day period, the ARC shall issue a written determination within thirty (30) days after expiration of said fifteen (15) day period.

(d) The ARC is entitled to obtain information that is necessary to evaluate if a requested reasonable accommodation may be

necessary because of a disability.

1. If an applicant's disability is obvious, or otherwise known to the ARC, and if the need for the requested accommodation is also readily apparent or known, then the ARC shall not request any additional information about the applicant's disability or the disability-related need for accommodation.
2. If the applicant's disability is known or readily apparent to the ARC, but the need for the accommodation is not readily apparent or known, the ARC may request only information that is necessary to evaluate the disability-related need for the accommodation.
3. If the applicant's disability is not obvious, the ARC may request reliable disability-related information that:

    a. is necessary to verify that the person meets the definition of disability,
    b. describes the needed accommodation, and
    c. shows the relationship between the person's disability and the need for the requested accommodation.

(e) Information provided to ARC for a request for accommodation under this section, shall be kept confidential, as permitted by law. The Department shall provide written notice to the applicant, and any person designated by the applicant to represent the applicant in the application process, of any request received by the Department for disclosure of any information or documentation which the applicant submitted in applying for a reasonable accommodation pursuant to this section. The Department will provide reasonable cooperation with the applicant, to the extent allowed by law, in actions initiated by the applicant to oppose the disclosure of such information or documentation.

(5) *Findings for Reasonable Accommodation.*

(a) The following findings, while not exhaustive of all considerations and findings that may be relevant, shall be made before any action is taken to approve or deny a request for reasonable accommodation and shall be incorporated into the record relating to such approval or denial:

1. whether the accommodation requested may be necessary to afford one or more persons with disabilities equal opportunity to use and enjoy a specific dwelling;

    a. to show that a requested accommodation is necessary;

there must be an identifiable relationship, or nexus, between the requested accommodation and the applicant's disability.

2. Whether the requested accommodation would impose undue financial or administrative burdens on the City;

(b) a request for reasonable accommodation, made pursuant to this section, shall be denied if it is found that:

1. the request for reasonable accommodation was not made by or on behalf of a person with a disability, or
2. there is no disability-related need for the accommodation, or
3. the requested reasonable accommodation is not reasonable.

a. A request for reasonable accommodation is not reasonable if:

i. the requested reasonable accommodation would impose an undue financial or administrative burden on the City, or
ii. the requested reasonable accommodation would require a fundamental alteration to the City's zoning regulations.

(c) When a request for reasonable accommodation is denied, reasonable efforts shall be made to cooperate with the applicant to provide an alternative reasonable accommodation that will address the applicant's disability-related needs without resulting in a fundamental alteration to the City's zoning regulations or the imposition of an undue financial and administrative burden on the City.

1. If, after reasonable efforts, an alternative reasonable accommodation is not approved, the applicant's request for a reasonable accommodation shall be denied.

(d) Findings made, whether approving or denying the request for reasonable accommodation, shall be in writing and shall state the grounds thereof. All written determinations shall give notice of the right to appeal. The notice of determination shall be sent to the applicant by certified mail, return receipt requested and by regular mail.

(6) *Appeals.*

(a) Within thirty (30) days after the date the ARC mails a written adverse determination to the applicant, the applicant may appeal the adverse determination.

(b) Appeals shall be to the Board of Adjustment pursuant to Section 36-364. All determinations on appeal shall address and review the findings made by the ARC pursuant to this section.

(c) The Department shall provide reasonable assistance necessary to an applicant wishing to appeal a denial of a request for reasonable accommodation to the Board of Adjustment. The applicant is entitled to be represented at all stages of the proceedings identified in this Section by a person designated by the applicant.

(7) *Fees***.** The City shall not impose any fees or costs in connection with a request for reasonable accommodation under the provisions of this Section or an appeal of a denial of such request by the ARC. Nothing in this ordinance obligates the City to pay an applicant's attorney fees or costs.

(8) *Stay of Enforcement***.** While an application for reasonable accommodation or appeal of a denial of said application is pending, the City will not enforce the zoning ordinance against the applicant.

(9) *Record-keeping.* The City shall maintain records of all oral and written requests submitted under the provisions of this Section, and the City's responses thereto, as required by state law.

Exhibit B

RECORD OF PROCEEDINGS
Planning and Zoning Commission March 3, 2016

Reasonable Accommodation Amendments
Citywide
Applicant: City of Springfield

Mr. Hosmer stated that this is a request to add a new section 36-336, Reasonable Accommodation Policy Procedure to Division 3, Subsection 1, Administration and Enforcement of the Zoning Ordinance. Planning and Zoning Commission initiated amendments to the off-street parking requirements and other related sections of the Zoning Ordinance to allow review and consideration for persons with disabilities at their meeting on October 3, 2013. The Federal Fair Housing Act requires the City to apply its regulations in a manner that does not discriminate against persons with disabilities. The City is required by Federal law to provide "reasonable accommodation", and Building Development Services currently applies that standard to requests received for modification to single-family dwellings for medical needs. The City has informally handled these on a case by case basis. The implementation of this procedure brings us into compliance with accepted practices. The proposed amendment will allow the Director of Building Development Services and/or the Administrative Review Committee (ARC) the ability to grant exemptions to the Zoning Ordinance requirements to make reasonable accommodations for persons with disabilities following the requirements.
These amendments will replace the current Administrative Ruling (2011) and City Council resolution (2004) that BDS currently uses in these situations. Any appeals of ARC's decisions would go to the Board of Adjustment for a public hearing.

Ms. Cox asked if all requests for reasonable accommodations have to be accompanied by an official statement, i.e., doctor, prescription, or other prescribed requirements that allow for that accommodation and how long is the process.

Mr. Hosmer stated that it would be on a case by case basis and would need to meet ADA requirements and the process could take as little as a few minutes.

Mr. Baird asked where the language came from.

Mr. Hosmer stated that Greene County had adopted a similar procedure, but the City has worked with the Law Department for the appropriate language.

Mr. Ray opened the public hearing.

No member of the public spoke.

Mr. Ray closed the public hearing.

COMMISSION ACTION:
Ms. Cox motions that we approve Reasonable Accommodation Amendments (Citywide). Mr. Baird seconded the motion. The motion carried as follows: Ayes: Ray, Doennig, Baird, Shuler, and Cox. Nays: None. Abstain: None. Absent: Cline, Rose, and Edwards

Bob Hosmer, AICP
Principal Planner

One-rdg. _____
P. Hrngs. X
Pgs. 7
Filed: 03-15-16

Sponsored by: Fisk

First Reading: _____ Second Reading: _____

COUNCIL BILL NO. 2016- 061 GENERAL ORDINANCE NO. _____

AN ORDINANCE

AMENDING Chapter 36 of the Springfield City Code, known as the Land Development Code, Article III, Zoning Regulations, Division 3, Administration, Enforcement, and Review, Subdivision II, Commissions and Boards, Section 36-350, Planning and Zoning Commission, subsection (1), Composition of Commission.

_____

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

Note: Underlined language is to be added. ~~Stricken~~ language is to be removed.

Section 1 – Chapter 36 of the Springfield City Code, known as the Land Development Code, Article III, Zoning Regulations, Division 3, Administration, Enforcement, and Review, Subdivision II, Commissions and Boards, Section 36-350 is hereby amended as follows:

Sec. 36-350. - Planning and zoning commission.

(1) *Composition of commission.* The planning and zoning commission shall be constituted in accordance with Section 11.1, Article XI, Springfield City Charter. Members shall be appointed by the city council and shall serve without compensation. Members appointed on or after October 12, 2015, shall hold office for a term of four years. Members may be reappointed ~~for a maximum of two, four year terms.~~ , however, no person shall be appointed for more than two consecutive four-year terms. The commission shall elect a chairman from its appointed members.

Section 2 – Savings Clause. Nothing in this ordinance shall be construed to affect any suit or proceeding now pending in any court or any rights acquired or liability incurred nor any cause or causes of action accrued or existing, under any act or ordinance repealed hereby, 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. The Council hereby declares that it would have adopted the ordinance and each section, subsection, sentence, clause, or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared invalid.

Section 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 NO: 2016-061

FILED: 03-15-16

ORIGINATING DEPARTMENT: Planning and Development

PURPOSE: To amend Subsection 36-350 (1) term limits for Planning and Zoning Commission. (Staff and Planning and Zoning Commission recommend approval.)

BACKGROUND INFORMATION:

ZONING ORDINANCE TEXT AMENDMENT – TERM LIMITS FOR PLANNING AND ZONING COMMISSION

Planning and Zoning Commission initiated the amendments to the term limits for Planning and Zoning Commission at their meeting on February 4, 2016.

Currently, the Planning and Zoning Commission members shall be appointed for a maximum of two, four year terms (see attached Zoning Ordinance language).

Staff proposes removing the maximum two term limit. Currently there are no limits on the number of terms citizens may serve on some of the other City boards and commissions. This amendment will provide for consistency in term limits across City boards and commissions as well as eliminate the lifetime two-term limit for the Planning and Zoning Commission.

The Development Issues Input Group (DIIG), Downtown Springfield Association (DSA), Environmental Advisory Board (EAB) and all registered neighborhood associations were notified of these amendments and have made no objections to date.

Supports the following Field Guide 2030 goal(s): Chapter 6, Growth Management and Land Use; Major Goal 4, Develop the community in a sustainable manner.

RECOMMENDATIONS:

The Planning and Zoning Commission held a public hearing on March 3, 2016, and recommended approval, by a vote of 5 to 0, of the proposed changes to the Zoning Ordinance described in “Exhibit A-2.”

The Planning and Development Staff recommends approval of the proposed amendments on “Exhibit A-2.”

FINDINGS FOR STAFF RECOMMENDATION:

1. The proposed amendments will bring the Planning and Zoning Commission term limits into compliance with other boards and commission membership in the City.

Staff recommends approval.

Submitted by:

Bob Hosmer, AICP Principal Planner

Recommended by:

Mary Lilly Smith, Director

Approved by:

Greg Burris, City Manager

EXHIBITS:

Exhibit A-1, Amendments to the term limits for Planning and Zoning Commission proposed changes redlined version
Exhibit A-2, Amendments to the term limits for Planning and Zoning Commission final language after proposed changes
Exhibit A-3, Amendments to the term limits for Planning and Zoning Commission existing language in Zoning Ordinance

EXHIBIT A-1

AMENDMENTS TO THE TERM LIMITS FOR PLANNING AND ZONING COMMISION
PROPOSED CHANGES TO ZONING ORDINANCE REDLINED VERSION

Note: Language to be added is underlined, language to be removed is ~~strikethrough~~

Sec. 36-350. - Planning and zoning commission.

(1) *Composition of commission.* The planning and zoning commission shall be constituted in accordance with Section 11.1, Article XI, Springfield City Charter. Members shall be appointed by the city council and shall serve without compensation. Members appointed on or after October 12, 2015, shall hold office for a term of four years. Members may be reappointed ~~for a maximum of two, four year terms.~~ ,however, no person shall be appointed for more than two consecutive four-year terms. The commission shall elect a chairman from its appointed members.

EXHIBIT A-2

AMENDMENTS TO THE TERM LIMITS FOR PLANNING AND ZONING COMMISION
FINAL LANGUAGE AFTER PROPOSED CHANGES

Sec. 36-350. - Planning and zoning commission.

(1) *Composition of commission.* The planning and zoning commission shall be constituted in accordance with Section 11.1, Article XI, Springfield City Charter. Members shall be appointed by the city council and shall serve without compensation. Members appointed on or after October 12, 2015, shall hold office for a term of four years. Members may be reappointed, however, no person shall be appointed for more than two consecutive four-year terms. The commission shall elect a chairman from its appointed members.

EXHIBIT A-3

AMENDMENTS TO THE TERM LIMITS FOR PLANNING AND ZONING COMMISION
EXISTING LANGUAGE IN ZONING ORDINANCE

Sec. 36-350. - Planning and zoning commission.

(1) Composition of commission. The planning and zoning commission shall be constituted in accordance with Section 11.1, Article XI, Springfield City Charter. Members shall be appointed by the city council and shall serve without compensation. Members appointed on or after October 12, 2015, shall hold office for a term of four years. Members may be reappointed for a maximum of two, four-year terms. The commission shall elect a chairman from its appointed members.

One-rdg. _____
P. Hrngs. X
Pgs. 7
Filed: 03-15-16

Sponsored by: Fulnecky

First Reading: _____ Second Reading: _____

COUNCIL BILL NO. 2016- 062 GENERAL ORDINANCE NO. _____

AN ORDINANCE

AMENDING Chapter 36 of the Springfield City Code, known as the Land Development Code, Article III, Zoning Regulations, Division 3, Administration, Enforcement, and Review, Subdivision II, Commissions and Boards, Section 36-353, Landmarks Board by amending subsection (3), Terms of membership.

_____

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

Note: Underlined language is to be added. ~~Stricken~~ language is to be removed

Section 1 – Chapter 36 of the Springfield City Code, known as the Land Development Code, Article III - Zoning Regulations, Division 3 - Administration, Enforcement, and Review, Subdivision II - Commissions and Boards, Section 36-353 Landmarks board, Subsection (3), Terms of Membership, is hereby amended as follows:

Sec. 36-353. - Landmarks board.

(3) *Terms of membership.* Each board member ~~may~~shall serve a ~~maximum of two~~, three-year term~~s~~. Members may be reappointed; however, no person shall be appointed for more than two consecutive three-year terms. Members may also be appointed to fill the remainder of vacant terms.

Section 2 – Savings Clause. Nothing in this ordinance shall be construed to affect any suit or proceeding now pending in any court or any rights acquired or liability incurred nor any cause or causes of action accrued or existing, under any act or ordinance repealed hereby, 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. The Council hereby declares that it would have adopted the ordinance and each section, subsection, sentence, clause, or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared invalid.

Section 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 NO: 2016-062

FILED: 03-15-16

ORIGINATING DEPARTMENT: Planning and Development

PURPOSE: To amend Subsection 36-353 (3) term limits for Landmarks Board members. (Staff and Planning and Zoning Commission recommend approval.)

BACKGROUND INFORMATION: ZONING ORDINANCE TEXT AMENDMENT – TERM LIMITS FOR LANDMARKS BOARD MEMBERS

Planning and Zoning Commission initiated the amendments to the terms limits for Landmarks Board members at their meeting on February 4, 2016.

Currently, Landmarks Board members may serve a maximum of two, three-year terms (see attached Zoning Ordinance language).

Staff proposes removing the maximum two term limits. Currently there is no limit on the number of terms citizens may serve on some City boards and commissions. This amendment will provide for consistency in term limits across City boards and commissions as well as eliminate the lifetime two-term limit.

The Development Issues Input Group (DIIG), Downtown Springfield Association (DSA), Environmental Advisory Board (EAB) and all registered neighborhood associations were notified of these amendments and have made no objections to date.

Supports the following Field Guide 2030 goal(s): Chapter 6, Growth Management and Land Use; Major Goal 4, Develop the community in a sustainable manner.

RECOMMENDATIONS:

The Planning and Zoning Commission held a public hearing on March 3, 2016, and recommended approval, by a vote of 5 to 0, of the proposed changes to the Zoning Ordinance described in “Exhibit A-2.”

The Planning and Development Staff recommends approval of the proposed amendments on “Exhibit A-2.”

FINDINGS FOR STAFF RECOMMENDATION:

1. The proposed amendments will bring the Landmarks Board term limits into compliance with other boards and commission membership in the City.

REMARKS:

Staff recommends approval.

Submitted by:

Bob Hosmer, AICP Principal Planner

Recommended by:

Mary Lilly Smith, Director

Approved by:

Greg Burris, City Manager

EXHIBITS:

Exhibit A-1, Amendments to the term limits for landmarks board members proposed changes redlined version
Exhibit A-2, Amendments to the term limits for landmarks board members final language after proposed changes
Exhibit A-3, Amendments to the term limits for Landmarks Board members existing language in Zoning Ordinance

EXHIBIT A-1

AMENDMENTS TO THE TERM LIMITS FOR LANDMARKS BOARD MEMBERS
PROPOSED CHANGES TO ZONING ORDINANCE REDLINED VERSION

Note: Language to be added is underlined, language to be removed is ~~strikethrough~~

Sec. 36-353. - Landmarks board.

(3) Terms of membership. Each board member ~~may~~ shall serve a ~~maximum of two~~, three-year term~~s~~. Members may be reappointed, however; no person shall be appointed for more than two consecutive three-year terms. Members may also be appointed to fill the remainder of vacant terms.

EXHIBIT A-2

AMENDMENTS TO THE TERM LIMITS FOR LANDMARKS BOARD MEMBERS
FINAL LANGUAGE AFTER PROPOSED CHANGES

Sec. 36-353. - Landmarks board.

(3) Terms of membership. Each board member shall serve a three-year term. Members may be reappointed; however, no person shall be appointed for more than two consecutive three-year terms. Members may also be appointed to fill the remainder of vacant terms.

EXHIBIT A-3

AMENDMENTS TO THE TERM LIMITS FOR LANDMARKS BOARD MEMBERS
EXISTING LANGUAGE IN ZONING ORDINANCE

Sec. 36-353. - Landmarks board.

(3) Terms of membership. Each board member may serve a maximum of two, three-year terms. Members may also be appointed to fill the remainder of vacant terms.

One-rdg. _____
P. Hrngs. X
Pgs. 61
Filed: 03-15-16

Sponsored by: Schilling

First Reading: _____ Second Reading: _____

COUNCIL BILL NO. 2016- 063 SPECIAL ORDINANCE NO. _____

AN ORDINANCE

DECLARING the area generally located along the east side of South Market Avenue, between West Mount Vernon Street and West Harrison Street, as a blighted area pursuant to the Land Clearance for Redevelopment Authority Law. (The Land Clearance for Redevelopment Authority (LCRA) recommends denial. Staff recommends approval.)

_____

WHEREAS, the City, pursuant to Section 99.300, RSMo, et seq., (the "Act") has duly created the LCRA of the City of Springfield, Missouri, (the "Authority") and vested in `said Authority the powers authorized by State law; and

WHEREAS, the Authority is authorized by the Act to prepare development plans for the elimination of slums and urban blight and to improve social and economic conditions; and

WHEREAS, a Blight Report dated February 17, 2016, attached hereto and incorporated herein as "Attachment 1," has been prepared and submitted to the Authority for their consideration; and

WHEREAS, City staff recommended to the Authority to declare the area generally located along the east side of South Market Avenue, between West Mount Vernon Street and West Harrison Street as blighted; and

WHEREAS, after duly considering the Blight Report, the Board of Commissioners of the Authority recommended denial of a declaration of blight at its meeting of March 1, 2016, with a vote of 3 in favor of recommending denial of the declaration of blight and 0 against; and

WHEREAS, City Council held a public hearing on March 21, 2016, for which notice was properly given in accordance with Section 99.430.1(8), RSMo, and all interested parties, including affected political subdivisions, were given the opportunity to be heard on such request; and

WHEREAS, City Council, after all interested parties were given an opportunity to be heard, has elected to approve a declaration of blight for the area generally located along the east side of South Market Avenue, between West Mount Vernon Street and West Harrison Street.

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

Section 1 – It is hereby found, determined, and declared that the area generally located along the east side of South Market Avenue, between West Mount Vernon Street and West Harrison Street and more particularly described in the Blight Report attached as “Attachment 1,” which is incorporated herein by reference, contains and has a predominance of insanitary or unsafe conditions, deterioration of site improvements, obsolete platting, the existence of unsafe conditions which endanger life or public health including the danger of fire, and generally insanitary, blighted, deteriorated real estate as described in the Act for the reasons set forth in said Blight Report, and that the area is therefore blighted.

Section 2 – City Council is cognizant of the requirement of the Act pertaining to a workable program for community improvement by utilizing public and private resources to eliminate and prevent slums and the spread of blight within the City.

Section 3 - 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 NO. 2016-_063__

FILED:_03-15-16

ORIGINATING DEPARTMENT**:** Planning and Development

PURPOSE: To adopt an ordinance declaring an area generally located along the east side of South Market Avenue between West Mount Vernon Street and West Harrison Street a blighted area, pursuant to Sections 99.300-99.715, RSMo, of the Land Clearance for Redevelopment Authority Law (LCRA Law). (The Land Clearance for Redevelopment Authority (LCRA) recommends denial. Staff recommends approval.)

BACKGROUND: In December 2015, WPV, LLC (the "Applicant") acquired a 0.197 acre parcel of land generally located along the east side of South Market Avenue between West Mount Vernon Street and West Harrison Street (616 South Market Avenue) with the intent of redeveloping it for low-density multi-family residential use. The property is currently occupied by a dilapidated three-unit apartment building that was originally constructed in 1888 as a single-family residential structure. It has a well-documented history of nuisance complaints and code violations, which include broken windows and doors, vermin, trash, tall weeds, and squatters. The prevalence and severity of such violations have resulted in the City declaring the property a dangerous building and issuing an abatement order requiring the property to be demolished by no later than May 3, 2016.

The Applicant plans to submit a redevelopment plan pursuant to Sections 99.300-99.715, RSMo, the LCRA Law, in order to facilitate redevelopment of the subject property. The LCRA Law provides incentives to encourage investment and the removal of blight within Council-approved redevelopment areas. Pursuant to the Law, the LCRA may authorize partial real property tax abatement for projects that conform to an approved redevelopment plan and are located within an area that City Council has declared as blighted. Partial real property tax abatement is based on 100% of the increase in the assessed value of land and improvements for 10 years.

The Applicant is currently in the process of preparing the redevelopment plan for the subject property and acquiring the necessary permits and approvals for the pending demolition, as ordered by the City. In the meantime, the Applicant has submitted a blight report for the subject property "Attachment 1," and requests that it be declared a blighted area.

Section 99.320 (3), RSMo defines a "blighted area" as:

> *An area which, by reason of the predominance of defective or inadequate street layout, insanitary or unsafe conditions, deterioration of site improvements, improper subdivision or obsolete platting, or the existence*

of conditions which endanger life or property by fire and other causes, or any combination of such factors, retards the provision of housing accommodations or constitutes an economic or social liability or a menace to the public health, safety, morals or welfare in its present condition and use.

The blight report provides evidence, including photographs and documentation of ongoing City code enforcement, to support a designation of blight. It identifies instances of deterioration of site improvements, insanitary and unsafe conditions, and conditions that endanger life or property by fire or other causes. The report claims the presence of these conditions retards the provision of housing accommodations and constitutes an economic and social liability and a menace to the public health, safety, morals, and welfare.

The LCRA reviewed the blight report at their March 1, 2016 meeting and recommended against declaring this area a blighted area by a vote of 3 to 0. The LCRA recommended denial primarily on the basis that the property can be deemed “vacant land,” since the structure is scheduled for demolition by May 3, 2016 as per the City’s abatement order, and the Applicant acquired the property knowing that the building would soon be demolished.

Staff believes the blight report sufficiently demonstrates that subject property meets the definition of a blighted area in its present condition and use, as the statute requires. The fact that the City has declared it a dangerous building and ordered it to be demolished further reinforces the claim that it is blighted. The demolition order must be carried out at the property owner's expense, just like the demolitions of many other dilapidated structures, which take place after blight designations are approved by City Council. Such demolition is often necessary to facilitate redevelopment, which is the intent of the LCRA.

This Bill supports the following *Field Guide 2030* goal(s): Chapter 3, Economic Development; Major Goal 7, Continue the development and revitalization of center city Springfield.

REMARKS: The LCRA recommends denial. Staff recommends approval.

Submitted by:

Matt D. Schaefer
Senior Planner

Mary Lilly Smith
Director, Planning and Development

Greg Burris
City Manager

Attachment 1

BLIGHT REPORT

FOR 616 SOUTH MARKET Ave.

SPRINGFIELD, MISSOURI

February 17, 2016

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Blight Report
for 616 South Market

I. General:

The Land Clearance for Redevelopment Authority Law (the "LCRA Law") is set forth in Sections 99.300 through 99.660 of the Missouri Revised Statutes and was enacted in 1951 to help local municipalities eradicate "blighted areas" in the community and to encourage rehabilitation and redevelopment of those areas by private enterprise. Through the LCRA Law, municipalities and private citizens are able to work together to achieve the goal of fostering economic opportunities and improving property values in cities throughout Missouri.

The LCRA Law defines "blighted area" as an area which, by reason of the predominance of (1) defective or inadequate street layout, (2) insanitary or unsafe conditions, (3) deterioration of site improvements, (4) improper subdivision or obsolete platting, or (5) the existence of conditions which endanger life or property by fire and other causes, or any combination of such factors, (a) hinders the provision of housing accommodations, (b) constitutes an economic or social liability, or (c) constitutes a menace to the public health, safety, morals, or welfare in its present condition and use.[1] Missouri courts have determined that a finding of blight is proper where, when considering an area in its present condition and use, a predominance of factors listed in the first half of Section 99.320(3) above results in one of the circumstances named in the second half of this Section.[2]

II. Introduction:

This Blight Report for 616 South Market Ave., Springfield, Missouri 65806 (the "Property") is being submitted by WPV, LLC, a Missouri limited liability company (the "Developer"), for the purpose of demonstrating that the Property should be declared blighted pursuant to the LCRA Law. This Blight Report will demonstrate that the Property is a "blighted area" under the LCRA Law due to the predominance of (1) deterioration of site improvements; (2) insanitary and unsafe conditions; and (3) the existence of conditions which endanger life and property by fire or other causes. Because of the aforementioned conditions, the Property constitutes an economic and social liability and a menace to the public health, safety, morals, and welfare in its present condition and use.

III. Background:

In December 2015, the Developer acquired the Property and improvements. The Developer will remediate blight and redevelop the area. There is one aging residential structure located on the Property (the "House"). The House was constructed in 1888 and consists of approximately 2,000 square feet. Prior to the Developer's ownership, the House was an income producing rental property and subdivided into a triplex, but has been vacant since approximately December 2014.

[1] *See* Mo. Rev. Stat. § 99.320(3).
[2] *See Land Clearance for Redevelopment Auth. of City of St. Louis v. Inserra*, 284 S.W.3d 641, 647-48 (Mo. App. E.D. 2009).

Although the Property is not currently blighted, the Property lies immediately adjacent to the South Central "A" Urban Renewal Area. This Urban Renewal Area has been blighted since 1964 when pursuant to Resolution No. 4282, the Springfield City Council (the "City Council") blighted an area generally bounded on the south by East Grand Street, on the east generally by the back lot lines of properties that face South Kimbrough Avenue, on the north by the Downtown Redevelopment Plan Area (with some portions that overlap), and on the west by South Market Avenue and then South Campbell Avenue. The City Council reaffirmed the blight for the Blighted Area pursuant to Resolution No. 4794 which was adopted in 1967. This Area includes the property immediately to the north of the Property, 424 W. Mount Vernon Street, and the properties immediately to the east of the Property, including 617 S. Campbell Avenue and 621 S. Campbell Avenue.

In addition to the close proximity of the Property to the blighted area within the South Central "A" Urban Renewal Area, less than a block to the south of the Property is the Grant Avenue Playground Urban Renewal Area. The Grant Avenue Playground Urban Renewal Area, which is generally bounded by W. State Street to the north, W. Grand Street to the south, S. Patton Avenue to the west, and S. Douglas Avenue to the west, was blighted in 1968 pursuant to Resolution No. 4909 and reaffirmed in 1976 pursuant to Special Ordinance No. 17406.

IV. Property Description:

The Property is approximately 0.1970 acres located on S. Market Ave., south of Mt. Vernon Street and north of Harrison Street. A map identifying the Property is attached hereto and incorporated herein as **Exhibit A** and the Property is legally described on **Exhibit B** attached hereto and incorporated herein.

V. Evidence in Support of Blight:

The Property is made up of one tract of land that is zoned Residential Low Density (R-LD) and consists of the vacant House. In addition to the close proximity of the Property to the blighted areas within the South Central "A" Urban Renewal Area and the Grant Avenue Playground Urban Renewal Area, the City of Springfield has recognized the decrepit state of the House. Chris Straw, Director of Building Development Services, notified the Developer in an Abatement Order dated December 30, 2015 (the "Abatement Order")[3], that the House "is detrimental to city residents' health, safety, or welfare and is a public nuisance." Because the House is in such bad shape, the Abatement Order requires the demolition of the House by May 3, 2016.

Several additional factors evidencing the Property as a "blighted area" under section 99.320(3) of the Missouri Revised Statutes are discussed in detail below. Photographs demonstrating some of these factors are included in the Property Inspection Report (defined herein).

[3] The Notice of Public Nuisance and Order of Abatement is attached hereto as Exhibit C and Findings of Fact, Conclusions of Law and Order is attached hereto as Exhibit D.

A. *Deterioration of Site Improvements*.

In general, deterioration refers to any physical deficiencies or disrepair in buildings or site improvements requiring treatment or repair. Deterioration may be evident in basically sound buildings containing minor defects, such as lack of painting, loose or missing floor tiles or ceiling panels, or holes and cracks over limited areas. Deterioration which is not easily curable and which cannot be accomplished in the course of normal maintenance includes defects in primary and secondary building components. Primary building components include the foundation, exterior walls, floors, roof, wiring, etc. Secondary building components include doors, windows, frames, fascia materials, etc. Deterioration of sidewalks, parking areas, and other similar site improvements is evidenced by settled areas, gravel sections, cracks, overgrowth, or depressed curb areas.

As reflected by the Property Inspection Report February 2, 2016 and prepared by A-1 Home Inspection (the "Property Inspection Report"),[4] the Property as a whole suffers from deterioration, which is exhibited by defects in both primary and secondary building components.

For example, the foundation exhibits areas of deterioration and signs of past water intrusion and requires repair.[5] Other primary building components of the House show similar signs of deterioration. The roof is "badly deteriorated and shingles are beyond their normal life" requiring replacement.[6] Holes are present throughout areas of the floor, and require immediate repair for safety purposes.[7] Moreover, the House contains active knob and tube wiring and exposed wiring is present throughout.[8] Secondary building components are in a similar state of disrepair as the main level exterior door has been damaged beyond repair[9], every window is damaged and has broken glass requiring replacement[10], and the sidewalk is "badly damaged & deteriorated."[11]

B. *Unsanitary/ Unsafe Conditions*.

In addition to the general physical deterioration discussed above, the Property is also afflicted with a variety of insanitary and unsafe conditions. There is evidence of water damage in the House.[12] The dampness and moisture evidenced by the stains inside the Houses have likely facilitated the growth of mold which requires cleaning/removal by a professional.[13]

The basement stairs have insufficient railing, requiring the addition of covering/balusters for safety[14]. The hot water heater in the House also exhibits unsafe conditions, including cut

[4] The Property Inspection Report is attached hereto and incorporated herein as Exhibit E.
[5] Property Inspection Report at 8.
[6] Property Inspection Report at 11.
[7] Property Inspection Report at 24.
[8] Property Inspection Report at 18-19.
[9] Property Inspection Report at 21.
[10] Property Inspection Report at 21.
[11] Property Inspection Report at 4.
[12] Property Inspection Report at 8, 22, 25.
[13] Property Inspection Report at 10.
[14] Property Inspection Report at 10.

supply and gas lines, and a displaced flue pipe which will require significant repair.[15] The sewer lines in portions of the House are open and exposed.[16]

In addition, the House exhibits peeling, holes, cracks and other defects in the siding.[17] Dirt, insects, and vermin can enter the House through such openings, creating insanitary conditions. In addition, the House contains trash and debris[18] contributing to the insanitary condition of the structure and creating a potential fire hazard.

Furthermore, there is no furnace in the House, as it appears to have been stolen.[19] All supply and return vent piping has also been removed from the property.[20] Significant construction would be necessary to use any type of utility service at the House.

C. *Conditions that Endanger Life or Property by Fire or other Causes*.

Endangerment by fire and other causes is typically prevalent in structures below minimum building code standards. Such code standards include building, property maintenance, fire, environmental or other governmental codes applicable to a particular property. The principal purpose of such codes is to require buildings to be constructed and maintained so that they will have the capacity to support the type of occupancy and necessary fire and similar hazard protection or to establish the minimum standards essential for safe and sanitary use, occupation, and/or habitation.

The Property exhibits several conditions that may endanger life or property. As noted above, there are visible materials in the House showing mold/fungal growth. In addition, the exterior of the walls may contain lead paint.[21] Since the House was constructed long before 1978 when the use of lead based paint was banned in the United States, it is likely that layers of lead based paint are present. Lead is a highly toxic metal that may cause a range of health problems, especially in young children. When lead is absorbed into the body, it can cause damage to the brain and other vital organs, like the kidneys, nerves and blood.

The House also contains active knob and tube wiring.[22] Knob and tube was an early method of electrical wiring in buildings in North America from about 1880 to the 1940s. It is an ungrounded system, which creates a risk of electrical shock or fire. Today, this system is considered obsolete and can be a safety hazard, especially when improper modifications are made to the wiring. Due to the risk of fire associated with knob and tube wiring, many insurance companies will not insure houses containing this type of wiring. To fully eliminate these dangers, all of the existing knob and tub wiring must be removed and new wiring installed.

[15] Property Inspection Report at 15.
[16] Property Inspection Report at 14.
[17] Property Inspection Report at 5.
[18] Property Inspection Report at 9.
[19] Property Inspection Report at 15.
[20] Property Inspection Report at 16.
[21] Property Inspection Report at 5.
[22] Property Inspection Report at 18-19.

In addition to the dangerous disrepair of the House, it is also known to be frequently occupied by certain homeless individuals.[23] Combined with the unsanitary conditions of the House and the absence of utility services therein, the presence of these individuals makes the House highly susceptible to fire.

VI. Impact of the Property's Blighted Conditions:

Missouri law only requires that the current condition of a property produce one (1) of the three (3) following circumstances for a finding of blight: (1) it hinders the provision of housing accommodations, (2) it constitutes an economic or social liability, or (3) it is a menace to public health, safety, morals, and welfare. However, the combination of blighting factors plaguing the Property creates all three (3) of these circumstances.

The Property, which consists of a single vacant structure, a structure which the City has required its demolition, is significantly underutilized. This underutilization prevents the area from being used to maximize the number of residents who may live in the area. Because of the single-family structure located within the Property, the Property is incapable of supporting its highest and best use, which due to its proximity to MSU and downtown Springfield, is higher density housing. This hinders the provision of the housing accommodations that the area is capable of supporting, which in turn creates an economic liability for the City in that the Property is not generating the amount of taxes that it could otherwise produce. It also drastically limits the number of residents who could otherwise live within the area and contribute to the area's level of activity and growth.

The insanitary/unsafe site conditions present in the Property, which include mold, defective heating elements, and extensive dirt and debris create the potential to negatively impact the health, safety, and welfare of the public, which is specifically recognized in the Abatement Order. The presence of hazardous conditions, such as lead paint, mold, outdated knob and tube wiring, and open doors and windows poses a serious menace to public safety and health. Each of these factors contribute to the economic and social liability created by the area in that they cause a risk of physical injury to the City's citizens and damage to surrounding property. Furthermore, the downtrodden and deteriorated site conditions and underutilization of the Property diminish the public morale and welfare with respect to the perception of this portion of the City.

Due to the condition and layout of the Property, substantial capital investment will be necessary to remove the House and redevelop the area with multi-family housing. Without such an investment, the Property will further deteriorate and its economic efficiency will continue to decline and become an even greater liability to the economic independence of the City. This underutilization combined with the unsafe conditions in the Property hampers the economic vitality of the City by failing to generate property tax revenues for the City to its full potential and significantly limiting the number of people who can reside in the Property.

[23] A copy of the Service Call Report from Building Development Services dated August 20, 2015, is attached hereto and incorporated herein as Exhibit F.

VII. Conclusion:

Due to the predominance of insanitary and unsafe conditions, deterioration of site improvements, and the existence of conditions that endanger life and property by fire and other causes, the Property hinders the provision of housing accommodations, constitutes an economic and social liability, and is a menace to the public health, safety, morals, and welfare in its present condition and use. The Property qualifies as a "blighted area" as defined in section 99.320(3) of the Missouri Revised Statutes. Accordingly, the City of Springfield should declare the Property a blighted area which will in turn help to facilitate rehabilitating and renewing this portion of the City.

Exhibit A - Map of Property

- Map of Property

EXHIBIT B – LEGAL DESCRIPTION

A TRACT OF LAND BEING A PART OF THE NORTHEAST QUARTER (NE 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 23. TOWNSHIP 29 NORTH, RANGE 22 WEST BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS; COMMENCING AT AN EXISTING IRON PIN ON THE SOUTH RIGHT OF WAY LINE OF MT. VERNON STREET AND THE EAST RIGHT OF WAY LINE OF SAID MARKET AVENUE; THENCE SOUTH, 149.85 FEET (150.00 FEET DEEDED), ALONG THE EAST RIGHT OF WAY LINE OF SAID MARKET AVENUE, TO AN IRON PIN FOR A POINT OF BEGINNING; THENCE EAST AT A 91°09'41" ANGLE LEFT FROM THE LAST DESCRIBED COURSE, 155.00 FEET, TO AN IRON PIN; THENCE SOUTH, PARALLEL TO THE EAST RIGHT OF WAY LINE OF SAID MARKET AVENUE, 55.00 FEET, TO AN IRON PIN; THENCE WEST 155.00 FEET, TO AN IRON PIN ON THE EAST RIGHT OF WAY LINE OF SAID MARKET STREET; THENCE NORTH ALONG SAID EAST RIGHT OF WAY LINE OF MARKET STREET, 54.62 FEET, TO THE POINT OF BEGINNING. SUBJECT TO ANY AND ALL EASEMENTS AND RESTRICTIONS OF RECORD. ALL IN THE CITY OF SPRINGFIELD, GREENE COUNTY, MO.

EXHIBIT C – NOTICE OF PUBLIC NUISANCE AND ORDER OF ABATEMENT

EXHIBIT
5

NOTICE OF PUBLIC NUISANCE AND ORDER OF ABATEMENT
(Springfield City Code § 26-65)

October 20, 2015

FILE COPY

Kendrick Properties LLC
1703 Windmill Way
Republic, MO 65738-2622

RE: 616 S. MARKET AVE.
SVC2015-06186

The building or structure at the above-stated property violates Springfield's "Dangerous, Blighted, and Nuisance Building Code" (Springfield City Code §§ 26-61 through 26-84) because of these conditions:

1. Structure is vacant and open at doors and windows.
2. Structure boarded without required permit.

These conditions are detrimental to city residents' health, safety, or welfare and are a public nuisance. Specifically, these conditions violate the following paragraphs under *Springfield City Code § 26-62*:

26-62(5) Those which are unoccupied and are open at door, window, wall or roof. As used herein an "unoccupied" building is one which is not being continuously and lawfully inhabited for residential or any non-residential purpose. As used herein an unoccupied building is "open" at door, window, wall or roof when, because of removal, breakage, deterioration, destruction, or disrepair of original or replacement materials, the interior has become exposed to the elements or has become accessible for entry by animals, trespassers or others acting without the building owner's consent.

26-62(13) Those boarded buildings, as defined by Section 36-1218 of the Springfield City Code, that do not have a valid boarded building permit issued by the City of Springfield in accordance with Section 36-1229.

All of the above conditions must be corrected in accordance with all adopted building codes and ordinances. **Permits are required prior to any work done to correct these violations. The minimum permit fee will be $200.00**.

You must:

a) obtain a permit if you choose to recondition or repair your building or structure; or
b) apply for a permit if you choose to demolish your building or structure.

Additional permits may be required.

Department of Building Development Services
840 Boonville Avenue, P.O. Box 8368 • Springfield, Missouri 65801
417-864-1059 • Fax: 417-864-2042 • springfieldmo.gov

CITY OF Springfield

(Property owners may obtain building permits, but only licensed, certified contractors may obtain electrical, plumbing, and mechanical permits.)

Once you have the permit(s), you must begin reconditioning; repairing, or removing these conditions by **December 4, 2015**, and you must proceed continuously, without unnecessary delay. If you don't, an Administrative Hearing will be held in accordance with *Springfield City Code §§ 26-68.*

The structure must remain vacant until all of the above conditions are abated.

A "Notice of Administrative Hearing Affecting Real Estate" has been recorded in the Greene County Recorder's Office, which could have an effect on any future sale of the property.

Respectfully,

Bruce Gorman
Building Inspector

Cc: Houston M. Kendrick
(Borrower on DOT @ 2844/201)
9385 N. Springfield Valley Dr.
Pleasant Hope, MO 65725

Malinda K. Kendrick
(Borrower on DOT @ 2844/201)
9385 N. Springfield Valley Dr.
Pleasant Hope, MO 65725

Gary E. Bishop
(Trustee on DOT @ 2844/201)
1112 E. Walnut St.
Springfield, MO 65801-1072

Guaranty Federal Savings Bank
(Lender on DOT @ 2844/201)
1341 W. Battlefield
Springfield, MO 65807

Mackenzie Kay Kendrick
(Beneficiary Deed @ 2934/2471)
1714 Windmill Way
Republic, MO 65738

BG:ce

EXHIBIT D – FINDINGS OF FACT, CONCLUSIONS OF LAW, AND ORDER

December 30, 2015

WPV LLC
Philip Wieneke, Registered Agent
PO Box 2903
Springfield, MO 65801

RE: 616 S. MARKET AVE.
SVC2015-06186

The Abatement Order, including Findings of Fact and Conclusions of Law, for the above-referenced property is enclosed. Please keep in mind that this order is based on the evidence provided on the day of the hearing. Since then, you may have already started or finished the work required to comply with this order.

Please read this order carefully and thoroughly. It sets out compliance time frames and it lets you know what will happen to your property if you do not comply with this order.

Before you start any work, you must obtain all necessary permits. Property owners may get building permits, but only licensed, certified contractors can get electrical, plumbing, and mechanical permits. Demolition permits have a waiting period.

If you have any questions or do not understand the order, please contact Christi Edwards at 417-864-1068 before the end of your compliance time.

Sincerely,

Chris Straw
Hearing Officer

Department of Building Development Services
840 Boonville Avenue, P.O. Box 8368 • Springfield, Missouri 65801
417-864-1059 • Fax: 417-864-2042 • springfieldmo.gov

CITY OF Springfield

FINDINGS OF FACT, CONCLUSIONS OF LAW, AND ORDER

I, Chris Straw, am the Department of Building Development Services hearing officer in this case. I held a public hearing to determine whether the structure(s) or building(s) at 616 S. MARKET AVE., Springfield, Missouri is detrimental to city residents' health, safety, or welfare and is a public nuisance. I held the Hearing in Room #152 in Building Development Services, in the Busch Municipal Building, 840 Boonville Avenue, Springfield, Missouri I held the hearing at 3:00 PM on December 17, 2015. I made the following findings of fact, conclusions of law, and order.

FINDINGS OF FACT

1. BDS Clerk Susan Smith mailed a "Notice of Public Nuisance and Order of Abatement" on October 20, 2015:
    a. by certified mail;
    b. to owners of, and parties interested in, the above-stated structure(s) or building(s); and,
    c. at the addresses shown on the above-stated notices.
2. BDS Clerk Susan Smith mailed a "Notice of Hearing" on October 20, 2015:
    a. by certified mail;
    b. to owners of, and parties interested in, the above-stated structure(s) or building(s); and,
    c. at the addresses shown on the above-stated notices.
3. For those certified mailings that came back "unclaimed" or that the post office could not otherwise deliver:

a. BDS Clerk Susan Smith again mailed the "Hearing Notice" and "Notice of Public Nuisance and Order of Abatement":

1) by regular mail;

2) to owners of, and parties interested in, the above-stated structure(s) or building(s); and,

3) at the addresses shown on the above-stated notices; and,

b. BDS Inspector Bruce Gorman posted the above-stated structure with the Notice to Abate and Hearing Notice.

4. BDS Inspector Bruce Gorman posted the above-stated structure or building with a "Dangerous Building Warning" placard on September 16, 2015.

5. The building or structure at 616 S. MARKET AVE. has these conditions:

a) Structure is vacant and open at doors and windows.
b) Structure boarded without required permit.

6. In the above-stated notices, BDS Inspector Bruce Gorman ordered the above-stated property owners to:

a. Begin reconditioning, repairing, or removing the conditions listed in paragraph 5 by December 4, 2015; and,

b. Proceed continuously, without unnecessary delay; and,

7. Nobody has corrected all the conditions listed in paragraph 5 above.

CONCLUSIONS OF LAW

A. BDS's mailings and property postings gave owners and interested parties proper notice. *Springfield City Code § 26-65*. The notice afforded them due process of law.

B. BDS substantially followed proper procedure throughout this case under *Springfield City Code Chapter 26, Article III, §§26-61 through 26-78* and *Rev. Mo. Stat.§§67.400 et seq.*

C. The conditions listed in paragraph 5 above are detrimental to city residents' health, safety, or welfare and are a public nuisance. Specifically, the building(s) or structure(s) at the above stated property violate(s) the following code provisions:

26-62(5) Those which are unoccupied and are open at door, window, wall or roof. As used herein an "unoccupied" building is one which is not being continuously and lawfully inhabited for residential or any non-residential purpose. As used herein an unoccupied building is "open" at door, window, wall or roof when, because of removal, breakage, deterioration, destruction, or disrepair of original or replacement materials, the interior has become exposed to the elements or has become accessible for entry by animals, trespassers or others acting without the building owner's consent.

26-62(13) Those boarded buildings, as defined by Section 36-1218 of the Springfield City Code, that do not have a valid boarded building permit issued by the City of Springfield in accordance with Section 36-1229.

D. BDS Inspector Bruce Gorman's abatement order was reasonable and within *Springfield City Code Chapter 26, Article III's* standards.

ORDER

WHEREFORE, I order:

1. The above-stated owners or interested parties of the building(s) or structure(s) at the above-stated property:

   A. Complete the process for the application that has been submitted and obtain the required dangerous building wrecking permit by **March 4, 2016;**
   AND
   B. Complete the demolition work and receive a final inspection by **May 3, 2016.**

The City will abate the conditions listed in paragraph 5 above if the above-stated owners or interested parties do not get all necessary permits and complete the abatement by the specified date. Any money the City spends on this will become a lien on the property and a basis for a personal judgment against the property owner(s).

2. The effective date of this order is:

   a. 31 days from the issuance date if there are no appeals; or,

   b. the date that the courts finally establish, if there are appeals.

CITY OF SPRINGFIELD, MISSOURI

Chris Straw
Hearing Officer

Issuance Date: December 30, 2015

CS:ce

EXHIBIT E – INSPECTION REPORT

A1 Home Inspection
Property Inspection Report

616 S. Market, Springfield, MO
Inspection prepared for: Phil Wienke
Real Estate Agent: N/A -

Date of Inspection: 2/2/2016 Time: 1:30 PM
Age of Home: 1888 Size: ~2000 sq ft
Weather: Sunny & 60 degrees

Inspector: Todd Kirkpatrick
ASHI Certified Inspector #202340
2857 S. Chantilly, Springfield, MO 65804
Phone: 880-4663
Email: A1ispectr@yahoo.com
A-1inspections.com

Report Summary

Grounds		
Page 4 Item: 3	Covers	• Moisture damage found around base of several posts. Needs attention/repair.
Exterior		
Page 5 Item: 2	Exterior Walls	• Heavy peeling paint on most all of exterior siding. Paint may be lead. Needs remediation by a qualified contractor.
Page 5 Item: 3	Trim	• Holes and many moisture damaged areas of soffit and trim need repair by a professional. • Heavy peeling areas of suspected lead based paint on all areas of soffit and trim need remediation by a licensed contractor.
Page 6 Item: 4	Chimney	• Areas of missing mortar observed at top of chimney. Needs tuck pointing by mason.
Page 7 Item: 6	Gutters and Downspouts	• Guttering is in poor condition. Several areas are loose & missing. Needs repair/replacement for proper drainage and control of roof water.
Foundation		
Page 8 Item: 2	Foundation	• Cracks in mortar joints at east foundation walls need tuck pointing/repair. • Areas of deterioration and signs of past water intrusion present on areas of foundation walls. Needs repair by a qualified contractor. • Black mold and fugal growth present on walls and ceilings in basement. Needs complete tear out and remediation by a qualified mold contractor.
Page 10 Item: 3	Floor Construction	• Mold/fungal growth on many areas of the floor structure need cleaning/removal by a professional.
Roof(s)		
Page 11 Item: 5	Main Roof	• Roof is badly deteriorated and shingles are beyond their normal life. Needs complete tear off and replacement by a qualified roofer. • Improper repair and active leakage found at south field just east of the dormer. Needs repair by a roofer ASAP.
Page 12 Item: 6	Porch Roof	• The porch roof is actively leaking and has an area of moisture damaged decking at front middle edge. Needs repair by a qualified roofer.
Page 12 Item: 7	Addition Roof	• Shingles on back addition are beyond their normal life and in need of complete replacement.
Page 12 Item: 8	Basement Door	• Shingles are improperly installed on a flat surface. Needs replacement with the proper type of material for low/flat surfaces.
Plumbing		
Page 13 Item: 4	Supply Lines	• Water was off at time of inspection. Many lines are cut and damaged in basement. Needs complete evaluation/repair by a qualified plumber.
Page 14 Item: 5	Waste Lines	• Open sewer lines in basement bathroom and upstairs laundry area need repair by a plumber.

Page 14 Item: 6	Fuel System	• Home had no gas at time of inspection; meter was missing on north side.
Page 15 Item: 9	Size and Brand	• Water heater had cut supply lines, gas line, and displaced flue pipe. Needs repair by a qualified plumber.
Heating #1		
Page 15 Item: 3	Condition	• Furnace appears to have been stolen; missing at time of inspection. Needs complete replacement by an HVAC technician.
Page 16 Item: 7	Distribution	• All supply and return vent piping was missing at time of inspection.
Heating #2		
Page 17 Item: 3	Condition	• Baseboard heaters were missing in upstairs bedroom and bath.
Electrical		
Page 18 Item: 4	Conductors	• Knob & tube wiring is still present in many areas of home. Needs evaluation/removal by a licensed electrician.
Page 18 Item: 5	Panel Notes	• Basement and upstairs panel covers were missing and exposed wiring is present; unsafe. Needs repair by an electrician. • All three electrical panels appear improperly installed. All wires coming into the panels lack bushing/wire clamps installed and neutral and ground wires are improperly connected together.
Page 19 Item: 6	Wiring Notes	• Several improper and exposed wiring observed in all areas of home. Needs repair/protection by a qualified contractor. • Several improper, open air splices in basement and attic need protection in junction boxes for safety.
Interior		
Page 21 Item: 3	Doors (exterior)	• Main level exterior door was damaged beyond repair. Needs replacement.
Page 21 Item: 4	Windows	• Most every window is damaged and has broken glass. Needs repair/replacement.
Page 22 Item: 5	Walls	• Water damage present from active roof leakage at south wall in SE mail level room. Needs repair.
Page 24 Item: 7	Floors	• Holes are present in many areas of flooring at main level and upstairs hallway. Needs repair for safety.

Additional Notes

1. Additional Notes

Red Items need evaluation/repair by a qualified contractor

Black items warrant your review and some of these items may need repair/attention. Recommend evaluation/repair/correction by a qualified professional

Additional information/details are provided in picture captions as well.

Mold or air quality tested is not a part of this inspection

Note: Some of the pictures at the end of the report are FYI

Inspection Details

1. House faces:

Direction: West

2. Attendance

In Attendance: Client Present at start

3. Home Type

Triplex

4. Occupancy

Vacant

5. Additions or Alterations

Yes (back of home)

Grounds

1. Driveway

Materials: Gravel
Observations:
• Appears serviceable for age

2. Sidewalks

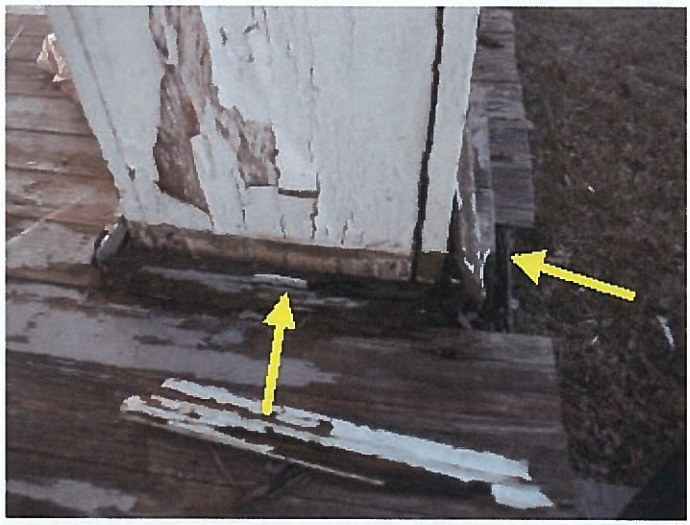
Materials: Concrete
Observations:
• Sidewalk is badly damaged & deteriorated. Needs complete replacement.

Sidewalk is badly damaged & deteriorated

3. Covers

Location:
- Front Porch
- Basement stairway

Type: Composition Shingles
Observations:
- Moisture damage found around base of several posts. Needs attention/repair.



4. Deck/Porch

Location: Front Porch
Materials:
- Wood

Observations:
- Railings are serviceable
- Some weathered/moisture damaged wood decking pieces at front and north edges.

Exterior

1. Exterior Stairs

Location:
- Porch
- Back doors

Observations:
- Appears serviceable
- Railing is serviceable

2. Exterior Walls

Construction:
- Wood frame

Type:
- Wood

Observations:
- Areas of damaged and poorly patched siding at NE corner.
- Heavy peeling paint on most all of exterior siding. Paint may be lead. Needs remediation by a qualified contractor.

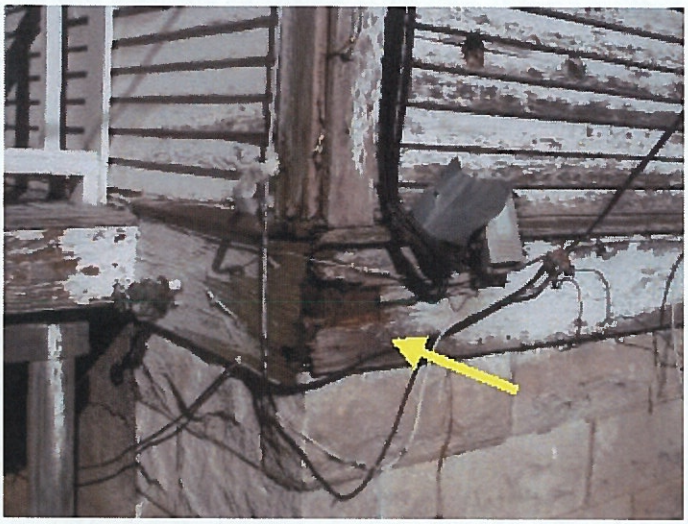
Heavy peeling paint on all sides of exterior

3. Trim

Materials:
- Wood

Observations:
- Holes and many moisture damaged areas of soffit and trim need repair by a professional.
- Heavy peeling areas of suspected lead based paint on all areas of soffit and trim need remediation by a licensed contractor.

Moisture damaged soffit at front porch

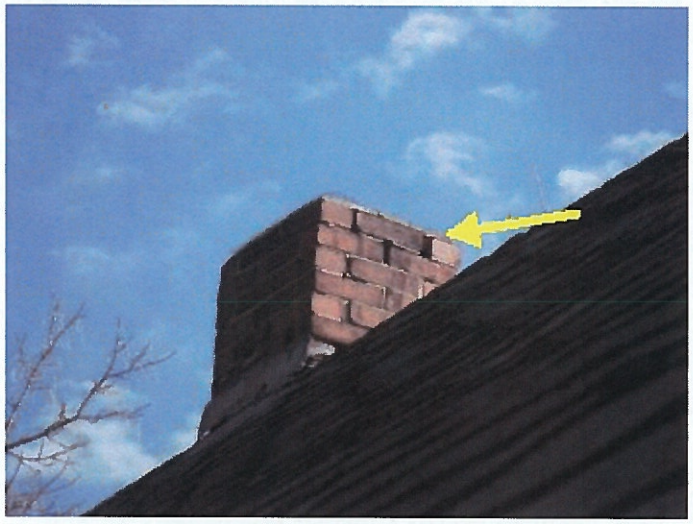


Moisture damage at lower SW corner

Suspected lead based peeling paint on all soffit, fascia, and trim

4. Chimney

Brick
Observations:
- Rain cap/spark screen recommended
- FYI: Chimney is the flue for the water heater and furnace.
- Areas of missing mortar observed at top of chimney. Needs tuck pointing by mason.



Areas of missing mortar observed at top of chimney

5. Hose Faucets

Observations:
- Non-frost free type
- Water was off; unable to test

6. Gutters and Downspouts

Installed: Full
Observations:
- Guttering is in poor condition. Several areas are loose & missing. Needs repair/replacement for proper drainage and control of roof water.

Guttering at front porch is loose/displaced

Missing downspout elbow at SE corner

Missing downspout at SW corner

No guttering is installed on the north side

Foundation

1. Grading/Drainage

Grading:
• Slope minor
Observations:
• Grading and drainage around the home is poor. Repaired guttering and controlling roof water should help solve moisture penetration in future.

2. Foundation

Type:
• Basement
Materials:
• Stone
• Wood columns
Observations:
• Trash and debris is present on floor at west 1/2 of basement. Needs cleaning.
• Moisture stains and signs of past water observed at base of walls in middle of basement.
• Most every basement window was damaged and boarded up with wood.
• Cracks in mortar joints at east foundation walls need tuck pointing/repair.
• Areas of deterioration and signs of past water intrusion present on areas of foundation walls. Needs repair by a qualified contractor.
• Black mold and fugal growth present on walls and ceilings in basement. Needs complete tear out and remediation by a qualified mold contractor.

Mold growth on ceiling at SE room in basement

Mold/fungal growth on ceiling at middle east part of basement

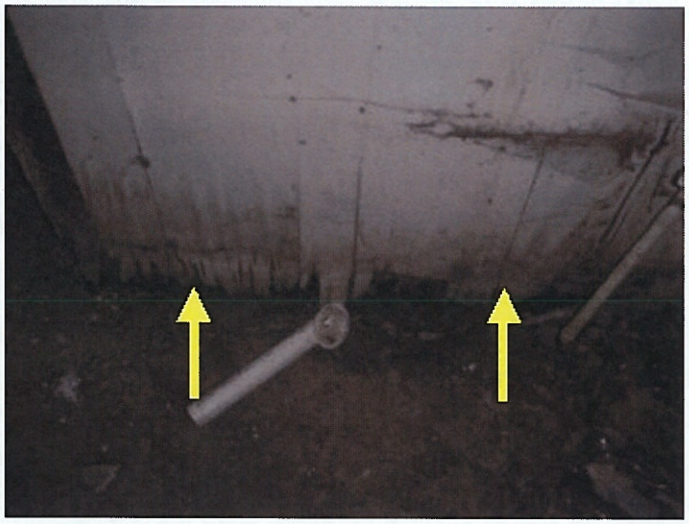
Black mold on base of wall at NE basement room

Fungal growth on ceiling in middle part of basement

Trash and debris at west room in basement

Insulation and debris at NE corner of basement

Evidence of past water penetration at south foundation wall and main water line



Water damaged wall at basement bathroom area

3. Floor Construction

Type: Joists • 2x10
Conventional wood framing
Observations:
• Not fully visible @ finished areas
• Mold/fungal growth on many areas of the floor structure need cleaning/removal by a professional.

4. Crawl space

Observations:
• Crawl area is limited to the rear addition. Space appeared satisfactory.

Basement Stairs

1. Basement Stairs

Observations:
• Basement stairway appeared serviceable for age
• Openings in railing need covering/balusters added for safety.

Roof(s)

1. Layers:

Layers: 3
Approximate Age: 25+ years

2. Roof Style

Type: Gable

3. Covering

Composition Shingles

4. How Inspected

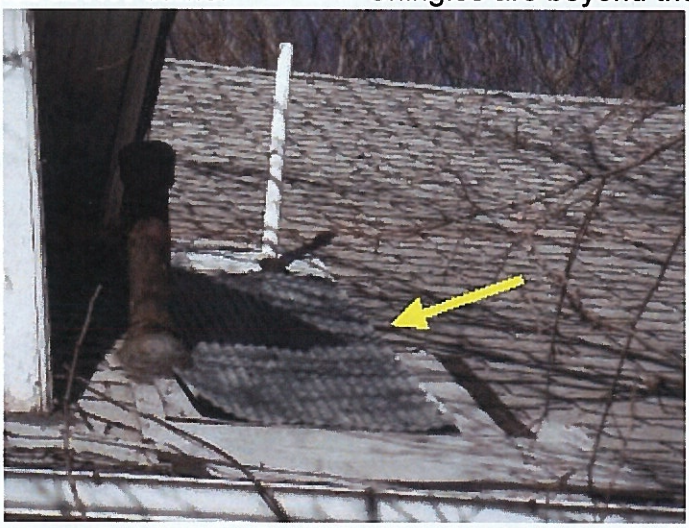
- Walked (porch roof)
- Viewed from ground/ladder/with binoculars (these inspections are limited)

5. Main Roof

Roof is in poor condition; at/beyond the end of ts normal life.
Observations:
- Missing shingles at NW hip need repair/replacement.
- Roof is badly deteriorated and shingles are beyond their normal life. Needs complete tear off and replacement by a qualified roofer.
- Improper repair and active leakage found at south field just east of the dormer. Needs repair by a roofer ASAP.

Missing hip shingles at NW corner

Shingles are beyond the end of their normal life



Inadequate repair to south field just east of dormer

6. Porch Roof

Composition Shingles
Observations:
- The porch roof is actively leaking and has an area of moisture damaged decking at front middle edge. Needs repair by a qualified roofer.

Moisture damaged decking from active leakage and deteriorated shingles

7. Addition Roof

Composition Shingles
Observations:
• Shingles on back addition are beyond their normal life and in need of complete replacement.

8. Basement Door

Composition shingles
Observations:
• Shingles are improperly installed on a flat surface. Needs replacement with the proper type of material for low/flat surfaces.

Shingles are improperly installed on a flat surface above the basement entry

9. Exposed Flashings

Observations:
• Flashings were not completely visible

10. Roof Notes

All roof areas are badly worn and beyond their normal life. All areas need replacement.

Plumbing

1. Main Line Type:

Materials: Galvanized
Size: 3/4"

2. Pressure (PSI):

Approximate PSI: Water off; unable to test.

3. Condition

Observations:
• Valve was not tested.
• Main water line is the original and is at/beyond its normal life. May need replacement at any time.

4. Supply Lines

Materials:
• Galvanized
• CPVC plastic
Observations:
• Water was off at time of inspection. Many lines are cut and damaged in basement. Needs complete evaluation/repair by a qualified plumber.

5. Waste Lines

Materials: Cast iron • Galvanized • Plastic (PVC)
Observations:
• Water was off at time of inspection. Unable to test drain piping.
• Open sewer lines in basement bathroom and upstairs laundry area need repair by a plumber.

Open sewer lines at basement bathroom

Improper open drain pipe at upstairs laundry area

6. Fuel System

Shut off Valve Location: North side
Observations:
• Home had no gas at time of inspection; meter was missing on north side.

7. Water Heater Location:

Basement
Type: Natural gas

8. Age of Water Heater

Age:
• 2011

9. Size and Brand

Gallons: 40
Brand: GE
Observations:
- Combustion air is adequate
- TPR valve installed on tank
- Water heater had cut supply lines, gas line, and displaced flue pipe. Needs repair by a qualified plumber.

Water heater flue is displaced from heater

Gas line was cut/disconnected

Heating #1

1. Location and Size

Location: Basement

2. Heating Type:

Type: Forced Air
Fuel Type: Natural gas or electric

3. Condition

Observations:
- Furnace appears to have been stolen; missing at time of inspection. Needs complete replacement by an HVAC technician.

Furnace appears to have been stolen; missing at time of inspection

4. Venting

Observations:
- N/A

5. Combustion Air

Observations:
- No combustion air is provided

6. Burners

Observations:
- N/A

7. Distribution

Observations:
- All supply and return vent piping was missing at time of inspection.

8. Normal Controls

Observations:
- None

9. Air Filters

Observations:
- N/A

Heating #2

1. Location

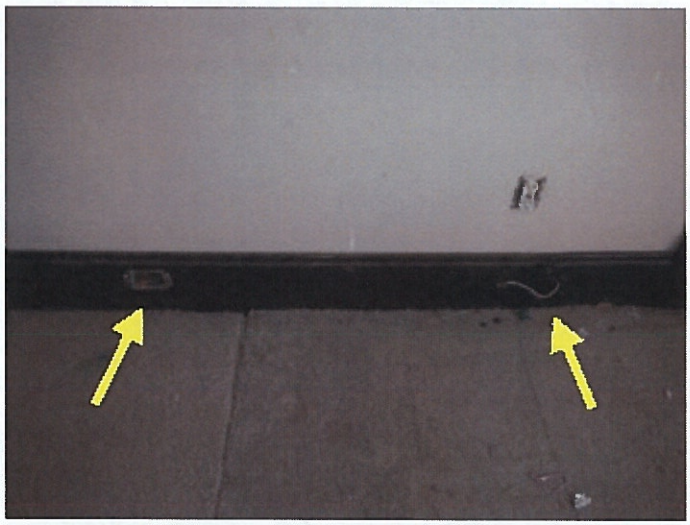
Location: Upstairs rooms
BTUs: N/A (Electric)

2. Heating Type:

Type: Baseboard heaters
Fuel Type: Electric

3. Condition

Observations:
- No power; unable to test
- Baseboard heaters were missing in upstairs bedroom and bath.



4. Normal Controls

Observations:
- N/A

A/C #1

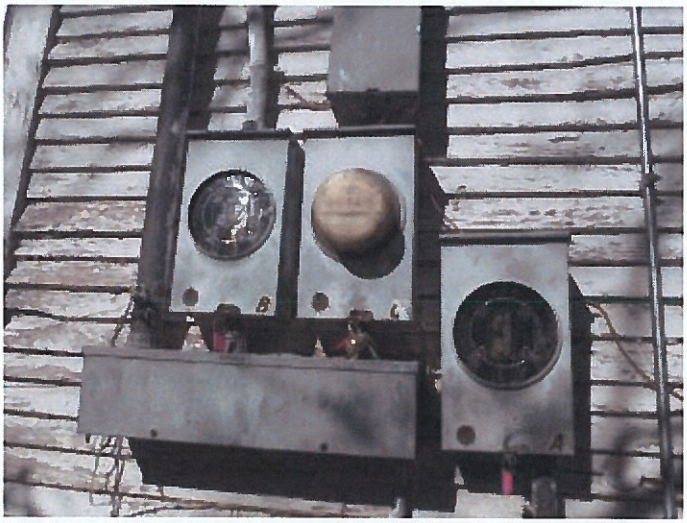
1. Condition

Observations:
- No cooling systems were installed in any of the units at time of inspection.

Electrical

1. Service

Description: 240V/120V • Overhead
Size: 200 AMPS
Observations:
- Ground clamp/system not visible
- No electrical service was provided at time of inspection



Electric service was off at time of inspection

2. Main Disconnect

At the main panels

3. Main Panel 1

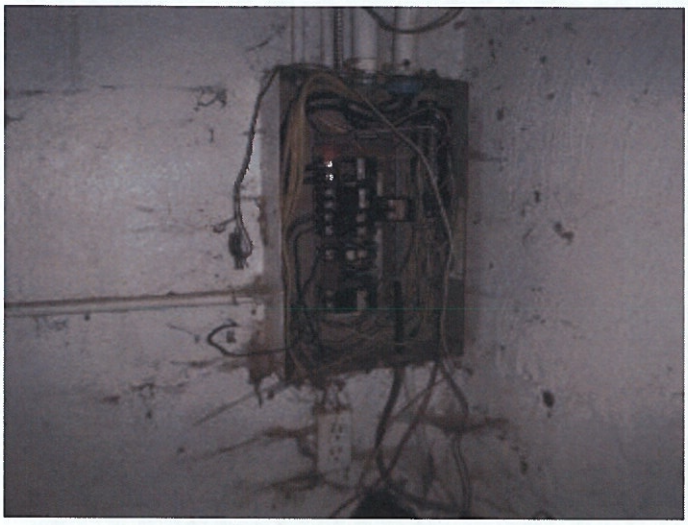
Location: Each unit
Panel Rating: 125 AMPS
Observations:
• Defects; see panel notes.

4. Conductors

Service Conductors: Copper
Branch Wire material:
• Copper
• Knob and Tube
Branch wire type: Non - Metallic Cable • Knob & tube wiring is still present in many areas of home. Needs evaluation/removal by a licensed electrician.

5. Panel Notes

Overcurrent Protection Devices Inspected • Breakers
Observations:
• Basement and upstairs panel covers were missing and exposed wiring is present; unsafe. Needs repair by an electrician.
• All three electrical panels appear improperly installed. All wires coming into the panels lack bushing/wire clamps installed and neutral and ground wires are improperly connected together.



Exposed wiring and missing cover at panel in basement

All wires enter upstairs panel without bushings/wire clamps

Upstairs panel cover was missing and all wires enter panel without bushings

Improper wiring inside main level panel

6. Wiring Notes

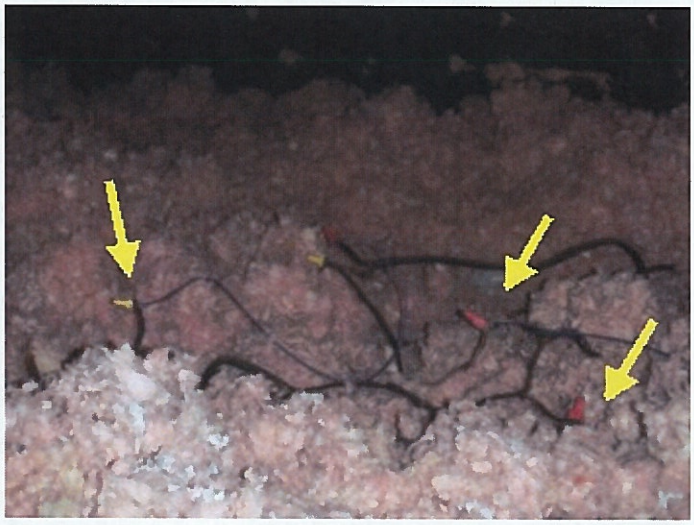
Observations:

- No electricity was provided at inspection; unable to test outlets/lights.
- Several improper and exposed wiring observed in all areas of home. Needs repair/protection by a qualified contractor.
- Several improper, open air splices in basement and attic need protection in junction boxes for safety.

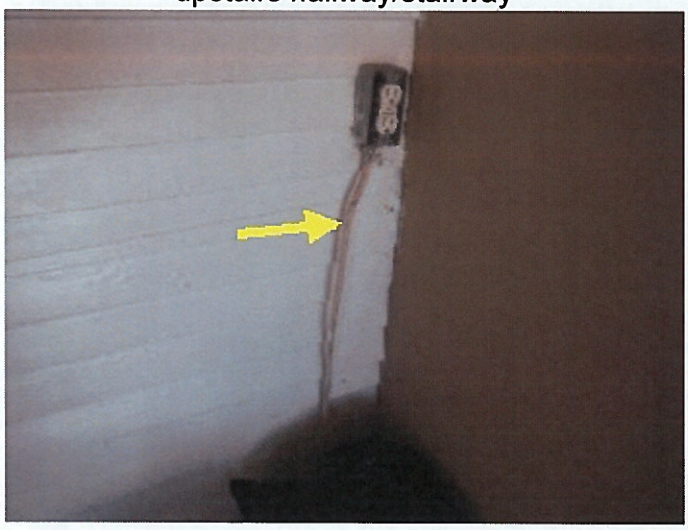
Exposed knob and tube spliced wiring at middle east part of basement

Improper fixture at rear main sunroom

Exposed wiring from missing light fixtures at upstairs hallway/stairway



Improper exposed splices at middle west part of attic



Exposed wiring and uncovered outlet at NW corner of upstairs sunroom

Exposed wiring at ceiling of main level sunroom

Interior

1. Doors (Entry)

Observations:
• Front doors appeared serviceable

2. Interior doors

Observations:
• Several doors and door trim were missing at time of inspection

3. Doors (exterior)

Observations:
• Main level exterior door was damaged beyond repair. Needs replacement.

4. Windows

Type of Windows:
• Wood
Observations:
• Most every window is damaged and has broken glass. Needs repair/replacement.

Boarded up broken south living room window

5. Walls

Materials:
- Plaster
- Wallpaper
- Paneling

Observations:
- Areas of missing plaster at wall between entry and main level kitchen.
- Water damage present from active roof leakage at south wall in SE mail level room. Needs repair.

Damaged wall between kitchen and entryway

Water damaged wall from active roof leakage at SE main level bedroom

Damaged east wall in front entry

Door to the upstairs bathroom is out of plumb

6. Ceilings

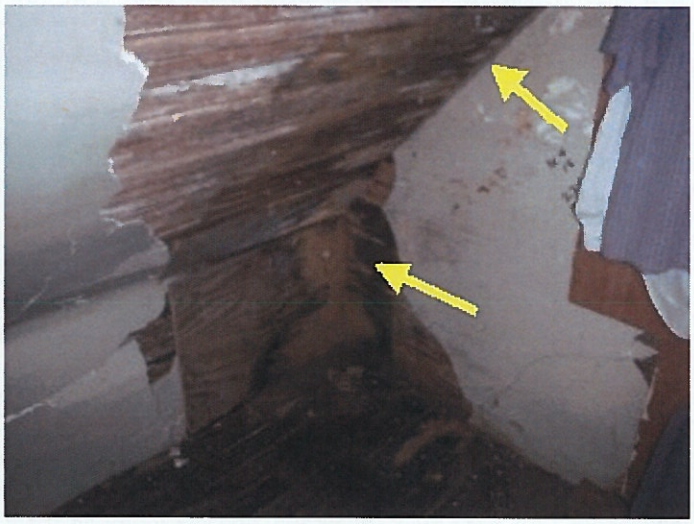
Materials:
- Drywall
- Acoustic Spray
- Plaster

Observations:
- The SE main level room is completely covered with plastic. Appears to be some type of containment from active roof leakage.
- Stains and signs of plumbing leakage at SE corner of SW main level room.
- Many areas of missing plastic from probable active roof leakage at east closets in upstairs room.

Stains and holes in ceiling in SW main level room

Ceiling in SE main level room is covered with plastic

Damaged ceiling tiles at SW corner of main level kitchen



Damage from active leakage at SE upstairs closet

Damaged/missing plastic at upstairs SW closet

7. Floors

Materials:
- Carpet
- Wood
- Vinyl

Observations:
- Holes are present in many areas of flooring at main level and upstairs hallway. Needs repair for safety.

Several holes in main level flooring from lack of ductwork

Holes in floor at upstairs hallway

8. Additional Interior Features

Observations:
- Stairs appear serviceable
- Railing appears serviceable

9. Smoke Detectors

Observations:
- No detectors were found anywhere in home. Needs repair for fire safety.

Attic

1. Access Location

Access Location: Upstairs hallway
Type: Full

2. Rafter Frame:

- Rafter framing
- 2x4
- Joist framing
- 2x6
- Not fully visible

3. Observations

- Appears serviceable
- Entered
- Minimal ventilation provided
- Roof decking still consists of the original cedar shingles.
- Moisture stains and signs of past leakage at south side of chimney.

Partial view in middle of attic looking west

Original wood shingles are still present below two layers of comp shingles

Moisture stains below chimney indicating past leakage

4. Insulation

Type: Blown fiberglass
Approximate depth: 12-14"
Observations:
• Attic is very well insulated!

Photos

Main level NE bathroom appeared to be a work in progress

Upstairs kitchen has no countertop and is in poor condition

EXHIBIT F – BUILDING DEVELOPMENT SERVICE CALLS

SVC# SVC2014-07498
Name: ANON
reqType: TRASH

Reporting Dept: PIO
Responsible Dept: BDS

Creator: ccrighto
updater: aeddy
updated: 12/12/2014 08:06:51
Received: 11/05/2014
Target: 12/05/2014
Final: 12/05/2014
Status: CLO

st#	pfx	stName	stType	stUnit	frac	sfx
616	S	MARKET	AVE			

Addr Desc:
Intersection: &
Geocode? ☐

Health
Inspector: ?
Census tract: ?
Self Initiated? ☐

PIO
Council zone: 3
PIO Closure? ☑
Internet Request? ☐
COP Report? ☐

PLANNING
Neighborhood association: WEST CENTRAL
Neighborhood team report? ☐
Neighborhood Assessment? ☐

BDS
structure type:
posted date:
zoning district:
BDS inspector: dgateley

Storm Water
Existing storm system failure: ☐
Structure Flooding: ☐
Yard / Parking Lot Flooding: ☐
Channel or Erosion: ☐
Sinkhole: ☐
Street Flooding: ☐
Problem Corrected?
Major Flood Event:
Flood Zone:
Easement:

Description:
Trash

Additional Property Info:

Primary?	Name	Role	Address	Phone
	KENDRICK PROP LLC	Property Owner	1703 WINDMILL WAY, REPUBLIC MO 65738-262	
	KENDRICK PROP LLC	Property Owner	1703 WINDMILL WAY, REPUBLIC MO 65738-262	
	HOUSTON KENDRICK	OCC	616 S MARKET AVE, SPRINGFIELD MO 65738-2	
	HOUSTON KENDRICK	OCC	616 S MARKET AVE, SPRINGFIELD MO 65738-2	
Y	ANON	Complainant	, SPRINGFIELD MO	

Disp	Date1	Date2	Date3	Action Description	Reviewed By	Created By
	11/05/2014			Complaint Received		ccrighto
	11/05/2014			Route - BDS		ccrighto
	11/06/2014			Inspection Requested	dgateley	sgriffith
TRASH						
	11/06/2014			Inspection		dgateley
photos show trash scattered through around the property. light fixtures in trees, dryer hose in tree trash in trailer over flowing. Mattress' in between out buildings and brush.						
	11/07/2014	11/20/2014		BDS letter, Violation		sgriffith
Sent to: KENDRICK PROP LLC 1703 WINDMILL WAY REPUBLIC MO 65738-2622						
	11/07/2014	11/20/2014		BDS letter, Violation		sgriffith
Sent to: HOUSTON KENDRICK 616 S MARKET AVE SPRINGFIELD MO 65738-2622						
	11/21/2014			Inspection Requested	dgateley	sgriffith
TRASH						
	11/21/2014			Miscellaneous action		sgriffith
Letter for Kendrick Prop LLC, 1703 windmill way, came back in the mail today.						
	11/21/2014			Reinspection		dgateley
trailer of trash still there! piles of brush, trash under the side of porch on the south side of house.						
	11/21/2014	12/05/2014		BDS letter, Violation		dgateley
Sent to: HOUSTON KENDRICK 616 S MARKET AVE SPRINGFIELD MO 65738-2622						
	12/05/2014			Complaint Closed		dgateley
Re-inspection of property showed violation abated!						

SVC# SVC2015-02712
Name: 911 JOEL @
reqType: DANGEROUS BUILDING

Reporting Dept: PIO
Responsible Dept: BDS

Creator: ccrighto
updater: aeddy
updated: 06/12/2015 10:20:24
Received: 05/18/2015
Target: 06/06/2015
Final: 06/08/2015
Status: CLO

st#	pfx	stName	stType	stUnit	frac	sfx
616	S	MARKET	AVE			

Addr Desc:
Intersection: &
Geocode?

Health
Inspector: ?
Census tract: ?
Self Initiated?

PIO
Council zone: 3
PIO Closure? ✓
Internet Request?
COP Report?

PLANNING
Neighborhood association: WEST CENTRAL
Neighborhood team report?
Neighborhood Assessment?

BDS
structure type:
posted date:
zoning district:
BDS inspector: bgorman

Storm Water
Existing storm system failure:
Structure Flooding:
Yard / Parking Lot Flooding:
Channel or Erosion:
Sinkhole:
Street Flooding:
Problem Corrected?
Major Flood Event:
Flood Zone:
Easement:

Description:
Police reported to 911 that this abandonded property has open windows and doors, trash inside and out and had people gaining access over the weekend.

Additional Property Info:

Primary?	Name	Role	Address	Phone
Y	JOEL @ 911	Complainant	, SPRINGFIELD MO	865-3617

Disp	Date1	Date2	Date3	Action Description	Reviewed By	Created By
	05/18/2015			Complaint Received		ccrighto
	05/18/2015			Route - BDS		ccrighto
	05/19/2015			Inspection Requested	bgorman	cedwards
COMPLAINT						
	05/19/2015			Miscellaneous action		bgorman
Send LOC per 26-62 (5,13) open vacant and boarded. F/U 14 days.						
	05/22/2015	06/06/2015		Miscellaneous action		cedwards
Sent LOC. FU 6/6/15-BG						
	05/29/2015			Miscellaneous action		cedwards
LOC returned						
	06/08/2015			Inspection Requested	bgorman	cedwards
F/U LTR OF CONDITION						
	06/08/2015			Complaint Closed		bgorman
Property appears to be secure as observed from R.O.W inspection, close for lack of evidence.						

SVC# SVC2015-02713
Name: 911 JOEL
reqType: RODENTS,TRASH

Reporting Dept: PIO
Responsible Dept: BDS

Creator: ccrighto
updater: aeddy
updated: 07/10/2015 08:45:00
Received: 05/18/2015
Target: 06/30/2015
Final: 07/06/2015
Status: CLO

st#	pfx	stName	stType	stUnit	frac	sfx
616	S	MARKET	AVE			

Addr Desc:
Intersection: &
Geocode?

Health
Inspector: ?
Census tract: ?
Self Initiated?

PIO
Council zone: 3
PIO Closure? ✓
Internet Request?
COP Report?

PLANNING
Neighborhood association: WEST CENTRAL
Neighborhood team report?
Neighborhood Assessment?

BDS
structure type:
posted date:
zoning district:
BDS inspector: kwilliam

Storm Water
Existing storm system failure:
Structure Flooding:
Yard / Parking Lot Flooding:
Channel or Erosion:
Sinkhole:
Street Flooding:
Problem Corrected?
Major Flood Event:
Flood Zone:
Easement:

Description:
Police report trash all around this house, inside and out. Also a report of rats coming from this house.

Additional Property Info:

Primary?	Name	Role	Address	Phone
Y	JOEL 911	Complainant	, SPRINGFIELD MO	
	KENDRICK PROP LLC	Property Owner	1703 WINDMILL WAY, REPUBLIC MO 65738-262	
	VACANT	OCC	, SPRINGFIELD MO	
	KENDRICK PROP LLC	Property Owner	1703 WINDMILL WAY, REPUBLIC MO 65738-262	
	HOUSTON KENDRICK	Complainant	9385 N. SPRING VALLEY DR. , PLEASANT HOP	

Disp	Date1	Date2	Date3	Action Description	Reviewed By	Created By
	05/18/2015			Complaint Received		ccrighto
	05/18/2015			Route - BDS		ccrighto
	05/19/2015			Inspection Requested	kwilliam	sgriffith
RODENTS, TRASH						
	05/20/2015			Inspection Requested	kwilliam	sgriffith
Inspection Requested ROLLOVER						
	05/20/2015		05/20/2015	Inspection		kwilliam
Could not see from right of way but will send letter in folder based on police complaint.						
	05/21/2015	06/10/2015		BDS letter, Violation		sgriffith
Sent to: KENDRICK PROP LLC 1703 WINDMILL WAY REPUBLIC MO 65738-2622						
	05/21/2015			Miscellaneous action		sgriffith
Initial letter of violation drafted, packaged and mailed to: Kendrick Prop LLC (Owner) by Samantha Griffith. F/U 06/10/2015						
	06/01/2015			Miscellaneous action		kwilliam
Letter returned. Updated address for owner, new letter will be sent.						
	06/01/2015	06/21/2015		BDS letter, Violation		kwilliam
Sent to: HOUSTON KENDRICK 9385 N. SPRING VALLEY DR. PLEASANT HOPE MO 65725						
	06/16/2015	06/30/2015	06/12/2015	Reinspection		kwilliam
Small brush pile on north side of house and one bag of trash in back that I can see. Called owner. He is out of town but will get remainder on it but needs an extension.						
	07/06/2015			Complaint Closed		kwilliam
Removed. closing picture.						

SVC# SVC2015-05508
Name: ANON
reqType: WEEDS

Reporting Dept: PIO
Responsible Dept: BDS

Creator: ccrighto
updater: aeddy
updated: 08/24/2015 08:31:09
Received: 07/31/2015
Target: 08/18/2015
Final: 08/20/2015
Status: CLO

st#	pfx	stName	stType	stUnit	frac	sfx
616	S	MARKET	AVE			

Addr Desc:
Intersection: &
Geocode?

Health
Inspector: ?
Census tract: ?
Self Initiated?

PIO
Council zone: 3
PIO Closure? ✓
Internet Request?
COP Report?

PLANNING
Neighborhood association: WEST CENTRAL
Neighborhood team report?
Neighborhood Assessment?

BDS
structure type:
posted date:
zoning district:
BDS inspector: dwneal

Storm Water
Existing storm system failure:
Structure Flooding:
Yard / Parking Lot Flooding:
Channel or Erosion:
Sinkhole:
Street Flooding:
Problem Corrected?
Major Flood Event:
Flood Zone:
Easement:

Description:
tall grass

Additional Property Info:

Primary?	Name	Role	Address	Phone
Y	ANON	Complainant	, SPRINGFIELD MO	
	KENDRICK PROP LLC	Property Owner	1703 WINDMILL WAY, REPUBLIC MO 65738-262	

Disp	Date1	Date2	Date3	Action Description	Reviewed By	Created By
	07/31/2015			Complaint Received		ccrighto
	07/31/2015			Route - BDS		ccrighto
	08/03/2015			Inspection Requested	dwneal	sgriffith
WEEDS						
	08/03/2015	08/18/2015	08/03/2015	Inspection		dwneal
High weeds front and back. Person mowing property across street said he'd try to contact him about mowing it. Posted. Photos in file.						
	08/03/2015			Miscellaneous action		dwneal
Copy of notice sent to Kendrick Prop LLC 1703 Windmill way Republic, MO 65738-2622.						
	08/20/2015		08/19/2015	Reinspection		dwneal
Property mowed. Photos in file.						
	08/20/2015			Complaint Closed		dwneal
No current weed violations.						

SVC# SVC2015-06186 | Reporting Dept: PIO | Creator: ccrighto
Name: TEAL OFFICER C | Responsible Dept: BDS | updater: cedwards
reqType: DANGEROUS BUILDING | updated: 01/12/2016 16:18:58
Received: 08/20/2015
Target: 05/04/2016
Final: 00/00/0000
Status: PEN

st#	pfx	stName	stType	stUnit	frac	sfx
616	S	MARKET	AVE			

Addr Desc:
Intersection: &
Geocode?

Health
Inspector: ?
Census tract: ?
Self Initiated?

PIO
Council zone: 3
PIO Closure?
Internet Request?
COP Report?

PLANNING
Neighborhood association: WEST CENTRAL
Neighborhood team report? ☑
Neighborhood Assessment?

BDS
structure type:
posted date:
zoning district:
BDS inspector: bgorman

Storm Water
Existing storm system failure:
Structure Flooding:
Yard / Parking Lot Flooding:
Channel or Erosion:
Sinkhole:
Street Flooding:
Problem Corrected?
Major Flood Event:
Flood Zone:
Easement:

Description:

Mrs. Crighton,
I have been assigned an issue regarding a problem house on 616 S Market. I was told that you are the liaison for me to contact to get to the Health Department.
The house itself has been boarded up, but some windows are broken out for people to get inside. It seems that our homeless population in the downtown area are gaining entry to the house and squatting there. There have been a few calls for service regarding the homeless population recently.

The following was sent to me via email regarding one instance:
¿On 8/11, we were dispatched for a report of people going inside, 15-30986. We talked two individuals out, both regular homeless we deal with. The residence still contains a lot of property, making it difficult to walk through. There was a strong odor of some time that made us cough every time we stuck our heads in the window to yell at the individuals inside. Not sure if it's just the accumulated junk inside, the fact that they have apparently used the bathroom inside, but it was a hazard.¿

I was also dispatched to a call in reference 616 S Market to check a person. When I arrived at the location I recognized 3 individuals from our homeless population sitting beside the house with an open container of alcohol.

It seems that even with the house being closed with boards, the homeless population seems to gain entry to the house. I stopped by the residence on 08/17/2015, and looked through one of the windows that was broken out. The smell was overwhelming when I tried to look into the house.

Please let me know what further action can be taken to try to fix this issue.

Thank you for your time,

Officer Teal 1754

Additional Property Info:

Primary?	Name	Role	Address	Phone
Y	OFFICER C TEAL	Complainant	, SPRINGFIELD MO	

Disp	Date1	Date2	Date3	Action Description	Reviewed By	Created By
	08/20/2015			Complaint Received		ccrighto
	08/20/2015			Route - BDS		ccrighto
	08/24/2015			Inspection Requested	bgorman	cedwards
COMPLAINT						
	08/24/2015			Miscellaneous action		bgorman

Send LOC per 26-62 (5,13) open and vacant at windows and walls also boarded W/O required permits. F/U 14 days.

Disp	Date1	Date2	Date3	Action Description	Reviewed By	Created By
	09/01/2015	09/16/2015		Miscellaneous action		cedwards

Sent LOC. FU 9/16/15-BG

	09/16/2015			Inspection Requested	bgorman	cedwards

F/U LTR OF CONDITION

	09/16/2015			Inspection		bgorman

Made site inspection found structure open and vacant at doors and windows, also boarded W/O required permits. Send NTA per 26-62 (5,13) posted DB and photos taken.Set hearing date.

	10/01/2015	11/01/2015		Title search		cedwards

	10/01/2015			Miscellaneous action		cedwards

Permit restricted

	10/10/2015	12/17/2015		Notice to hearing		cedwards

Sent by certified mail. Hearing scheduled for Thursday, December 17, 2015. FU with Notice to Abate December 5, 2015-BG

	10/20/2015			Notice to abate		cedwards

Sent by certified mail. FU 12/5/15-BG

	10/23/2015			Miscellaneous action		cedwards

Met with owner at permit counter. He will obtain permit, secure structure and call for inspection

	10/23/2015			Miscellaneous action		bdouglas

Owner obtained BLD2015-00981

	10/23/2015			Lis pendens filed		cedwards

	11/10/2015			Inspection Requested	bgorman	cedwards

POST HEARING NOTICE

	11/10/2015			Inspection Requested	bgorman	cedwards

POST NOTICE TO ABATE

	11/10/2015			Inspection		bgorman

Posted NTA and Hearing notice, photos taken.

	11/16/2015			Miscellaneous action		cedwards

Met with Phil (Aaron Properties) regarding his possibility of purchasing this property. I suggested he attend DB Hearing. He also was interested in boarding the structure. He can obtain a permit to do so according to Chris Straw

	12/07/2015			Inspection Requested	bgorman	cedwards

F/U NOTICE TO ABATE

	12/07/2015			Inspection Requested	bgorman	cedwards

F/U FOR HEARING

	12/07/2015			Inspection		bgorman

No change proceed to hearing, follow up photos taken

	12/17/2015			Inspection Requested	bgorman	cedwards

DB HEARING @ 3:00

	12/18/2015			Miscellaneous action		bdouglas

WRK APPLICATION SUBMITTED PRJ2015-01795

	12/30/2015	05/04/2016		Findings of fact		cedwards

Sent by certified mail. FU 3/5/16 and 5/4/16-BG CS-HO

A. Complete the process for the application that has been submitted and obtain the required dangerous building wrecking permit by March 4, 2016; AND
B. Complete the demolition work and receive a final inspection by May 3, 2016.

	01/12/2016			Additional Complaint Recei		ccrighto

No address numbers on the house. Charis, mattresses, etc. in the back.

	01/12/2016			Miscellaneous action		cedwards

Entered trash complaint for LUI based on additional complaint. (SVC2016-00204)

One-rdg. _____
P. Hrngs. _____
Pgs. 35
Filed: 3-15-16

Sponsored by: Burnett

First Reading: _____ Second Reading: _____

COUNCIL BILL NO. 2016-064 GENERAL ORDINANCE NO. _____

AN ORDINANCE

AMENDING the Springfield City Code by repealing language contained in Chapter 118 Vehicles for Hire, and adding new regulations for Transportation Network Companies and Drivers.

_____

WHEREAS, the transportation industry is adapting with the addition of new technology; and

WHEREAS, transportation network companies are using digital networks and software applications to connect drivers with passengers; and

WHEREAS, these regulations amend existing city code to prepare for this new type of transportation for hire.

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

Section 1 - The Springfield City Code, Chapter 118 Vehicles For Hire, is hereby amended as follows:

Note: Underlined language has been added and ~~stricken~~ language has been deleted.

ARTICLE II. - TAXICABS, COURTESY CARS AND AIRPORT LIMOUSINES
DIVISION 1. - GENERALLY

Sec. 118-31. - Definitions.

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

Airport limousine means a public vehicle operating with a legal agreement with a mass transit facility and using the mass transit facility as its departure or destination point, and which is not licensed by the U.S. Department of

Transportation or applicable state agency if such license would exempt the vehicle from local regulation.

Airport limousine fixed route. An airport limousine shall be deemed to operate over a designated fixed route where the destination and/or commencement of each trip is from the same location.

Color scheme means the designation of the dome light color and any paint and/or lettering to be placed on the doors of the taxicab or airport limousine, and the insignia or logo of the taxicab or airport limousine company, and may consist of a description of the paint of the entire taxicab or airport limousine.

Courtesy car means any vehicle operated to or from a motel or hotel which is designed to carry patrons of the motel and hotel to or from fixed locations in the city, or any vehicle used by an establishment arranging sightseeing or other similar tours for the purpose of transporting patrons of such establishment without charge.

Cruising means the continuous or repeated operation of any taxicab along any street or alley for the purpose of obtaining or picking up passengers.

Director means the Director of Finance.

Driver means the person who is driving or who is in actual physical control of a taxicab, transportation network vehicle, courtesy car, or airport limousine, whether as owner or agent, servant or employee of an owner.

Driver's permit means authorization by the city to a particular individual to operate taxicabs, transportation network vehicles, or airport limousines within the city upon meeting the criteria set forth in this article.

Immoral purpose includes any of those acts prohibited by RSMo 567.010 et seq., as amended.

Interest in taxicab, transportation network vehicle, or airport limousine company. A person shall be deemed to have an interest in a taxicab or airport limousine company when he is a sole proprietor, partner or limited partner of the firm or business holding a taxicab or airport limousine license under this article or which is required to obtain a license under this article; has in his control, either through direct ownership or through the ownership of a spouse or minor child, ten percent or more of the outstanding stock of such taxicab or airport limousine

company; or has a security interest in over 50 percent of the tangible assets of the firm or business.

Licensee means the holder of the taxicab or airport limousine company license.

Owner and operator mean any person who derives, or has the right to derive, income directly or indirectly from the operation of one or more taxicabs, transportation network vehicles, courtesy cars, or airport limousines.

Permittee means the holder of a transportation network company permit.

Rate zone means the area of the city to which a certain trip rate of an airport limousine applies.

Specialty passenger service means the use of specialty passenger vehicles for the transportation of passengers at special events or activities or for the transportation of passengers in areas established by the city manager or his designee as special activity areas.

Specialty passenger vehicles means buses, motorized trolleys or similar motor vehicles equipped to transport five or more passengers in three or more rows of seats and the design of which exhibits unique or unusual characteristics that add to the ambiance of a special event or special activity area in which specialty passenger service is being allowed.

Taxicab means all motor vehicles operated as public carriers of passengers for hire over other than fixed routes, but shall not include transportation network vehicles.

Taxicab company means a person who owns, controls or operates at least one taxicab which transports passengers for hire.

Taxicab owner and owner mean any person who has any interest in the title of a taxicab which is recognized under state law.

Taximeter means a mechanical instrument or device by which the charge for hire of a taxicab, at a predetermined rate, is mechanically calculated and registered, either for distance traveled or for waiting time, or both, and upon which such charge shall be indicated by means of figures which are electrically

lighted each time the taximeter's flag is thrown from the non-earning to the earning position.

Transportation network company driver means an individual who operates a motor vehicle that is:

(1) owned, leased, or otherwise authorized for use by the individual;
(2) not a taxicab, courtesy car, or airport limousine; and
(3) used to provide transportation network company services.

Transportation network company means an entity for which a permit has been issued pursuant to this chapter and operating in Springfield, Missouri, that uses a digital network or software application service to connect passengers to transportation network company services provided by transportation network company drivers. A transportation network company is not deemed to own, control, operate or manage the vehicles used by transportation network company drivers, and is not a taxicab association.

Transportation network company services means transportation of a passenger between points chosen by the passenger and prearranged with a transportation network company driver through the use of a transportation network company digital network or software application. Transportation network company services shall begin when a transportation network company driver accepts a request for transportation received through the transportation network company's digital network or software application service, continue while the transportation network company driver transports the passenger in the transportation network company's driver's vehicle, and end when the passenger exits the transportation network company driver's vehicle. Transportation network company service is not a taxicab or street hail service.

Transportation network vehicle means any vehicle used to provide a transportation network service including any time when a driver is logged onto the transportation network company's Internet-enabled application or digital platform showing that the driver is available to pick up passengers, when a passenger is in the vehicle, when the provider's dispatch records show that the vehicle is dispatched, or when the driver has accepted a dispatch and is en route to provide transportation network services to a passenger.

Transporting passengers for hire. A person transports passengers for hire if he provides transportation for passengers and derives therefrom, directly or indirectly, any financial benefit.

Vehicle permit means authorization by the city to the owner of the taxicab, transportation network vehicle, or airport limousine to operate a particular vehicle as a taxicab, transportation network vehicle, or airport limousine within the corporate limits of the city.

Waiting time means the time when a taxicab is not in motion, from the time of acceptance of a passenger to the time of discharge, but not including any time the taxicab is not in motion due to mechanical breakdown, traffic conditions or any cause other than the request, act or fault of a passenger.

(G.O. No. 5391, § 1, 7-6-2004)

Cross reference— Definitions generally, § 1-2.

Sec. 118-32. - Penalty.

Any person who violates the provisions of this article shall be subject to a fine and penalty under section 1-7 for each trip he makes while not in compliance, except that failure to have requisite permits and/or licenses shall constitute a separate violation for each day the person fails to comply with the provisions of this article.

Sec. 118-33. - Injunctive relief.

In addition to the penalties set forth in this article, the city attorney is hereby authorized to file and obtain injunctions on behalf of the city against persons who are violating provisions of this article. If the city seeks injunctive relief from the circuit court for violations of this article, penalty provisions set forth in this article shall not apply to any person violating this article.

Sec. 118-34. - Intent of article; findings.

The city council hereby finds and declares that it is the intent of this article to provide for a unified transportation system based upon considerations of public health, safety and welfare and a determination of public convenience and necessity. The city council further finds and declares that the operation of motor vehicles to carry passengers for hire in violation of the provisions of this article affects the public health, safety and welfare and constitutes a public nuisance because it involves the operation of a business on the streets of the city without obtaining the necessary authority, permits, or licenses.

Sec. 118-35. - Applicability of article; exceptions.

(a) This article shall apply whenever a passenger to be transported for hire is picked up within the city limits, regardless of his destination, but shall not be applicable if the passenger is picked up outside the city limits and is discharged within the city limits.

(b) This article shall not apply to transportation provided as follows:

(1) By any persons operating a transportation system which is funded in whole or in part by a federal, state or local governmental agency.

(2) By renting a vehicle for a minimum period of two hours to not more than one person, provided that a vehicle which is so rented shall not otherwise be used as a taxicab, courtesy car, transportation network vehicle, or airport limousine within the provisions of this article.

(3) If the passenger is picked up outside the city limits and is discharged within the city limits.

(4) By any person who possesses a permit issued by the Interstate Commerce Commission or state public service commission to transport passengers for hire, over which person the city has no authority.

(5) By any business regulated in whole by the federal or state government and to which local regulations would not apply.

Sec. 118-36. - License, permit, or other authorization required for transport of passengers for hire.

It shall be unlawful for any person to carry passengers for hire in a motor vehicle or operate or maintain a business which carries passengers for hire in motor vehicles within the city, unless the person is authorized to operate such a motor vehicle for hire under this Code or federal or state law.

Sec. 118-37. - Proof of insurance and inspection of vehicles prerequisite to issuance of license or permit.

(1) The director of finance shall have the authority to issue or renew a license or permit to operate a taxicab, transportation network, or airport limousine company as provided in this article, but no license or permit shall be issued or renewed until the applicant has produced proof of insurance as required by this article and all vehicles to be operated by or on behalf of ~~the~~ a taxicab or airport limousine company have been inspected and approved ~~by the chief of police or his designee under this article, and specifically section 118-498~~.

Sec. 118-38. - License and permit requirements.

It shall be unlawful for any person to engage in the business of transporting passengers for hire within the city except as follows:

(1) Any person operating a taxicab who has obtained a driver's permit to operate a taxicab, who is operating a taxicab that has a valid vehicle permit, and either holds a taxicab company license as required by section 118-36 or is employed as an agent or employee of a licensed taxicab company or is operating his vehicle under another's license as permitted by section 118-36.

(2) Any person operating an airport limousine who has obtained a permit to operate an airport limousine and who has a valid current business license as required by section 118-36.
(3) Any person operating a courtesy car whose operation is exempt from licensing as provided by section 118-39.
(4) Any person operating a commercial trolley bike who either has a valid current business license as required by section 106-611 or is employed as an agent or employee of a licensed commercial trolley bike company.
(5) Any person operating a transportation network company vehicle who has obtained a driver's permit to operate a transportation network company vehicle, who is operating a transportation network company vehicle that has a valid vehicle permit, and either holds a transportation network company permit as required by section 118-36 or is employed as an agent or employee of a permitted transportation network company or is operating his vehicle under another's permit as permitted by section 118-36.

(G.O. No. 6209, § 4, 7-13-2015)

Sec. 118-39. - Exemption of courtesy cars from license requirement.

The operation of a courtesy car shall be exempt from the licensing provisions of this article when operated in accordance with the following:

(1) The courtesy car shall be operated by a hotel, ~~or~~ motel, or adult or child daycare facility as an adjunct of its business.
(2) The courtesy car shall carry no passengers other than employees of the hotel, ~~or~~ motel, or adult or child daycare facility operating the courtesy car, except to transport patrons of the hotel, ~~or~~ motel, or adult or child daycare facility ~~to and from an airport or bus station~~.
(3) The courtesy car shall serve only one hotel, ~~or~~ motel, or adult or child daycare facility; provided, however, that two or more hotels, ~~or~~ motels, or adult or child daycare facilities having the same ownership may be served by the same courtesy car.
(4) No consideration shall be paid by the passenger or charged by the operator for the services provided, except such services may be a service normally provided to patrons of a motel or hotel. No additional charge may be made for providing such service, either at the time the service is provided or on the customer's ~~motel or hotel~~ bill.
(5) The vehicle shall be identified as a courtesy car with the name of each hotel, ~~or~~ motel, or adult or child daycare facility served by the courtesy car clearly shown on the outside of the vehicle.
(6) The owner of the courtesy car shall comply with all laws of the state with respect to vehicle safety, vehicle inspection and method of operation.
(7) The owner shall carry the minimum insurance requirements established under this article for taxicabs, airport limousines and courtesy cars.

Sec. 118-40. - Application for license or permit.

Application for a taxicab, transportation network, or airport limousine company license or permit under this article shall be made to the director of finance. Such application shall be verified under oath and shall set forth the following:

(1) A full identification of the applicant and all persons having an interest in the license or permit if granted.

(2) The residence and business address and the citizenship of all members of any firm or partnership and of all officers, directors and stockholders of any corporation applying.

(3) Whether or not the applicant or any of the persons to be interested in the license or permit, if granted, has been convicted of the violation of any national, state or municipal law.

(4) Proof of financial responsibility, including but not limited to the following:

~~a. Balance sheet and income statement prepared by a certified public accountant or public accountant and which contains the same information as the balance sheet and income statement required by section 118-48(2).~~

~~b~~a. Statement of any unpaid claims or unsatisfied judgments against the applicant, other persons interested in the license or permit, if granted, or any other person with whom the applicant has been either associated or employed, for damages resulting from the negligent operation of a vehicle.

~~c~~b. Statement of any unpaid claims or unsatisfied judgments not covered in subsection (4)b of this section which have arisen in the past six years, and an explanation of each transaction giving rise to such unpaid claims or unsatisfied judgments.

~~d~~c. Submission of required proof of insurance.~~, bonds and security pursuant to sections 118-46 and 118-47~~.

~~(5) The past experience that the applicant has had in rendering taxicab, airport limousine, courtesy car, or other public passengers-for-hire service in any municipality, including but not limited to the names of supervisors, the names and addresses of taxicab companies the applicant has operated for, dates of service and municipalities~~.

(~~6~~5) Whether or not any permit or license issued to the applicant or other person interested in the license or permit, if granted, has been revoked, and, if so, the circumstances of such revocation.

(~~7~~6) The number of taxicabs, transportation network company vehicles, or airport limousines proposed to be operated.

(~~8~~7) A complete description of the vehicles to be used in the proposed operation, including but not limited to vehicle make, model, VIN and color scheme, and a complete description of the proposed operation. This subsection shall not apply to transportation network companies.

(~~9~~8) The color scheme, name and characteristic insignia to be used to designate the vehicles of the applicant as approved by the director of finance. This subsection shall not apply to transportation network companies.

a. The color scheme may not duplicate that of an already licensed taxicab or airport limousine company, including the primary color to be placed on the doors, or be so close in design as to cause confusion among the public as

to the identity of the taxicab or airport limousine company, and must be consistently used on each and every vehicle operated under the taxicab or airport limousine company license.

b. Any taxicab vehicle in service on January 31, 1996, shall not be required to be changed to conform to the color scheme of the taxicab company, with the exception of the dome light, to comply with this section. Any taxicab vehicle placed in service after January 31, 1996, shall comply with this section. If, at the time of the effective date of the ordinance from which this article is derived, two taxicab companies are using the same or similar color schemes, the taxicab company which first used the color scheme may continue using the color scheme. All other taxicab companies shall designate a different color scheme for future use; provided, however, no two taxicab companies may designate a color that is a different shade of a color designated by another company as its primary or main color. By way of example, but not limitation, should one company designate yellow as its primary, main or distinctive color, no other shade of yellow may be permitted.

(9) An individual, together with the individuals name, address, e-mail address, and telephone number, who is authorized to represent the company in the capacity of a registered agent, and authorized to accept notices and tickets issued pursuant to this Chapter.

(10) A schedule of proposed fares for the transportation network services.

(11) A statement signed by the applicant that they will obey all laws, rules, regulations, policies, and procedures that govern companies regulated by this chapter.

(12) A statement signed by the applicant that they will not allow drivers to utilize their service until the drivers have met all requirements of this chapter and are in good standing with the director of finance.

(13) No transportation network company permittee shall disable, eliminate or otherwise prevent access to the transportation network company's application by the licensing official or designee of the licensee's official for purposes of enforcing this chapter.

(1~~0~~4)Such further information as the ~~chief of police or~~ director of finance may require.

Sec. 118-41. - Granting or denial of license or permit.

Whenever any applicant for a taxicab, transportation network company, or airport limousine company license or permit shall have complied with all the conditions and regulations pertaining to the filing of his application, the director of finance shall issue the license or permit unless the information contained in the application demonstrates that it is not in the best interests of the public health and safety of the residents of the city that a license or permit should be issued. If an application for a license or permit is denied, the applicant shall have the right to a hearing before a hearing officer designated by the city manager, in

accordance with the procedures set forth in section 118-43 for revocation of a license or permit.

Sec. 118-42. - Transfer of license or permit.

No taxicab, transportation network, or airport limousine company license or permit issued under this article or any interest in such license or permit shall be transferred from one person to another. However, nothing in this section shall prevent the cancellation, release or other termination of a security interest in the tangible or intangible assets of the business entity holding the taxicab, transportation network, or airport limousine company license or permit if such cancellation, release or other termination of the security interest is executed by and between the holder of the taxicab, transportation network, or airport limousine company license or permit and the holder of the security interest or approved assignee thereof.

Sec. 118-43. - Revocation of license or permit.

(a) The director of finance shall notify the licensee or permittee, and any person holding a financial interest in the taxicab, transportation network, or airport limousine company as shown on the records of the director of finance or the application for a license or permit, of any violation of this article which he has reason to believe exists, by certified mail, to the address listed by the taxicab, transportation network vehicle, or airport limousine company on its license or permit application. Within ten days of the notice of the violation, a request in writing may be made to the director of finance by the person holding a taxicab, transportation network, or airport limousine company license or permit, as shown by the records of the finance department and on the application for a license or permit, for an administrative hearing before a hearing officer designated by the city manager. Such hearing shall be held under the rules of administrative procedure, and the hearing officer shall take evidence and issue a ruling on whether or not the taxicab, transportation network, or airport limousine company has violated any of the following conditions. If such is found, the hearing officer may revoke the license or permit to operate a taxicab, transportation network, or airport limousine company. If no request in writing for a hearing is received within the ten-day period, the director of finance shall have power to revoke any such taxicab, transportation network, or airport limousine company license or permit for the following reasons:

(1) The violation of any provision of this article.

~~(2) When it has been proved to the director of finance by a preponderance of the evidence before him that the holder of such taxicab or airport limousine company license has discontinued operation for a period of more than 30 consecutive days.~~

(~~3~~2) That such licensee or permittee has knowingly continued to employ a driver who has violated provisions of this article or whose driving activity on behalf of

the taxicab, transportation network, or airport limousine company is not covered by insurance as required under this article.

(~~4~~3)Whenever it shall appear that a license or permit issued under this article has been obtained by misrepresentation or fraud.

(~~5~~4)That the licensee or permittee has knowingly continued to employ a driver who has refused service to an individual without proper cause or that such person encourages such practice to be the method of operation or has violated the provisions of this article.

~~(6) That the licensee failed to replace a canceled security or bond required by this article within 15 days, excluding Saturdays, Sundays or legal holidays, from the director of finance's receipt of notice of cancellation.~~

(~~7~~5)That the licensee or permittee has refused or permitted others under its license or permit to refuse to provide a receipt upon request to any passenger that contains the amount charged for service, the number assigned to the taxicab or airport limousine driver by the ~~chief of police~~director, and the number of the taxicab or airport limousine.

(~~8~~6)That the licensee or permit has charged or permitted others under its license or permit to charge fares in excess of those on file with the director of finance as provided in section 118-127.

(~~9~~7)That such licensee or permittee has permitted the use of the same number assigned to a vehicle by the licensee or permittee pursuant to section 118-5~~4~~3 for more than one vehicle at the same time.

(b) When a taxicab, transportation network, or airport limousine company license or permit has been revoked, no vehicle shall continue to operate under the name, logo, insignia or color scheme of such taxicab, transportation network, or airport limousine company.

(c) The taxicab, transportation network, or airport limousine company license or permit of any person shall be forthwith revoked by the director of finance whenever he shall have received a certificate from any court or clerk thereof showing that such person has failed to satisfy, within 30 days, any final judgment upon which execution has been lawfully issued against such a person for damages on account of bodily injury, death or damage to property resulting from the ownership, maintenance, use or operation of a taxicab, transportation network vehicle, courtesy car or airport limousine; except that this provision shall not apply to any person who has presented an acceptable plan to settle such judgment.

Sec. 118-44. - Ownership of vehicles.

No taxicab, transportation network company, or airport limousine owner shall sell or lease, directly or indirectly, to a taxicab, transportation network, or airport limousine driver, a taxicab, transportation network vehicle, or airport limousine or sign for such taxicab, transportation network vehicle, or airport limousine so as to obligate the taxicab, transportation network company, or airport limousine owner on behalf of the taxicab, transportation network

company, or airport limousine driver for the payment of the vehicle to third parties.

Sec. 118-45. - Eligibility for license or permit after revocation.

Whenever a taxicab, transportation network, or airport limousine company license or permit issued under this article has been revoked by the director of finance for any of the reasons set forth in section 118-43, excepting subsection (2) or (6), no license or permit shall be issued to such person nor shall such person be allowed an interest in a license or permit for a period of not less than two years.

Sec. 118-46. - Vehicle insurance requirements.

(a) Before any license or permit is issued for the operation of a taxicab, transportation network vehicle, or airport limousine, the taxicab, transportation network, or airport limousine company shall file with the director of finance a policy of insurance issued by an insurance company duly licensed to transact business in the state, covering separately or in a schedule attached to such policy each vehicle licensed or permitted to be operated under the direction and control of such company. Such policy shall cover legal liability for bodily injuries or death of one person to the extent of $25,000.00 and subject to such limits as to injury or death of one person, of $50,000.00 on account of any one accident resulting in injuries to or death of more than one person, and of $10,000.00 for damage to property on account of any one accident.

(b) All such policies shall provide that they may not be canceled unless written notice of proposed cancellation is delivered to the office of the director of finance at least 30 days prior to the date of the proposed cancellation. If the taxicab, transportation network, or airport limousine company licensee, permittee, or other responsible party shall fail within the period specified in such notice of cancellation to provide proof of insurance as provided in subsection (a) of this section, then the license or permit affected by such cancellation shall be revoked as of the day such insurance ceases to be in force and effect, and thereafter it shall be unlawful for such owner or other responsible party to operate taxicabs, transportation network vehicles, or airport limousines in the city. If the taxicab, transportation network, or airport limousine company or responsible third party shall file a policy of insurance as required by this section within 30 days after the date of such revocation, then such revocation shall be lifted.

(c) All taxicab, transportation network, or airport limousine companies shall annually file with the director of finance a ~~monthly~~ list showing the year, make, model, VIN number, record of owner, and company providing insurance coverage for each and every taxicab, transportation network vehicle, or airport limousine in service under its license or permit. No taxicab, transportation network vehicle, or airport limousine shall be placed in service or permitted to operate under the taxicab, transportation

network vehicle, or airport limousine license or permit unless it is shown on such list within 30 days of being placed in service.

~~Sec. 118-47. - Proof of liquid assets or posting of security.~~

~~Before any taxicab or airport limousine company license is issued for the operation of a taxicab or airport limousine, the applicant shall file with the director of finance proof of $5,000.00 in liquid assets. The holder of the taxicab or airport limousine company license shall maintain the liquidity of these assets and not allow the value of the assets to fall below $5,000.00. In lieu of this, the applicant may post security in the same denomination either by posting a bond by a corporate surety authorized to do business in the state or by posting an escrow agreement. The bond or the escrow shall state that it is for the benefit of all creditors of the applicant which are unsecured or which are not protected by the insurance required in section 118-46.~~

Sec. 118-4~~8~~7. - Renewal of license or permit.

The director of finance shall renew taxicab, transportation network, or airport limousine company licenses or permits annually as required by section 118-36 to any applicant who can show the following:

(1) That all personal property taxes on vehicles operated as part of the business have been paid.

~~(2) That the applicant has filed a balance sheet and income statement prepared by a certified public accountant, which statement shall cover the 12-month period ending December 31 of the preceding calendar year and shall show that the business has not less than $5,000.00 in liquid assets.~~

(~~3~~2) The names and addresses of the owner, partners, limited partners, stockholders, officers and creditors of the corporation.

(~~4~~3) The percent of stock ownership of every stockholder.

(~~5~~4) Adequate proof that all taxicabs or airport limousines operated by or for the benefit of the taxicab or airport limousine company have been inspected and approved by the ~~chief of police~~ director of finance or his designee within 12 months prior to the date of submission of the application.

(~~6~~5) That the applicant has a current valid taxicab, transportation network, or airport limousine company license or permit.

~~(7) That the applicant has filed with the director of finance a dress code with which the applicant shall require its drivers to comply, which code shall include minimum requirements of dress and personal cleanliness which shall include a collared shirt, slacks or skirt, and a badge to be worn on the front of the shirt which shows at least the number assigned by the chief of policedirector to the driver and the name of the taxicab or airport limousine company under whose license the driver is operating a taxicab or airport limousine.~~

(~~8~~6) That the applicant has tendered payment of all required fees.

(~~9~~7)That the applicant has provided proof of insurance as required by section 118-46.

Sec. 118-4~~9~~8. - Vehicle equipment and inspections.

(a) Required equipment. Every ~~vehicle~~ taxicab and airport limousine ~~governed by this article~~ shall have and maintain the following equipment:
  (1) All appliances required by this Code and other ordinances of the city and the laws of the state for motor vehicles.
  (2) Two doors affording direct entrance and exit to and from both the front and rear seats; provided, however, minivans may have one side door, which may be on the nondriver's side, as a means of direct entrance and exit from rear seats.
  (3) An adequate light in the passenger compartment, controlled by a switch control in the passenger compartment.
  (4) A speedometer in good working order.
  (5) Cards containing the following:
    a. A card located in the passenger compartment, not less than four inches by six inches in size, which shall have plainly printed thereon the name of the taxicab or airport limousine company, its business address and telephone number, and the current schedule of fares on file with the director of finance as provided in division 3 of this article to be charged for the conveyance of passengers.
    b. A separate card provided by the director of finance to be located in the passenger compartment, not less than four inches by six inches in size, which shall have plainly printed thereon the address and telephone number where the customer may register complaints and comments about the taxicab or airport limousine service, and a list of the rights of customers granted by this article.
  (6) The vehicle permit issued by the ~~chief of police~~director.
  (7) A permanent device for affixing the daily log sheet.
  (8) A side-view mirror attached to both the left and right sides of the vehicle.
  (9) A card located in the passenger compartment on which there shall be the statement that it is unlawful to refuse service to any member of the general public when presently unoccupied except for the reason that such person is intoxicated, is using profanity, is abusive, desires to use the service to commit unlawful acts, presents an unreasonable risk of harm or injury to the driver, or cannot pay. However, this provision shall not apply to courtesy cars.
  (10)A display of the number assigned to the taxicab or airport limousine by the taxicab or airport limousine owner or taxicab or airport limousine company under whose license or permit the vehicle is operated which has each number no less than one inch in height and readily discernible by any person sitting in a seat intended for use by a passenger.
  (11) For taxicabs, a taximeter as follows: A taxicab shall be equipped with a taximeter of a size and design approved by the ~~chief of police~~director and which conforms to the following requirements:

a. Each taximeter must be driven direct from the taxicab transmission or connected with the speedometer driving shaft to the taximeter head itself.
b. Each taximeter must register upon visual counters the following miles:
   1. Total miles.
   2. Miles paid.
   3. Number of units.
   4. Number of trips.
   5. Number of extras.
c. Each taximeter must be furnished with a tamperproof switch and system of electrical distribution so that when the taximeter flag is in the vacant or nonearning position the "vacant" sign on top of the taxicab will be lighted, and when the meter flag is thrown to an earning position the fare indicator of the taximeter will be lighted.
d. There shall be an electrical light or sign located on the top of each taxicab, of a size and design approved by the ~~chief of police~~director and which is connected to the taximeter in the means prescribed in this article, so that such light or sign will be electrically lighted when the taxicab is vacant.

(b) Annual inspection. Every vehicle governed by this article shall be inspected annually by the ~~chief of police~~director or his designee for all items of equipment required by the provisions of this section or other provisions of this article.

(c) Additional inspections; reinspections; issuance of inspection sticker. Every vehicle involved in a motor vehicle accident in which over $500.00 damage was done to such vehicle shall be required to be reinspected. Also, the city shall have access to any maintenance records of any vehicle upon request and may order a reinspection at any time after the expiration of 30 days from the date of a previous inspection, provided there is reason to believe that the vehicle's operation does not comply with the provisions of this article or that the vehicle is dangerous or unsafe or is not being properly maintained or used. If the vehicle cannot be approved upon a reinspection, the director of finance shall first order such vehicle's operation to be discontinued for a period of 15 days in which the owner of the vehicle may request a second reinspection. If the owner of the vehicle does not request the second reinspection or if the vehicle cannot be approved upon the second reinspection, the director of finance shall revoke the license or permit corresponding to such vehicle. An inspection sticker shall be issued for each vehicle which passes the required inspection and shall be affixed on the vehicle by the city in a visible location.

(d) Inspection sticker required. It shall be unlawful to operate a taxicab or airport limousine on the city streets without a current valid inspection sticker affixed thereto. The inspection sticker shall be valid for a period not to exceed one year from the date it is issued and shall not be transferred to any other vehicle.

Sec. 118-~~50~~49. - Cleanliness and condition of vehicles.

Every vehicle governed by this article shall be kept in a clean and sanitary condition and shall be swept and dusted at least once a day. Every vehicle shall be kept in such condition of repair as may be reasonably necessary to provide for the safety of the public and for continuous and satisfactory operation. For

transportation network companies, a vehicle that does not meet the requirements of this Section shall, upon notice to the transportation network company, be deactivated from the platform.

Sec. 118-5~~1~~0. - Refusal of service.

It shall be unlawful for a driver of a taxicab or airport limousine to refuse service to a member of the general public except when such person is intoxicated, uses profanity, is abusive, desires to use the service for an illegal purpose, presents an unreasonable risk of harm or injury to the driver, or is unable to pay the legal fare. However, a driver of a taxicab, courtesy car, transportation network vehicle, or airport limousine shall not be required to provide service to an individual under the age of 12 without an adult passenger accompanying him or an individual who has as his destination point or departure point a mass transit terminal facility with which the operator does not have an operating agreement. A driver of a courtesy car shall not refuse service to any patron of the establishment with which the courtesy car is operated in conjunction unless such patron is intoxicated, uses profanity, is abusive, presents an unreasonable risk of harm or injury to the driver, is violating any city ordinance, or desires service for an illegal purpose.

Sec. 118-5~~2~~1. - Daily log of trips.

Every taxicab or airport limousine licensee shall provide at the beginning of each driver's tour of duty a log sheet which is numbered in sequence. The driver shall maintain such log sheet by departure time, departure location, destination location, destination time and fare charged. The licensee shall collect such log sheets at the end of every driver's tour of duty and maintain such records for inspection by the ~~chief of police and the~~ director of finance for a period of one year.

Sec. 118-5~~3~~2. - Records of vehicles.

Every taxicab or airport limousine licensee shall keep a record, in the manner prescribed by the director of finance, of all cars for which certificates are on file with the director of finance, showing the serial number, and, if operated, the hours of operation, the name of the driver and the hours of work of each driver, or, if the taxicab is not in operation, the reason therefor. Such records shall be maintained for a period of one year and shall be available to the ~~chief of police and the~~ director of finance upon request.

Sec. 118-5~~4~~3. - Information to be displayed on vehicles.

(1) Every vehicle governed by this article, except transportation network vehicles, shall have a serial number which shall be painted on the sides and back thereof in figures of at least three inches in height. The name of the operating company shall be painted thereon in a conspicuous manner. The rates on file with the director of finance as required by this article shall be painted on both sides of all taxicabs in letters and figures at least two inches in height. No legend except the name of the operating company, vehicle number, rates and telephone number may be used on the sides of any vehicle. The color scheme, name and characteristic insignia used to designate vehicles shall not be changed except upon approval of the director of finance.

(2) Transportation network vehicles shall display a valid vehicle permit in a manner prescribed by the director.

Sec. 118-5~~5~~4. - Removal of vehicle markings upon sale or disposition of vehicle.

No taxicab or airport limousine company or taxicab or airport limousine owner shall sell or otherwise dispose of any taxicab or airport limousine without first removing or obliterating the vehicle markings required by section 118-54~~3~~, unless such vehicle is to be used as a taxicab or airport limousine of the same company. Upon sale or other disposition, the taxicab or airport limousine company or owner shall notify the director of finance of such sale or disposition and the reason for the sale or disposition on the list required under section 118-46.

~~Sec. 118-565. - Office and telephone required.~~

~~No holder of a taxicab or airport limousine company license shall operate in the city without having an office and a telephone in a commercially zoned location for receiving and dispatching calls.~~

Sec. 118-5~~7~~5. - Reports of violations by drivers.

A licensee or permittee under this article shall report to the ~~police~~ department of finance the violation by a driver of ~~any of the operating company's rules and~~ any violation of any municipal, state or federal law committed by a driver.

Sec. 118-5~~8~~6. - Use or possession of intoxicating beverages or controlled substances by owner, driver or employees.

No taxicab, transportation network, or airport limousine owner, driver or employee, while on duty, shall have in his possession intoxicating liquor or non-intoxicating beer or controlled substances or drink or consume such items while

on duty. No driver shall knowingly purchase, carry or transport intoxicating liquor or nonintoxicating beer or controlled substances. However, a passenger may have in his possession unopened containers of intoxicating liquor or nonintoxicating beer. No driver, owner or employee of any owner of a taxicab or airport limousine company shall have in his possession at or near his office, place of business or garage any intoxicating liquor or nonintoxicating beer or controlled substances of any kind.

Sec. 118-57.- Taxicabs and airport limousine shall not operate as transportation network vehicles or provide transportation network services.

No taxicab or airport limousine shall operate as and no taxicab or airport limousine owner shall allow a taxicab or airport limousine vehicle to operate as a transportation network vehicle for the purpose of offering transportation network services.

Cross reference— Alcoholic beverages, ch. 10.

Sec. 118-5~~9~~8. - Use of vehicle for unlawful purpose.

No person shall use a vehicle governed by this article for any unlawful purpose, nor shall any owner or driver knowingly permit such unlawful use. When such unlawful use has occurred with the knowledge of the owner or driver of such vehicle, and he shall be duly convicted thereof, the director of finance shall revoke the permit to operate such vehicle and the ~~chief of police~~director shall also revoke the permit of such driver.

Sec. 118-~~60~~59. - Refusal to pay fare.

No person shall hire or permit himself to be carried as a passenger for hire in any taxicab, transportation network vehicle, courtesy car or airport limousine in the city and refuse to pay the fare for such trip.

Sec. 118-6~~1~~0. - Disposition of property found in vehicles.

A driver shall deliver all lost or misplaced property found in the vehicle to the holder of the taxicab or airport limousine company license for such vehicle at the end of the driver's tour of duty. The taxicab or airport limousine company shall keep such property for 24 hours, or a shorter time if the rightful owner of such property requests the release of such property. At the end of 24 hours, the taxicab or airport limousine company shall deliver such property, or the name and address of the owner of and description of such property, to the city police

department. Transportation network drivers shall deliver all lost or misplaced property found in the vehicle to the city police department at the end of 24 hours and if possible, provide the name and address of the owner of and a description of such property to the city police department.

Sec. 118-6~~2~~1. - Manner of operation of taxicabs.

Taxicabs shall be operated in the following manner:

(1) Determination of fare. A taxicab must use a taximeter in determining the fare to be charged. No other or different fare shall be charged to a passenger than is recorded on the reading face of such taximeter for a trip, except that any taxicab may charge a rate lower than that so recorded.

(2) Operation of taximeter. A driver of a taxicab equipped with a taximeter, while carrying passengers or under employment, shall not display the taximeter flag affixed to such taximeter in such a position as to denote that such vehicle is not employed or in such a position as to denote that he is employed at a rate of fare different from that to which he is entitled under the provisions of this article. It shall be the duty of each such driver to call the attention of passengers to the amount registered, and the taxicab flag shall not be changed to the "vacant" position until after the fare is paid.

(3) Acceptance of additional passengers. No driver of a taxicab having a passenger in his taxicab shall solicit or accept for carriage any other passenger without the consent of the original passenger. If two or more passengers are transported to different destinations, the taximeter shall be reset at the end of each trip, and if they are transported to the same destination only the original fare shall be charged.

(4) Taxicab routes. No owner or driver of a taxicab shall cause or permit such taxicab to be operated along routes in a manner similar to that of mass transportation vehicles operating along definite routes or between specific termini, or along fixed routes. Any owner or driver who operates, causes to be operated, or permits to be operated any taxicab persistently and repeatedly to and from, around or in the vicinity of any theater, railroad station, hotel or any other place of public gathering, or repeatedly along a street when there is nearby a suitably located taxicab stand, shall be construed to be operating such taxicab along a route.

Sec. 118-6~~3~~2. - Number of passengers in taxicabs and airport limousines.

There shall not be more passengers than that recommended by the manufacturer of the vehicle, including the driver, carried in a taxicab or airport limousine at one time. The front seat of a taxicab or airport limousine shall only be occupied by the driver and one passenger.

Sec. 118-6~~4~~3. - Manner of operation of airport limousines and courtesy cars.

(a) Courtesy cars. Courtesy cars shall be operated in the following manner:

(1) Restrictions on patronage. Drivers shall not offer service nor shall the owner permit the offering of service to any person other than a patron of a motel or hotel, or a patron of a business arranging sightseeing tours or other similar tours.

(2) Trip origins and destinations. Trip origins and destinations shall be fixed locations, which locations shall have been registered with the director of finance prior to the carrying of passengers to such locations. Courtesy cars shall not be operated so that a trip destination or departure is to or from a mass transit terminal facility with which the operator does not have an operating agreement.

(3) Payment of charges. The trip rate may either be charged to all patrons of the motel, hotel or other temporary residence business or a business arranging sightseeing tours or other similar tours when a person becomes a patron, or the trip rate may be charged to only those patrons who engage the courtesy car or to the owner of any business or facility which is the trip destination's approved fixed location.

(4) Maximum number of passengers. The maximum number of passengers in a courtesy car at any given time shall be that number set by the ~~chief of police~~director when the vehicle is inspected under section 118-4~~9~~8.

(b) Airport limousines. Airport limousines shall be operated in the following manner:

(1) Route. Airport limousines shall operate over fixed routes only, and such limousines shall operate closed-door from the point where the passenger is picked up to the point where the passenger is delivered. Airport limousines shall not be operated so that a trip departure is from a mass transit terminal facility with which the operator does not have an operating agreement.

(2) Rate of fare. The trip rate shall be charged each passenger in accordance with the rate zone corresponding to the destination or commencement of the trip for each passenger.

(3) Maximum number of passengers. There shall not be more than 12 persons, inclusive of the driver, in an airport limousine at any given time.

(4) Operating agreement with airport. An airport limousine may not operate without a valid operating agreement with the body, board or authority legally in charge of the airport.

(5) Compliance with airport regulations. The owners, drivers and employees of an airport limousine service shall operate the airport limousines in a manner which will comply with all rules and regulations of the body, board or authority legally in charge of the airport, if such rules and regulations, and all amendments thereto, have been filed with the director of finance and ~~chief of police~~director prior to their effective date.

Sec. 118-6~~5~~4. - Specialty passenger service.

A specialty passenger service shall comply with all provisions of Chapter 118 applicable to taxicabs including driver's licensing requirements unless specifically excluded or modified by this section.

(1) In addition to the information required in the application for a taxicab company license, an applicant operating a specialty passenger service shall submit a plan describing the vehicle(s) to be used and stating the types of events or activities at which the service will operate. If the service is to be operated in a special activity area, the plan shall set out in detail the area of and manner of operation of the service in the area. Any plan is to include the place of and length of stops and shall set forth the streets to be used and shall affirm that no structures, traffic control devices or utility wires shall be an obstruction to the operation of the service. The Director of Finance shall have available a form setting out additional information needed in the plan. Further information may be requested before a final decision is reached.

(2) The plan must be approved by the City Manager or his designee. A special activity area may be established if deemed appropriate to implement the plan. The impact to the City Utility bus service shall be considered and direct competition with established service routes is to be avoided unless the events or special activity area cannot be adequately served during a special event or during times of need for additional passenger service. If the plan is found to be in the best interest of the city and if all requirements are meet to assure the public health and safety, the plan may be approved. If during the term of the license, public health or safety issues arise, the city may require a modification of the plan to address those issues. A request to amend the plan may be filed by the licensee during the license period and the review of the proposed amendment shall proceed as above outlined.

(3) Paragraphs (a) (2), (7) and (11) of Section 118-4~~9~~8 shall not apply to a specialty passenger service. Specialty passenger vehicles shall have at least two means of ingress and egress accessible by passengers.

(4) Section 118-5~~2~~1 shall not apply to specialty passenger service. A specialty passenger service must have an approved plan on file with the city authorizing all passenger transportation that is undertaken by the service. It is unlawful to transport passengers in violation of the approved plan, in the absence of a plan, in violation of any applicable provision of Chapter 118 or other provisions of the city code, state statutes or federal rule, regulation or law.

(5) The requirements of Section 118-5~~4~~3 shall apply to a specialty passenger service; however, the proposed plan of operation may include a request to modify the requirements including a change of color scheme or legend so long as such change reasonably relates to the events or special activity area being served.

(6) Section 118-6~~2~~1 shall not apply to specialty passenger service. The operation of the specialty passenger service shall be in line with the approved plan and approved fee schedule.

(7) Section 118-6~~3~~2 shall not apply to specialty passenger service. The occupancy of a specialty passenger vehicle shall not exceed the manufacturers stated capacity. The capacity shall be prominently displayed.

(G.O. No. 5391, § 2, 7-6-2004)

Section 118-65.-Manner of Operation of Transportation Network Companies

(1) A transportation network company shall not disclose a passenger's personally identifiable information to a third party unless: the passenger consents, disclosure is required by a legal obligation, or disclosure is required to protect or defend the terms of use of the service or to investigate violations of those terms. In addition to the foregoing, a transportation network company shall be permitted to share a passenger's name and/or telephone number with the transportation network company driver providing transportation network company services to such passenger in order to facilitate correct identification of the passenger by the transportation network company driver, or to facilitate communication between the passenger and the transportation network driver.

(2) No transportation network driver shall solicit passengers for transportation in a transportation network vehicle on any public way or at any public airport or operate a transportation network vehicle so as to cruise in search of patronage. No such transportation network vehicle shall be parked on any public way for a time longer than is reasonably necessary to accept passengers in answer to a call for service, and no passenger shall be accepted for any trip in such vehicle without previous engagement for such trip at a fixed charge or donation through the business office or transportation network service from which the vehicle is operated.

(3) Every transportation network vehicle operated on the streets of the city shall be maintained in clean and serviceable condition and in adequate repair. Every vehicle shall be substantially free from damage. All vehicles shall have no loose hanging metal, body molding or chrome stripping. The complete exhaust system shall be intact and in good working order. No vehicle shall operate with large dents or major body damage, nor shall it operate with large areas of unpainted or rusted metal. All vehicles shall have required fenders, bumpers, doors, door handles, lights and air conditioner, all of which shall be in good working order. All vehicles shall be equipped with brakes capable of stopping and holding the vehicle under all reasonable conditions, and shall have at least one door in addition to the driver's door affording direct entrance and exit to and from the passenger compartment. Failure to meet all above listed requirements shall cause the vehicle to be found unfit or unsuited for public use, and such vehicle may be ordered off the streets of the city.

Secs. 118-66—118-80. - Reserved.

DIVISION 2. - DRIVERS

Sec. 118-81. - Permit required; minimum age.

No person shall drive a taxicab, transportation network vehicle, or airport limousine unless duly granted a permit as provided in this division and having attained the age of 18 years.

Sec. 118-82. - Application for permit.

(a) Every applicant for a permit as a driver of a taxicab, transportation network vehicle, or airport limousine shall make application to the ~~chief of police~~ director on forms to

be supplied by the ~~chief of police~~ director. Driver permits, or the reasons for not granting a permit, shall be supplied to an applicant within 15 days following the date the application is received by the ~~chief of police~~ director. However, an interim permit may be issued if, in a review of the application, paperwork reveals no irregularities and the reviewing official has no reason to believe that the application will not be approved.

(b) The applicant shall provide such information as the ~~chief of police~~ director may require, including, but without limitation, the following:

(1) The applicant's name, age, residence, race, nationality, place of birth, citizenship, length of time resident in the city, marital status, height, weight, and color of eyes and hair. The applicant shall include the addresses of all residences for the five years preceding the application.

~~(2) Previous experience as a taxicab, airport limousine or other similarly classified vehicle driver by date, employer and locality; and, if there is previous experience, whether any license or permit was revoked or suspended and the date, locality and reason for such revocation or suspension.~~

(~~3~~2) Previous history of arrests and/or convictions for any felony, misdemeanor or ordinance violation, including traffic violations, giving the particulars of each, and prior terminations of employment or contracts as a taxicab, transportation network, or airport limousine driver.

~~(4) The names and current telephone numbers and addresses of three persons who have known the applicant personally for at least 12 months preceding the date of the application.~~

(~~5~~3) The fingerprints of the applicant.

(~~6~~4) At least three recent photographs of the applicant, which shall be of such size as may be required by the ~~chief of police~~director.

(~~7~~5) Proof of legal age required to obtain any license required to operate a vehicle licensed pursuant to this article.

(~~8~~6) Demonstration of ability to speak and understand the English language~~ and to read and recognize street signage~~.

(~~9~~7) Proof of a valid chauffeur's license issued to the applicant under the laws of the state of Missouri, or a valid license which would authorize the applicant to operate a taxicab, transportation network vehicle, or airport limousine under the laws of the state of Missouri~~, and submission to the chief of police~~director~~ of the certificate of registration furnished the applicant under RSMo 301.002 et seq. The number thereon shall be noted on the application for the permit~~.

(~~10~~8) Submission of a certificate of physical examination by a physician licensed to practice in the state, which shall recite the following matters:

a. The applicant is free of defective vision or has corrected vision to at least 20-20 in both eyes.

b. The applicant is free of defective hearing, epilepsy, vertigo, heart trouble, and any other infirmity, physical or mental, which would render applicant unfit for safe operation of a public vehicle.

c. The applicant is free from communicable diseases.

(~~11~~9) As a part of the physical examination, a certificate or other public record showing that the applicant has been tested and passed drug and alcohol

screening at least equal to the screening requirements set by the United States Department of Transportation for motor carrier drivers with respect to the number and types of drugs or controlled substances tested, which certificate must have been issued no more than five days prior to the date of application.

(1~~2~~0) Whether the applicant has completed a course in first aid and life saving administered under the American Red Cross or a course similar in content to the American Red Cross administered first aid and life saving course. Such completion of a course shall not be a requirement for the issuance of a driver's permit, but such completion, when evidenced, shall be noted on the driver's permit.

(c) As a part of the application, the applicant shall sign a release of information form which shall permit the director of finance ~~or the chief of police~~ to release information contained in the application to any law enforcement agency.

~~Sec. 118-83. - Examination of applicant for permit.~~

~~After complying with the provisions of section 118-82, every applicant shall be examined by the chief of police or his duly authorized subordinate as to the applicant's knowledge of the provisions of this article, knowledge of the city, and knowledge of local traffic regulations. An applicant shall not take the examination more than twice in any 14-day period. Should an applicant fail to pass the examination four times in a 28-day period, he shall not be permitted to take the examination for a period of three months. The applicant may also be required by the chief of police to demonstrate the skill and ability with which the applicant operates a motor vehicle.~~

Sec. 118-8~~4~~3. - Issuance and display of permit.

Before issuing a permit to drive a taxicab, transportation network vehicle, or airport limousine, the ~~chief of police~~ director of finance shall investigate the facts set out in the application and shall not grant a permit to drive a taxicab, transportation network vehicle, or airport limousine to any person who has been convicted of a violation of the criminal laws of any state or the United States defined as a felony and who has served any part of such sentence within five years of the date of such application, or who, in the opinion of the ~~chief of police~~director, is not physically fit or otherwise qualified to operate a taxicab, transportation network vehicle, courtesy car, or airport limousine in the city; except that the ~~chief of police~~ director may issue a license to such person when the person has shown evidence of criminal rehabilitation in accordance with RSMo 314.200. Upon being satisfied that the applicant is qualified and upon proof of payment of the fees required by this article, the ~~chief of police~~ director shall issue a driver's permit to the applicant, which shall be valid for a period of three years; provided, however, nothing in this section shall be construed as

requiring the issuance of a driver's permit to a person who is a resident of a halfway house or similar facility. The permit shall be prominently displayed in the taxicab, transportation network vehicle, or airport limousine at all times while the driver is operating the taxicab, transportation network vehicle, or airport limousine. The permit shall include a photograph of the driver and the number assigned to the driver by the ~~chief of police~~ director.

Sec. 118-85. - Notice of denial of permit.

If a driver's permit is not granted by the ~~chief of police~~ director, the director ~~chief of police~~ shall furnish the applicant the reasons for such refusal.

Sec. 118-86. - Appeal of denial of permit.

Whenever the ~~chief of police~~ director shall have refused to authorize the issuance of a driver's permit, the applicant, within ten days after the date of the notice of such refusal, may file a request in writing to the ~~chief of police~~ director for an appeal before a hearing examiner designated by the city manager. The hearing examiner shall conduct a hearing at which he may either consider such appeal on the evidence produced before the ~~chief of police~~ director or permit the introduction of new evidence and new tests. In the event of an adverse decision, the applicant shall have a right of appeal from the date of the city hearing examiner's decision to circuit court pursuant to RSMo 536.010 et seq.

Sec. 118-87. - Reapplication for permit after denial.

When an applicant has been denied a driver's permit ~~for reasons other than failing the examination pursuant to section 118-83,~~ no new application shall be considered for a period of one year.

Sec. 118-88. - Identification card.

At the time of issuance of a driver's permit, the ~~chief of police~~ director shall also issue an identification card, upon which shall be affixed one of the photographs and the number assigned to the driver and filed with the ~~chief of police~~director. The identification card shall be carried at all times by the driver when the permittee is driving a taxicab, transportation network vehicle, or airport limousine, and it shall be displayed on demand to any police officer.

Sec. 118-89. - Renewal of permit.

(a) Drivers' permits issued pursuant to this division may be renewed every three years by the ~~chief of police~~ director if the permittee makes application as provided for in section 118-82. The permittee shall submit with the application for renewal a certificate of physical examination as in the case of an original application, which certificate, in order to be accepted, must have been issued within 30 days of the date of application. The permittee shall also submit a certificate or other public record of passing drug and alcohol screening as provided in section 118-82 (b)(~~11~~9), which certificate, in order to be accepted, must have been issued within five days prior to the date of application. The ~~chief of police~~ director may require submission of other facts as he deems necessary.

(b) If a permittee does not make application for renewal of the driver's permit to the ~~chief of police~~ director prior to expiration of a current permit, the permittee shall be required to pay a delinquent application fee. If the permittee fails to renew the driver's permit within 30 days succeeding the expiration of a prior permit, the permittee shall be required to make an original application.

Sec. 118-90. - Smoking while carrying passengers.

Drivers of taxicabs, transportation network vehicles, or airport limousines are prohibited from smoking while carrying passengers who object to their smoking.

Sec. 118-91. - Notification of change of address.

Every holder of a driver's permit shall have his residence address on file with the ~~chief of police~~ director and in case of change shall notify the director~~chief of police~~ and any taxicab, transportation network, or airport limousine companies for whom the driver is operating a taxicab, transportation network vehicle, or airport limousine in writing within five days. Failure to notify the director ~~chief of police~~ of a change in address may result in revocation of the permit.

Sec. 118-92. - Drivers to remain in or near vehicle; dress and appearance of driver; wearing of badge.

The driver of any taxicab, transportation network vehicle, or airport limousine shall remain in or beside the vehicle at all times when such vehicle is standing upon the public streets, except that the driver may aid a passenger already engaged by the driver with luggage or from a building into the vehicle or out of the vehicle to a building or when conducting business in conjunction with his employment. The driver shall also maintain a neat and clean general appearance ~~and shall be dressed at all times while on duty in a collared shirt, slacks or skirt,~~ and wear a badge on the front of the shirt which lists at least the number assigned to the driver by the ~~chief of police~~director and the taxicab or airport limousine company under whose license he is operating the taxicab or

airport limousine. At the discretion of the driver, the badge may list the first and/or last name of the driver.

Sec. 118-93. - Procedure for revocation of permit.

Whenever a driver's permit is subject to revocation, a driver's permit may only be revoked by the ~~chief of police~~ director after ten days' written notice by registered mail to the permittee and only after a hearing if the permittee makes a request of the ~~chief of police~~ director in writing within the ten-day period for a hearing before the hearing examiner of the city.

Sec. 118-94. - Altering or defacing permit, identification card, rate card or log sheet.

No permittee shall deface any permit, identification card, rate card or daily log sheet, or remove, tamper with or alter a rate card displayed in a taxicab, transportation network vehicle, or airport limousine. In case of any violation of this provision, the ~~chief of police~~ director shall revoke the driver's permit. Such revocation shall be in addition to any other penalty imposed.

Sec. 118-95. - Revocation of permit for conviction of certain offenses, driving with excessive blood alcohol level, or failure to pass drug test.

Conviction of driving while intoxicated or driving when blood contains alcohol of 0.08 percent or more by weight in a personal vehicle, or leaving the scene of any accident, or operating a taxicab, transportation network vehicle, or airport limousine when blood contains 0.05 percent or more by weight of alcohol, or failure to pass or submit to a drug test requested by the director of finance or by the ~~chief of police~~director upon probable cause, shall operate as a revocation of any driver's permit issued under this division, and such driver shall not be eligible to receive a new permit for a period of one year from the date of such conviction, except in accordance with RSMo 314.200.

(G.O. No. 5391, § 3, 7-6-2004)

~~Sec. 118-96. - Violation marks.~~

~~(a) For the purpose of regulating permittees under this division, the chief of police is authorized to establish a system of violation marks for the violation of traffic ordinances and ordinances pertaining to taxicabs, transportation network vehicles, airport limousines and other public vehicles, in accordance with the following classified schedule:~~

~~(1) Class I. Four violation marks shall be entered for each conviction of an offense under any of the following sections:~~

~~106-19~~	~~One-way streets and alleys.~~
~~106-79~~	~~Obedience to police and fire department officials.~~
~~106-128~~	~~Immediate notice to police department.~~
~~106-129~~	~~Written reports required.~~
~~106-130~~	~~Reports when driver unable to report.~~
~~106-153~~	~~Obedience required.~~
~~106-157~~	~~Flashing signals.~~
~~106-181~~	~~Vehicles to keep to righthand side of street.~~
~~106-190~~	~~Passing other vehicles traveling in same direction.~~
~~106-191~~	~~Stopping for school bus.~~
~~106-203~~	~~Careless and imprudent driving.~~
~~106-231~~	~~Speed greater than reasonable and prudent.~~
~~106-232~~	~~Speed limit within central business districts and university district.~~
~~106-234~~	~~Speed limit outside central business district.~~
~~106-235~~	~~Speed limit on approach to certain intersections.~~
~~106-236~~	~~Speed limit in school zones.~~
~~106-281~~	~~Vehicles required to stop or yield right-of-way prior to entering through streets.~~
~~106-300~~	~~Stopping, standing or parking prohibited in specified places.~~
~~118-498~~	~~Vehicle inspection and equipment.~~
~~118-510~~	~~Refusal of service.~~

~~118-521~~	~~Daily log of trips.~~
~~118-543~~	~~Information to be displayed on vehicles.~~
~~118-587~~	~~Use or possession of intoxicating beverages or controlled substances by owner, driver or employees.~~
~~118-598~~	~~Use of vehicle for unlawful purpose.~~
~~118-621~~	~~Manner of operation.~~
~~118-88~~	~~Identification card.~~

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~~(2) Class II. One violation mark shall be entered for each conviction under any traffic ordinance or ordinance governing taxicabs, transportation network vehicles, airport limousines or other public vehicles not included in Class I.~~

~~(3) Class III. In addition to violation marks entered on convictions as provided in Classes I and II, the chief of police may, after hearing, enter marks for minor violations of rules and regulations, not exceeding one mark in any single case.~~

~~(b) When a permittee receives 12 violation marks in accordance with the schedule provided in this section during any 12-month period, it shall be mandatory upon the chief of police to suspend the permit of the driver for a period of 30 days. Upon completion of the suspension period, a permittee shall have his total of violation marks reduced by one-half.~~

~~(c) Whenever a permittee has accumulated sufficient violation marks to require a second suspension within an 18-month period, the chief of police shall not suspend but shall revoke the driver's permit, and such driver shall not be eligible to receive a new permit for a period of one year from the date of such revocation.~~

Sec. 118-9~~7~~6. - Revocation of permit for driving while permit is suspended.

Whenever a permittee is convicted of driving a vehicle for which a driver's permit is required during a period for which the permit has been suspended, the ~~chief of police~~director shall revoke the permit of such driver, and such driver shall not be eligible to receive a new permit for a period of one year from the date of such revocation.

Sec. 118-9~~8~~7. - Revocation of permit for other causes.

(a) The ~~chief of police~~director shall revoke the permit of any driver whenever the ~~chief~~ director finds any of the following causes to exist:

(1) The permittee has obtained a permit by false statements in the application for such permit or upon misrepresentation.

(2) The permittee has become physically or mentally incapable of driving a vehicle.

(3) The permittee has been convicted of a felony.

(4) The permittee has been convicted of a misdemeanor or ordinance violation involving moral turpitude.

(5) The permittee has been assessed six points by the Department of Revenue on his driving record within a 12 month period of time.

(b) In addition to the powers to revoke under subsection (a) of this section, the ~~chief of police~~ director shall have continuing jurisdiction as to permits granted under this division. In the event of misconduct or acts on the part of a permittee which would be sufficient to justify the refusal of a permit in the case of an original application, the ~~chief of police~~ director may revoke a license already granted.

Sec. 118-9~~9~~8. - Notice of hearing involving permit or suspension or revocation of permit.

The ~~chief of police~~ director shall notify the driver of any hearing involving the driver's permit, of any suspension, or of any revocation of a driver's permit by registered mail directed to the last residence address of the driver on file with the ~~chief of police~~director. Notice of suspension or revocation shall require the driver to surrender the driver's permit and identification card.

Sec. 118-~~100~~99. - Eligibility for permit after three revocations.

Whenever a permittee has had the driver's permit revoked three times, the permittee shall not be entitled thereafter to make application for a new permit except with the approval of the city manager.

Sec. 118-10~~1~~0. - Authority to establish additional regulations.

The ~~chief of police and~~ director of finance ~~are~~is hereby authorized and empowered to establish and adopt such procedures required to carry out the intent of this article.

Sec. 118-10~~2~~1. - Replacement of lost or stolen permits.

A charge of $10.00 shall be paid to the director of finance by the holder of a driver's permit for the replacement of the permit when misplaced, lost or stolen.

Sec. 118-102. - Drivers; additional regulations

No driver, licensed under this chapter, shall:

(a) Threaten, abuse, insult, provoke, interfere with, impede, or obstruct any other licensed driver, any passenger, prospective passenger or any other person in connection with operations under this chapter.

(b) Have in his or her possession while operating a vehicle and performing services regulated by this chapter, any firearm or weapon;

(c) Provide any payment to any doorman, bellhop, taxicab starter, bartender, or any other person within the city, in return for the referral of passengers;

(d) Solicit passengers in the city, or lay hands upon the person or baggage of any person without the express consent of that person, or obstruct the movement of any persons, or follow any persons for the purpose of soliciting business;

(e) Deceive any person as to destination, route, or fare or drop the person at a location other than the location requested;

(f) Fail to provide a receipt upon request;

(g) Allow more passengers to occupy the vehicle than is provided for by its normal seating capacity, as indicated on the vehicle application. In no event shall more than two persons in addition to the driver be permitted to sit in the front seat of such vehicle.

Secs. 118-103—118-120. - Reserved.

DIVISION 3. - FEES, CHARGES AND RATES

Sec. 118-121. - Payment of fees and charges by licensees and permittees.

(a) It shall be unlawful for a person to operate a taxicab, transportation network company, airport limousine, or courtesy car service prior to the payment of all fees and charges required by this article and by the various provisions of this Code. Failure to pay any annual fees, charges or taxes established by this article or the various provisions of this Code is grounds for revocation of any permit or license issued to such person, and revocation shall not be deemed the exclusive remedy available to the city.

(b) It shall be unlawful for a person to drive a taxicab, transportation network vehicle, airport limousine or courtesy car prior to the payment of all fees and charges required by this article and by the various provisions of this Code, and this is grounds for revocation of any permit or license issued to such person, and revocation shall not be deemed the exclusive remedy available to the city.

Sec. 118-122. - Application fee for taxicab or airport limousine company license.

There is hereby established an application fee for a taxicab, transportation network, or airport limousine company license or permit. Such fee shall be such amount as established by ordinance from time to time. Such fee shall be paid prior to the acceptance of the application for a license or permit by the director of finance. Failure to pay such fee shall be grounds for refusing to accept and process an application for a license or permit. The proceeds shall be used to defray the cost of processing the application for a taxicab, transportation network, or airport limousine company license or permit. The application fee shall not in any part be refunded to the applicant.

Sec. 118-123. - Application fee for driver's permit.

There is hereby established an application fee of such amount as established by ordinance from time to time for a driver's permit or renewal thereof. Such fee shall be paid to the director of finance, who shall then issue a receipt to the applicant. The ~~chief of police~~director shall not accept an application for a driver's permit without such a receipt. The application fee shall defray the cost of processing the application, the cost of any hearing, the cost of testing, and other administrative costs and shall include the initial annual driver's permit fee. If this application is withdrawn or if the permit is not issued to the applicant, the director of finance shall refund to the applicant an amount equal to one-half the cost of the driver's permit.

Sec. 118-124. - License fee for taxicab or airport limousine company.

The taxicab or airport limousine company's license fee is hereby established as that fee which is set out in subsection 70-84(132).

Sec. 118-125. - Delinquent application fee for driver's permit.

There is hereby established a delinquent application fee for making application for a renewal of a driver's permit. Such fee shall be such amount as established by ordinance from time to time and shall be assessed in accordance with the provisions of sections 118-4~~8~~7 and 118-89.

Sec. 118-126. - Vehicle inspection fee.

There is hereby established a vehicle inspection fee, which shall be assessed against the operator each time the vehicle is inspected or reinspected pursuant to this article. No approval of a vehicle shall be given until such inspection fee is paid to the director of finance or his authorized agent. Such fee shall be such amount as established by ordinance from time to time.

Sec. 118-127. - Taxicab rates.

(a) The maximum rates charged to passengers of any taxicab company shall be on file with the director of finance. The rates shall be posted in each taxicab vehicle and visible to all passengers. Taxicab companies may only change the maximum rates to be charged to passengers by filing a notice with the director of finance 30 days in advance of any rate change. Failure to notify the director of finance of a change in rates 30 days in advance, or charging a passenger more than the rates on file, may result in a one-year suspension of the taxicab company license or the permit of the

driver involved, or both. Notwithstanding the foregoing language, taxicab companies may change their rates only once every 180 days.

(b) Notwithstanding the provisions of subsection (a), any taxicab company may charge a rate lower than those rates on file for the company with the director of finance.

Sec. 118-128. - Airport limousine rates.

(a) The maximum rates charged to passengers of any airport limousine company shall be on file with the director of finance. The rates shall be posted in each airport limousine and visible to all passengers. Airport limousines may only change the maximum rates to be charged to passengers by filing a notice with the director of finance 30 days in advance of any rate change. Failure to notify the director of finance of a change in rates 30 days in advance, or charging a passenger more than the rates on file, may result in a one-year suspension of the airport limousine company license or the permit of the driver involved, or both. Notwithstanding the foregoing language, airport limousine companies may change their rates only once every 180 days.

(b) Notwithstanding the provisions of subsection (a), any airport limousine company may charge a rate lower than those rates on file for the company with the director of finance.

Sec. 118-129. - Transportation network services rates

(a) Transportation network vehicles shall be for hire at a charge fixed by written agreement in advance which shall entitle the passenger contracting for transportation network services to the exclusive use of the vehicle for the individual or group during the agreed term of the hiring or for transportation to the specific destination, whichever the case may be. The transportation network company must provide a passenger with the rate in advance of the ride. Within 24 hours of the conclusion of the trip, a driver shall give the passenger a legible receipt showing:

(1) The rate;
(2) Total fare;
(3) How the fare was calculated;
(4) The mileage;
(5) The time;
(6) The name and phone number of the company;
(7) The name of the driver; and
(8) The vehicle.

The receipt may be submitted to the passenger electronically if the passenger is in agreement.

(b) Fares established for transportation network and sightseeing vehicles shall be filed with the director at least two (2) days before they shall become effective. It shall be unlawful to charge any fare for transportation network services other than the fares filed with the director in accordance with this section.

(c) Transportation network companies shall provide the passenger with a photo of the driver, including the make and model of the vehicle and license plate number that will be picking up the passenger. Further, the transportation network company will provide vehicles with GPS systems that will provide not only directions to the

destination but will allow the transportation network vehicle to be monitored as to its route.

(d) Each transportation network company shall maintain accurate records disclosing the number of trips per vehicle and the hours used. Such records shall be provided to the director upon request.

Secs. 118-129—118-150. - Reserved.

Section 2 – The section and subsection numbers shown herein shall be used unless the City Clerk or the codifier of the City Code assign a different section or subsection number to the language.

Section 3 – Savings Clause. Nothing in this ordinance shall be construed to affect any suit or proceeding now pending in any court or any rights acquired or liability incurred nor any cause or causes of action occurred or existing, under any act or ordinance repealed hereby. Nor shall any right or remedy of any character be lost, impaired, or affected by this ordinance.

Section 4 – Severability Clause. If any section, subsection, sentence, clause, or phrase of this ordinance is for any reason held to be invalid, such decision shall not affect the validity of the remaining portions of this ordinance. The Council hereby declares that it would have adopted the ordinance and each section, subsection, sentence, clause, or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared invalid.

Section 5 – This ordinance shall be in full force and effect from and after passage.

Passed at meeting: _____

_____
Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: Amanda R. Callaway, Assistant City Attorney

Approved for Council action: _____, City Manager

EXPLANATION TO COUNCIL BILL NO: 2016-064

FILED: 03-15-16

ORIGINATING DEPARTMENT: City Manager's Office

PURPOSE: Amending the Springfield City Code by repealing language contained in Chapter 118 Vehicles for Hire, and adding new regulations for Transportation Network Companies (TNCs) and Drivers.

BACKGROUND INFORMATION: The transportation industry is adapting with the addition of new technology. TNCs are utilizing digital networks and software applications to connect drivers with passengers. One TNC has stated that it is looking to expand into the Springfield market. Our current taxi regulations do not fit the advent of this new technology, and therefore TNCs are not able to operate in Springfield based on the lack of authorizing code provisions.

The Springfield Convention and Visitor's Bureau has also noted that visitors to Springfield have inquired about the ability to utilize a TNC for transportation services. The TNC topic was referred to the City Council Finance and Administration Committee. The Finance and Administration Committee recently had a meeting and recommended approval of these code revisions that will allow TNCs to operate in Springfield.

Also included in these code revisions are changes to the existing taxi regulations that will streamline the driver application process and eliminate unnecessary requirements. All drivers, including taxis and TNCs, are required to meet the same regulations, including a valid Missouri chauffeur's license, fingerprinting, and background checks, among other requirements. The proposed ordinance requires the same level of insurance on TNCs and taxis, which is the state mandatory minimum.

REMARKS: The bill is recommended by the City Council Finance and Administration Committee.

Submitted by:

Collin Quigley, Assistant City Manager

Recommended by:

City Council Finance and Administration Committee

Approved by:

Greg Burris, City Manager

One-rdg. _____
P. Hrngs. _____
Pgs. 5
Filed: 03-15-16

Sponsored by: Burnett

First Reading: _____ Second Reading: _____

COUNCIL BILL NO. 2016- 066 SPECIAL ORDINANCE NO. _____

AN ORDINANCE

APPROVING the plans and specifications for the Stormwater Improvements Atlantic Street (West of Glenstone Avenue) project, Plan No. 2015PW0005WT, accepting the bid of Hartman and Company, Inc., for that project; and authorizing the City Manager, or his designee, to enter into a contract with such bidder.

_____

WHEREAS, Hartman and Company, Inc., is the lowest responsive and responsible bidder for the Stormwater Improvements Atlantic Street (West of Glenstone Avenue) project, Plan No. 2015PW0005WT "Exhibit A;" and

WHEREAS, this stormwater project will improve the drainage and infrastructure along Atlantic Street, west of Glenstone Avenue and south through the property located at 1933 North Glenstone Avenue.

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

Section 1 – The City Council hereby approves the plans and specifications of the Stormwater Improvements Atlantic Street (West of Glenstone Avenue) project, Plan No. 2015PW0005WT, and accepts the bid of Hartman and Company, Inc., for that project at the price and sum set forth in said bid, except as said sum may be lawfully increased or decreased by the actual quantities of work units involved. 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.

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: Amanda R. Callaway, Assistant City Attorney

Approved for Council action: Guy Burns, City Manager

EXPLANATION TO COUNCIL BILL NO: 2016-066

FILED: 03-15-16

ORIGINATING DEPARTMENT: Public Works

PURPOSE: Approving plans and specifications for the Stormwater Improvements Atlantic Street (West of Glenstone Avenue) project, and to accept the bid of Hartman and Company, Inc., for that project (Plan No. 2015PW0005WT); and authorizing the City Manager, or his designee, to enter into a contract with such bidder.

BACKGROUND INFORMATION: This Stormwater project will improve the drainage and infrastructure along Atlantic Street, west of Glenstone Avenue, and south through the property located at 1933 North Glenstone Avenue, see "Exhibit A." This area is prone to flooding requiring the closure of Atlantic Street during heavy rain events. City staff collaborated with the owners of 1933 North Glenstone Avenue so that construction of these improvements will coincide with their parking lot improvements thereby saving the City the cost of replacing the pavement. City Utilities (CU) has gas and water facilities in the area that will be renewed as part of this project, and the cost of this work will be fully reimbursed by CU.

Bids were solicited for this project by advertising in the Daily Events from January 29, 2016 through February 2, 2016. Bids were opened on February 23, 2016, at 10:30 a.m., with the following bids received:

Contractor	Bid Amount
Hartman and Company, Inc.	$447,165.00
Engineer's Estimate	$473,155.00

Based on bid pricing, CU will reimburse the City an estimated $204,553.85 for the work related to the gas and water facilities, resulting in an estimated net cost to the City of $242,611.15. The low bid, if accepted, will be funded by Level Property Tax funds already budgeted for stormwater improvements.

This project supports the following Field Guide 2030 goal(s): Chapter 3, Economic Development; Major Goal 3, Plan for and develop infrastructure needed for sustainable, quality growth; Objective 3a, Prioritize key infrastructure improvements needed to facilitate private investment. Chapter 6, Growth Management and Land Use; Major Goal 1, Promote better collaboration between regional and local governing bodies; Objective 1a, Promote better collaboration and strategic planning between City of Springfield, Greene County and surrounding municipalities to foster a higher level of partnership and communication with all public entities.

REMARKS: Public Works recommends acceptance of the bid of Hartman and Company, Inc., as the lowest responsible bid and passage of this ordinance.

Submitted by:

Kirk Juranas, Assistant Director of Public Works

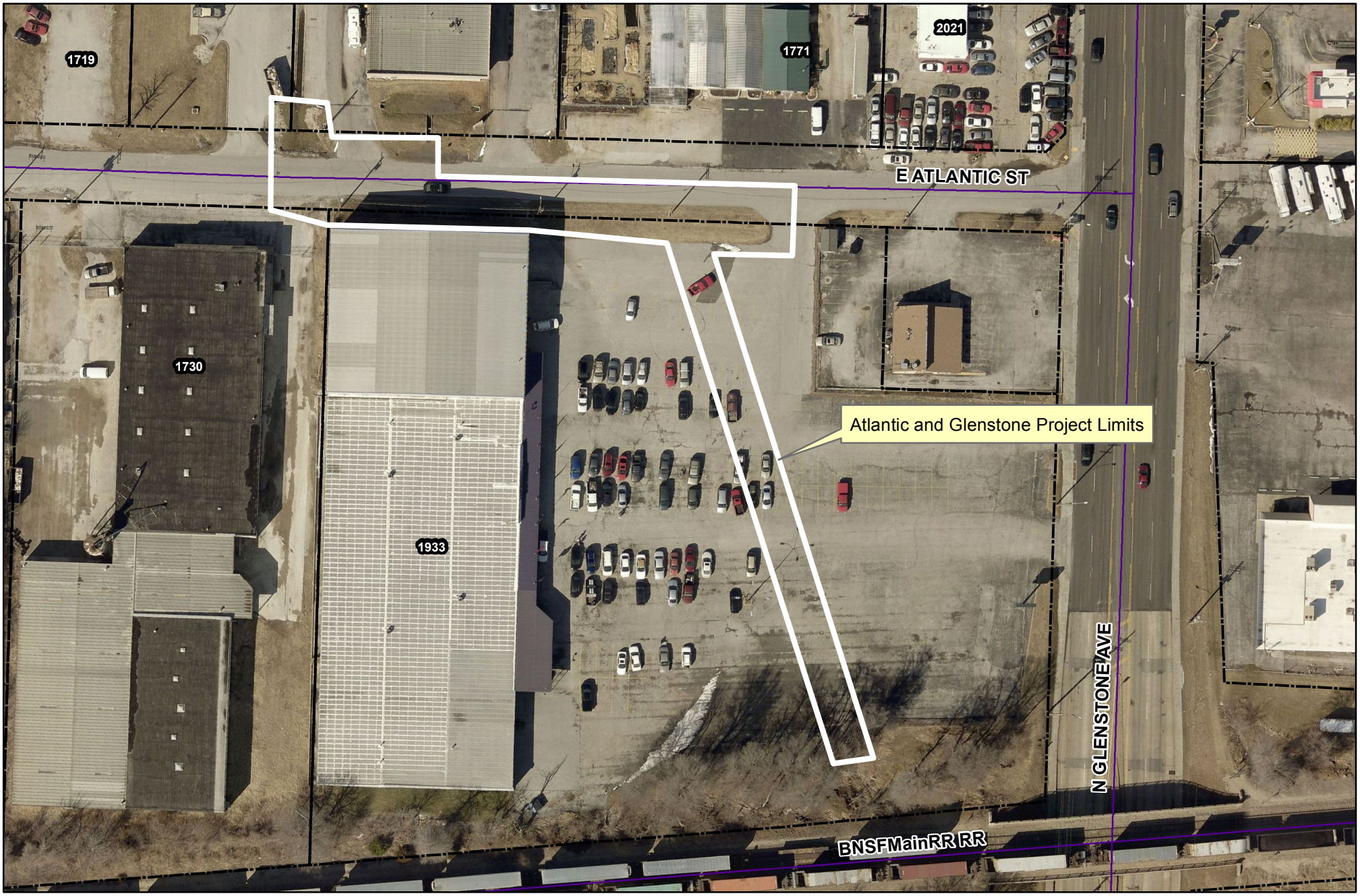
Recommended by:

Dan Smith, Director of Public Works

Approved by:

Greg Burris, City Manager

Exhibit A



City of Springfield, Missouri

0 40 80 160 Feet

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One-rdg. _____
P. Hrngs. _____
Pgs. 5
Filed: 03-15-16

Sponsored by: Ferguson

First Reading: _____ Second Reading: _____

COUNCIL BILL NO. 2016- 067 SPECIAL ORDINANCE NO. _____

AN ORDINANCE

DECLARING the necessity to condemn right-of-way over, under, and through the property located at 1705 North Colgate Avenue for the Homeland Subdivision Stormwater Improvement Project.

_____

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

Section 1 – The City Council hereby declares the necessity of condemning the following described property for the purpose of constructing and maintaining public drainage improvements, and for the relocation, construction, maintenance, and operation of gas, water, electric, telephone, fiber optic, and communications utilities, including necessary fixtures and appurtenances, for the improvement of the City's public drainage system, to-wit:

Owner of 1705 North Colgate Avenue (Tract No. 1) is NSI B, LLC. Also claiming an interest is Leah Betts, Greene County Collector, to the extent of any unpaid taxes and any other party claiming an interest in or to the property. "Exhibit A" attached hereto sets out the temporary construction easement sketch for this tract.

Tract No. 1: (NSI B, LLC)

TEMPORARY CONSTRUCTION EASEMENT BEING DESCRIBED AS FOLLOWS:

A temporary construction easement being a part of lots 279, 278, and the south 30 feet of 277 in Homeland Addition to the City of Springfield, Greene County, Mo, as filed in Greene County Recorder's Plat Book H, page 29, owned by the grantor as described in the Greene County, Missouri Recorder's Office in book 2014, page 033747-14; being more fully described as follows:

A temporary construction easement not to encroach on existing permanent structures being more particularly described as the easterly 25 feet of the southerly 10 feet of said

lot 279 containing an area of 250 square feet more or less, to provide a continuous easement as shown, subject to all easements and/or rights-of-way.

Said temporary construction easement will be terminated upon acceptance of the storm drainage and sidewalk construction by the City of Springfield Public Works Department.

Section 2 - The City Manager, or his designee, is hereby authorized to proceed immediately with condemnation proceedings against the above-described properties as authorized by Article II, Sections 2.16(3), (7), and (10), and Article XIX, Section 19.18, of the City Charter.

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: Amanda R. Callaway, Assistant City Attorney

Approved for Council action: Greg Burris, City Manager

EXPLANATION TO COUNCIL BILL NO: 2016-067

FILED: 03-15-16

ORIGINATING DEPARTMENT: Public Works

PURPOSE: To receive authority to condemn right-of-way over, under and through the property located at 1705 North Colgate Avenue "Exhibit A" for the Homeland Subdivision Stormwater Improvement Project.

BACKGROUND INFORMATION: The right-of-way is necessary for constructing and maintaining a public drainage system and for the construction and maintenance of Americans with Disabilities Act (ADA) compliant sidewalks for the Homeland Subdivision Stormwater Improvement Project, Plan No. 2014PW0061W, funded through the 1/4-Cent Capital Improvement Sales Tax.

This project will provide stormwater and sidewalk improvements to Pacific Street and Hillcrest Avenue which includes constructing a 2.5 foot tall by 6 foot wide underground concrete box culvert along the north side of Pacific Street from Colgate Avenue to Hillcrest Avenue. A 30-inch underground concrete pipe is proposed to be constructed along the east side of Hillcrest Avenue from Pacific Street north to Thoman Street. There will also be several 2-foot by 2-foot grate inlets installed in yards which will capture surface drainage and connect underground to the box culvert and concrete pipe. Americans with Disabilities Act (ADA) compliant sidewalks will be constructed above the concrete box along the north side of Pacific Street and above the concrete pipe along the east side of Hillcrest Avenue.

City staff has been able to reach agreements regarding the necessary right-of-way from 13 of the 14 properties. This ordinance allows the Law Department to file for appointment of commissioners with regard to the remaining property.

Negotiations are continuing with the remaining property owner to obtain the necessary easement and we are hopeful of reaching agreement in the near future. In order to keep this project on schedule for a 2016 letting, it is necessary to gain approval at this time. Should a settlement be reached with a property owner, condemnation will not be pursued on that tract.

Supports the following Field Guide 2030 goal(s): Chapter 6, Growth Management and Land Use; Major Goal 1, Promote better collaboration between regional and local governing bodies; Objective 1a, Promote better collaboration and strategic planning between City of Springfield, Greene County and surrounding municipalities to foster a higher level of partnership and communication with all public entities. Chapter 10, Public Health; Major Goal 5, Develop and ensure safe and healthy environments both indoors and outdoors; Objective 5b, Promote and encourage connectivity between parks, trails, bus routes, residential, and commercial areas.

REMARKS: The Public Works Department recommends passage of this Council bill.

Submitted by:

Kirk Juranas, Assistant Director of Public Works

Recommended by:

Dan Smith, Director of Public Works

Approved by:

Greg Burris, City Manager

Exhibit A

City of Springfield, Missouri

0 100 200 400 Feet

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One-rdg. _____
P. Hrngs. _____
Pgs. 26
Filed: 03-15-16

Sponsored by: Hosmer

First Reading: _____ Second Reading: _____

COUNCIL BILL NO. 2016- 068 SPECIAL ORDINANCE NO. _____

AN ORDINANCE

AUTHORIZING the City Manager, or designee, to enter into a Real Estate Transfer Agreement with BNSF Railway Company (BNSF), to transfer certain property underlying the West Wye Connector project (the "Project") to BNSF, and finding that the Project supports the public purposes of improving public safety, providing a more efficient rail system, and promoting economic development in central Springfield.

_____

WHEREAS, the City commissioned the *Railroad Reconfiguration and Grade Separation Study* to determine how best to reconfigure, relocate, and replace the capacity of rail operations for the purpose of developing the West Meadows area and to provide alternate rail routes for coal delivery for the purpose of reducing at-grade railroad crossings within Springfield; and

WHEREAS, the 2006 *Railroad Reconfiguration and Grade Separation Study* identified and recommended the Project as a way to improve traffic safety, provide additional public open space, and allow for more economic development in and around the West Meadows area; and

WHEREAS, on August 24, 2015, City Council approved the Construction and Maintenance Agreement for the project by Special Ordinance No. 26611.

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

Section 1 – City Council finds that the Project supports the public purposes of providing an expanded open space system in the West Meadows area, provides safer pedestrian and vehicular traffic environments, reduces noise and fuel pollution, diverts coal trains which use the Ft. Scott and Cherokee Subdivisions from entering central Springfield and improves coal delivery to the Southwest Power Plant, and provides an enhanced environment of economic development within the center city.

Section 2 – The City Manager, or his designee, is hereby authorized to enter into a Real Estate Transfer Agreement with BNSF, said agreement to be substantially in the form and content as that document attached hereto and incorporated herein by reference as “Exhibit 1;” and certain easement and deed documents to be approved by the City Attorney.

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 NO: 2016-_068__

FILED: 03-15-16

ORIGINATING DEPARTMENT: Planning and Development

PURPOSE: Authorizing the City Manager, or his designee, to enter into a Real Estate Transfer Agreement with BNSF Railway Company (BNSF) for the public purposes of improving safety, efficiency, and promoting economic development in central Springfield by transferring the property underlying the West Wye Connector project, which is a relocated BNSF railroad line connecting the Fort Scott and Cherokee Subdivisions.

BACKGROUND INFORMATION: The transfer of the West Wye property authorized by this ordinance is an important step in a program to create a more efficient and safe rail system through the City and will support the redevelopment of Central Springfield. Ultimately, when the overall program goal identified in the *2006 Rail Reconfiguration and Grade Separation Study* is reached, there will be an expanded open space system; safer pedestrian and vehicular environments; improved railcar interchange between BNSF and the Missouri & Northern Arkansas (M&NA) railroad; improved coal delivery to the Southwest Power Plant; and enhanced economic development opportunities for residential, business, and recreational facilities within the Center City due to these transportation safety enhancements.

The West Wye project enables the removal of track within the western portion of the West Meadows area, by diverting coal train activity from the Ft. Scott and Cherokee subdivisions out of BNSF's Main Yard, thus freeing up space in the Main Yard for tracks that are currently located in West Meadows.

REMARKS: The Real Estate Transfer Agreement will transfer from the City to BNSF a 2.614 acre, curved strip of land, where the West Wye Connector facility is scheduled to be constructed in April 2016. City Council approved the construction agreement for the West Wye facility by Special Ordinance No. 26611 on August 24, 2015. In exchange for transferring the property to BNSF, the City will receive credit towards future land purchases from BNSF or construction work to be performed by BNSF. This is valuable consideration, as the City acquires property and construction services from BNSF on a regular basis.

The exact amount of credit the City will receive in exchange for this property will be based on actual City expenditures to acquire the property and construct the West Wye facility. This amount is estimated to be $752,079.20, but it could vary slightly based on construction costs. The total budget for the project looks like this:

West Wye Project Total Budget

	Federal Funds	State Funds	Local Funds	Total
Acquisition	$ 500,000.00	$	$110,523.20	$ 610,523.20
Construction	$ 1,898,444.00	$ 50,000.00	$641,556.00	$ 2,690,000.00
Total	**$2,398,444.00**	**$150,000.00**	**$752,079.20**	**$3,300,523.20**

The West Wye portion of the project accomplishes the public purposes of traffic safety, added public open space, and economic development, as identified in Railroad Reconfiguration and Grade Separation Study. Specific public benefits include reduction of train, pedestrian, and vehicular encounters and reduction of noise and fuel pollution, because train traffic will be able to deliver coal directly to the site of the power plant without entering central Springfield to reach the North Yard of the railway and reconfiguring the train, thus providing for an efficient and cost effective method of delivering coal and reducing rail congestion on the main line. Further, the project provides economic development benefits by making center Springfield a more attractive place to develop residential, business, and recreational facilities due to reduced train traffic and reduced pollution. This project and the consideration being provided to the City by BNSF in exchange for the property serve a legitimate public purpose, overriding any incidental private benefit which accrues to BNSF in relation to the project.

The City commissioned the Railroad Reconfiguration and Grade Separation Study in 2005. The two identified goals of the Study, which was published in 2006, were to determine a track arrangement that would provide for the continued expansion of the Jordan Valley Park initiative named West Meadows, and to determine alternative routes for coal-delivery to eliminate at-grade railroad crossings within Springfield. The West Wye Connector was one recommendation from that study. In 2008, the City and BNSF entered into a Cooperative Non-Binding Memorandum of Understanding to address development issues in West Meadows, and have worked cooperatively to achieve the goals of the study since then.

This project supports the following Field Guide 2030 goal(s): Chapter 6, Growth Management and Land Use; Major Goal 4, Develop the community in a sustainable manner.

Submitted by:

Sarah Kerner

Sarah Kerner,
Interim Economic Development Director

Recommended by:

Mary Lilly Smith,
Director of Planning and Development

Approved by:

Greg Burris, City Manager

Exhibit 1

PURCHASE AND SALE CONTRACT

THIS PURCHASE AND SALE CONTRACT ("Contract") is entered into as of the Effective Date (defined below) by and between **THE CITY OF SPRINGFIELD MISSOURI** ("Seller"), and **BNSF RAILWAY COMPANY**, a Delaware corporation ("Purchaser").

In consideration of the mutual covenants set forth in this Contract and for other valuable consideration, which the parties acknowledge receiving, Seller and Purchaser agree as follows:

Section 1. Sale and Purchase.

(a) Subject to the terms and conditions set forth in this Contract, Seller agrees to sell and convey to Purchaser (or its designee), and Purchaser (or its designee) agrees to purchase and accept from Seller, for the Purchase Price (defined below):

(1) That certain tract of land (the "Land") in Greene County, Missouri commonly known as a tract of land located in the Northeast Quarter of the Southeast Quarter of Section 18 Township 29 North Range 22 West consisting of approximately 2.614 acres in Greene County, Missouri more particularly described in the attached **Exhibit "A"** and to be more particularly described as provided in Section 3 of this Contract, together with all strips and gores, easements, rights-of-way, licenses, interests, rights, and appurtenances appertaining to the Land, if any, except for Permitted Encumbrances (as hereinafter defined).

(2) All rights, titles, and interests of Seller in and to any easements, rights-of-way, or other interests in, on, or to any alley, highway, or street in, on, across or adjoining the Land, except for Permitted Encumbrances.

(3) All site plans, surveys, soil and substrata studies, environmental assessments, plans and specifications, engineering plans and studies, landscape plans, and other plans, studies or reports of any kind in Seller's or its contractors' or agents' possession that relate to the Property ("Plans and Studies").

(4) Any and all other rights, titles, interests, privileges, and appurtenances owned by Seller and in any way related to, or used in connection with, the ownership of the Land; provided that Purchaser desires to receive assignment of the same.

(b) The above listed items are collectively called the "Property." The Property must be conveyed, assigned, and transferred to Purchaser (or its designee) at the Closing (defined below) free and clear of all liens, claims, easements, covenants, conditions, rights-of-way, reservations, restrictions, encroachments, tenancies, mineral interests, royalty interests, oil, gas or mineral leases, and any other type of encumbrance (collectively, the "Encumbrances"), except the Encumbrances appearing in the Title Commitment (defined below) that either are not objected to, or, if objected to, are not cured and that are subsequently waived in accordance with Section 3 ("Permitted Encumbrances"). Without limiting the generality of the foregoing, the parties acknowledge and agree that the Permitted Encumbrances shall include any recorded

easements affecting the Property which exist as of the Effective Date of this Agreement and were previously granted to Seller in connection with Seller's operations of electric, gas, water, sewer and other utilities.

(c) At the Closing hereunder, Seller will reserve a non-exclusive easement over that portion of the Property which intersects with the existing Farm to Junction Road (the "Crossing Easement Area"), solely for Seller's use of a public roadway crossing and related improvements (collectively, the "Crossing"). The Crossing will be built and maintained after the Closing by Seller under the terms set forth in the Construction and Maintenance Agreement previously entered into by the Seller and Purchaser. Seller's use of the Crossing Easement Area and the Crossing shall be subject to Purchaser's right to use the Property in any manner as the Purchaser in its sole discretion deems appropriate; provided that Purchaser uses all commercially reasonable efforts to avoid material interference with the use of the Crossing Easement Area by Seller for its use of the Crossing. The reservation of the above-referenced easement by Seller shall be contained in the Deed (as hereinafter defined) in the form attached hereto as Exhibit B.

(d) At the Closing hereunder, Purchaser will grant to Seller certain easement rights to use and maintain certain existing utility facilities, electrical, water and sewer of Seller located on the Property, pursuant to that certain Utility Easement Agreement ("Utility Easement") in form attached hereto as Exhibit E. The Utility Easement shall not be in recordable form and shall not be placed on public record; provided that the parties shall execute and record a Memorandum of Easement pursuant to the terms of the Utility Easement, in the form attached as approved by the parties.

Section 2. Purchase Price.

(a) The purchase price ("Purchase Price") for the Property is approximately **Ten Dollars** (**$10.00**), and other good and valuable consideration, including but not limited to the following:

(i) At the conclusion of the project, the City will have spent approximately Seven Hundred Fifty Two Thousand Seventy Nine Dollars and Twenty Cents ($752,079.20**)** in acquisition of and construction on the Property. BNSF agrees that it will credit the City's actual costs on this project toward future land purchases from BNSF or construction work (including rail relocation work) from BNSF.

(b) The Purchase Price is payable in cash at the Closing (defined below).

Section 3. Title Commitment and Survey.

(a) As soon as practicable, but no later than twenty-five (25) days after the Effective Date, Purchaser, at its expense, will obtain the following:

(1) An ALTA Owner's Commitment for Title Insurance (or other comparable form if the Land is located in a jurisdiction which does not employ ALTA or TLTA standards) ("Title Commitment") from Nebraska Title Company, 5601 South 59th Street,

Suite C, Lincoln, NE 68516, 402-476-8818 ("Title Company"). The Title Commitment will set forth the status of title to the Property and will show all Encumbrances and other matters, if any, relating to the Property.

(2) Legible copies of all documents referred to in the Title Commitment, including but not limited to lien instruments, plats, reservations, restrictions, and easements.

(3) Copies of the tax statements covering the Property.

(b) Within twenty-five (25) days after the Effective Date, Purchaser, at its expense, will obtain a survey ("Survey") consisting of a plat and to the extent available, field notes describing the Property. The Survey must be a current, on-the-ground, staked survey performed by a registered public surveyor or engineer satisfactory to Purchaser and Title Company. The Survey must comply with the standards of an ALTA survey and must (i) reflect the actual dimensions of the Land and the number of gross square feet and net square feet contained in it; (ii) identify any rights-of-way, easements, or other Encumbrances by applicable recording reference; and (iii) include the surveyor's registered number and seal, the date of the Survey, and a narrative certificate acceptable to Purchaser in favor of Purchaser, Title Company and if Purchaser requests, Purchaser's lender. Subject to the provisions of Sections 3(c) and 3(d), the description of the Land shown on the Survey shall be used in all transaction documents requiring a legal description of the Land and Purchaser and Seller shall execute a supplement to this Contract inserting the legal description in Exhibit A.

(c) Purchaser must give Seller written notice of any objections ("Objections") to the Title Commitment or the Survey (including, but not limited, to the legal description) within fifteen (15) business days after receiving the Title Commitment, the Survey, and all documents referred to in the Title Commitment and the Survey. At the Closing, Seller will provide releases for any deed-of-trust liens, judgment liens, mechanic's liens, delinquent taxes, or any other monetary liens encumbering the Property; provided, however, that if any such liens also encumber other property owned by Seller, Seller will not be required to obtain releases as to such other property, so long as Seller appropriately subdivides such other property from the Property.

(d) If Purchaser gives notice of the Objections, then Seller may (i) cure the Objections; (ii) cause the Title Commitment and the Survey to be amended to reflect cured matters; and (iii) give Purchaser a written response concerning the Objections within five (5) business days after receiving the notice from Purchaser. If Seller does not respond as described, then Purchaser is entitled either:

(1) To terminate this Contract by written notice to Seller and Title Company at any time within ten (10) business days after receipt of written notice from Seller stating that Seller will not or cannot cure the Objections. Upon termination, neither party will have any further rights or obligations under this Contract; or

(2) To waive the Objections that Seller will not or cannot cure and consummate the purchase of the Property subject to those Objections, which will be deemed to be Permitted Encumbrances.

(3) Notwithstanding the foregoing Sections, if Seller has commenced curing the Objections and is diligently prosecuting the same, as determined by Purchaser in Purchaser's sole discretion, then Purchaser in Purchaser's sole discretion may extend the Feasibility Period for an amount of time Purchaser deems necessary for Seller to cure the Objections.

(e) In the event the Title Commitment and/or Survey are revised after Purchaser's initial receipt of the same so as to include any additional exemptions or Encumbrances not shown on the initial Title Commitment and Survey ("New Encumbrances"), the provisions above shall be applicable to any such New Encumbrance and Purchaser shall have the right to deliver Objections with respect thereto in the same manner as Objections to the initial Title Commitment and Survey except that (i) the Objection Period with respect to any such New Encumbrance shall terminate ten (10) days after Purchaser's receipt of the revised Title Commitment or Survey which first refers to or discloses such New Encumbrance and (ii) the Cure Period with respect to such New Encumbrance shall terminate five (5) days after Seller's receipt of Purchaser's Objections with respect thereto.

Section 4. <u>Feasibility Period</u>.

(a) As used in this Contract, "Feasibility Period" means the period beginning on the Effective Date and ending at 6:00 p.m. Central Time, on April 15th, 2016. Purchaser may, at Purchaser's sole discretion, extend the Feasibility Period up to 3 time(s) for 30 days each by providing Seller written notification on or before the expiration date of the Feasibility Period, as it may be extended.

(b) At the commencement of the Feasibility Period, Seller will deliver to Purchaser copies of all Plans and Studies.

(c) Purchaser may terminate its obligation to purchase the Property at any time during the Feasibility Period in its sole discretion. Purchaser must exercise its termination rights under this Section 4(c) by delivering written notice to Seller at any time during the Feasibility Period. Upon termination of this Contract during the Feasibility Period, neither party will have any further rights or obligations under this Contract. If Purchaser does not send such a notice during the Feasibility Period, it will be deemed to have elected to proceed with purchasing the Property.

(d) During the Feasibility Period, Purchaser may apply with the appropriate governmental authorities to obtain necessary governmental approvals, variances, or permits for Purchaser's contemplated use. Seller will cooperate with Purchaser's efforts to obtain these approvals.

(e) During the Feasibility Period, Seller will permit Purchaser and its contractors and agents to enter the Property to inspect and test the Property (including systems and structural inspections, soil borings, and environmental tests) as Purchaser deems necessary or desirable. Seller will cooperate with Purchaser in arranging the inspections and tests. Purchaser must repair any damages to the Property resulting from any inspection or testing conducted by it or at its direction, and will hold Seller harmless from any and all activities of Purchaser, its agents or contractors for such inspections or testing.

Section 5. <u>Termination, Default and Remedies</u>.

(a) Purchaser will be in default under this Contract if (i) it fails or refuses to purchase the Property at the Closing, or (ii) it fails to perform any of its other obligations either before or at the Closing, and such failure is not cured within five (5) business days after written notice of default from Seller. Purchaser will not be in default, however, if it terminates this Contract when it has an express right to terminate or when Seller fails to perform its obligations under this Contract. If Purchaser is in default, then Seller, as its exclusive remedy, is entitled to terminate this Contract by giving written notice to Purchaser before or at the Closing. Following the termination notice, neither party will have any further rights or obligations under this Contract.

(b) Seller will be in default under this Contract if (i) it fails or refuses to sell the Property at the Closing, or (ii) it fails to perform any of its other obligations either before or at the Closing and such failure is not cured within five (5) business days after written notice from Purchaser. Seller will not be in default, however, if it terminates this Contract when it has an express right to terminate or when Purchaser fails to perform its obligations under this Contract, and such failure is not cured within the cure period described above. If Seller is in default, then Purchaser is entitled either (i) to enforce specific performance of Seller's obligations under this Contract with respect to the Property; or (ii) to terminate this Contract by giving written notice to Seller before or at the Closing, whereupon neither party will have any further rights or obligations under this Contract. Nothing herein shall limit any remedy at law, in equity or otherwise that Purchaser may have against Seller in the event of a breach by Seller of (a) any warranty of Seller set forth herein that is first discovered by Purchaser after the Closing, or (b) an obligation to be performed by Seller after Closing.

Section 6. <u>Closing</u>.

(a) The closing ("Closing") of the sale of the Property by Seller to Purchaser will occur in the Title Company's office on or before April 30th, 2016 ("Closing Date"). Purchaser may, at Purchaser’s sole discretion, extend the Closing Date up to 3 time(s) for 30 days each by providing Seller written notification on or before the then-scheduled Closing Date.

(b) At the Closing, all of the following must occur, all of which are concurrent conditions:

(1) Seller, at its expense, shall deliver or cause to be delivered to Purchaser the following:

(i) A Quit Claim Deed ("Deed") in the form attached hereto as Exhibit “B” and incorporated herein by reference.

(ii) All other documents required to be given to secure and convey any electrical, water or sewer easements as set forth in Section 1 (b) of this contract.

(iii) Evidence satisfactory to Purchaser and the Title Company that the person executing the Closing documents on behalf of Seller has full right, power, and authority from the Planning and Zoning Commission and the City Council of Springfield to do so.

(iv) Seller's affidavit setting forth its U.S. Taxpayer Identification Number, its office address, and its statement that it is not a "foreign person" as defined in Internal Revenue Code §1445, as amended.

(v) The original of each statement for current real estate and personal property taxes that Seller possesses, together with proof of payment of taxes.

(vi) Any other document or instrument that may be necessary or reasonably required by Purchaser or the Title Company to consummate the transaction.

(2) Purchaser, at its expense, shall deliver or cause to be delivered to Seller the following:

(i) Immediately available funds via wire transfer in an amount equal to the Purchase Price.

(ii) All other documents required to be given to secure and convey any electrical, water or sewer easements as set forth in Section 1 (b) of this contract.

(iii) Evidence reasonably satisfactory to Seller and the Title Company that the person executing the Closing documents on behalf of Purchaser has full right, power, and authority to do so.

(3) Seller and Purchaser shall each pay their respective attorneys' fees. Purchaser shall pay all closing costs, including all escrow and recording fees.

(4) Purchaser, at its sole cost, will obtain an **ALTA** Owner’s Extended Coverage Policy of Title Insurance with all endorsements required by Purchaser ("Owner Policy") issued by Title Company to Purchaser for the Purchase Price insuring that, upon Closing, Purchaser is the owner of good and marketable fee simple title to the Property

subject only to the Permitted Encumbrances, and to the lien of current, non-delinquent real property taxes and assessments for the year in which the Closing occurs.

(c) Ad valorem and similar taxes and assessments relating to the Property will be prorated between Seller and Purchaser as of the Closing Date, based on estimates of the amount of taxes and assessments that will be due and payable for the Property during the year in which the Closing Date occurs. As soon as the amount of taxes and assessments on the Property for such year is known, Seller and Purchaser will readjust the amount of taxes and assessments due from each party with the result that Seller is responsible for those taxes and assessments applicable to the Property before the Closing Date and Purchaser is responsible for those taxes and assessments applicable to the Property on and after the Closing Date. All prior years' taxes and assessments will be Seller's obligations. This Section 6(c) will survive the Closing.

(d) Any taxes levied as a result of a change in land usage or ownership by virtue of the Property having received any agricultural, open-space or other special use valuation (such taxes being referred to herein as "Roll-Back Taxes") shall be the sole responsibility of Seller and Seller shall indemnify and hold Purchaser harmless from and against any Roll-Back Taxes, to the extent allowed by law. Purchaser may change the use of the Property at any time and shall have no obligation to continue any existing special use valuation for any period of time. At the Closing, if Purchaser so requests, Seller shall execute written requests to the appropriate taxing authorities notifying such authorities that a change in use and ownership has occurred as of the Closing Date and requesting that such Roll-Back Taxes be calculated and a statement delivered therefor. The parties shall reasonably estimate the amount of Roll-Back Taxes which will become due and payable as a result of a change in use and ownership of the Property on the Closing Date ("Estimated Amount").

(e) All utility charges and the charges under any service contracts or insurance premiums that Purchaser elects to assume will be prorated between the parties as of the Closing Date.

(f) Upon completion of the Closing, Seller shall deliver to Purchaser possession of the Property free and clear of all tenancies and parties in possession.

(g) The provisions of Sections 6(d) and (e) above shall survive Closing.

Section 7. <u>Seller's Covenants, Representations and Warranties</u>.

(a) Seller covenants and agrees with Purchaser that:

(1) At all times before Closing, Seller shall maintain in force property and liability insurance with respect to damage or injury to person or property occurring on the Property.

(2) At all times before Closing, Seller shall maintain the Property in as good a condition and repair as exists on the Effective Date, except for normal wear and tear.

Seller shall advise Purchaser of any significant repair or improvement it makes to keep the Property in such condition.

(3) Before Closing, Seller may not create -- or voluntarily permit to be created -- any liens, easements or other conditions affecting all or part of the Property without Purchaser's prior written consent, which Purchaser may withhold in its sole discretion.

(b) Seller represents and warrants to Purchaser that:

(1) Seller is a Missouri Municipal Corporation duly organized, validly existing, and in good standing under Missouri law.

(2) Seller has all requisite power and authority to own the Property, enter into this Contract, and consummate the transaction contemplated in this Contract. Seller has duly authorized the execution and delivery of this Contract such that all documents to be executed by Seller are its valid, legally binding obligations and are enforceable against it in accordance with their terms.

(3) The persons executing this Contract and any and all documents on behalf of Seller have the legal power, right, and actual authority to bind Seller.

(4) Seller has the full right to sell the Property in accordance with this Contract.

(5) Seller has no notice and to the best of Seller's knowledge, there are no actions, suits, or proceedings pending, threatened or asserted against Seller relating to or against the Property, before or by any federal, state, municipal, or other governmental department, court, commission, board, bureau, agency, or instrumentality.

(6) Seller has no notice and to the best of Seller's knowledge, there are no pending or threatened condemnation actions, special assessments, or increases in assessed valuation with respect to the Property.

(7) Seller has not received any notice that, and to the best of its knowledge there are no, ordinances, regulations, laws, or statutes of any governmental agency pertaining to the Property which the Property violates.

(8) At Closing, there will be no unpaid bills or claims in connection with any work performed or material purchased in connection with the Property.

(9) No person, firm, corporation or other entity has or at the Closing shall have (i) any right or option to acquire the Property, or any part thereof, from Seller, or (ii) have any leasehold, tenancy, or other possessory rights or interests in the Property, or any part thereof.

(10) Seller has not, and at the Closing will not have, entered into any agreement affecting the Property, other than this Contract.

(11) Seller's execution of this Contract and its consummation of the transaction do not, and at the Closing Date will not, breach any agreement or constitute a default or a condition that would ripen into a default under any agreement to which Seller is a party or by which all or part of the Property is bound. Furthermore, Seller's execution of this Contract and its consummation of the transaction do not, and at the Closing will not, violate any order, rule, or regulation applicable to Seller or the Property of any court or any federal, state, or municipal regulatory body or administrative agency or other governmental body.

(12) No permission, approval, or consent by third parties or governmental authorities is required for Seller to consummate this transaction.

(13) No representation, warranty, or statement of Seller in this Contract or in any document or Information to be furnished to Purchaser misstates or omits any material fact necessary to make the statements or facts contained therein not materially misleading. Seller knows of no situation on or about the Property not disclosed to Purchaser in writing which Seller reasonably should know would affect Purchaser's consideration of the Property.

(14) (A) Seller has no notice and to the best of Seller's knowledge, no material amount of Hazardous Substances has been disposed of, released, or identified on, under, in the vicinity of, or at the Property.

(B) Seller has no notice and to the best of Seller's knowledge, neither the Property nor any occupant using it is in violation of any Environmental Laws relating to the Property, including, but not limited to, soil and surface and ground water conditions or the manufacture, generation, or storage of Hazardous Substances on the Property.

(C) Seller has no notice and to the best of Seller's knowledge, there are no asbestos-containing materials, underground storage tanks, above-ground storage tanks, or other containers of Hazardous Substances located on the Property. The Property is not now--and has not been--used as a landfill.

(D) Seller has no notice and to the best of Seller's knowledge, no actions, suits, proceedings, orders, inquiries, or investigations are pending or are threatened against, involving, or affecting the Property, at law or in equity, or before or by any federal, state, municipal, or other governmental department, court commission, board, bureau, agency, or instrumentality, alleging the violation of any federal, state, or local law, statute, ordinance, rule, regulation, decree, order, and/or permit relating to Environmental Matters or the release of any Hazardous Substances.

(E) (i) "Environmental Laws" means all applicable laws (including regulations, by-laws, codes, international treaties, and agreements) with respect to the Property, now or hereafter in existence, relating to the environment, health and safety matters, Hazardous Substances, pollution, or protection of the environment.

(ii) "Environmental Matters" means matters relating to the generation, manufacture, use, storage, handling, transportation, and/or disposal of Hazardous Substances, or conditions with respect to the atmosphere, soil, surface and ground waters, wetlands, stream sediments, vegetation, endangered species, and stormwater runoff or discharge.

(iii) "Hazardous Substances" means any substance that is -- or is deemed under Environmental Laws to be, alone or in any combination -- hazardous, hazardous waste, toxic, radioactive, a pollutant, a deleterious substance, a contaminant, a dangerous good, or a source of pollution or contamination, or which, when released into the environment, is likely to cause, at some immediate or future time, material harm or degradation to the environment or material risk to human health, whether or not such substance is defined as "hazardous" under Environmental Laws.

(c) Seller's representations, warranties, and covenants in this Contract are subject to the following terms and conditions:

(1) Seller's representations, warranties, and covenants are (i) material and being relied upon, and (ii) continuing, made both as of the Effective Date and as of the Closing Date, except to the extent that Seller otherwise notifies Purchaser in writing at or before Closing. If Seller so notifies Purchaser in writing at or prior to Closing -- or if Purchaser independently discovers on or prior to the Closing -- that any material representation, warranty, or covenant is no longer true, Purchaser may either (i) terminate this Contract by written notice to Seller, and neither party will have any further rights or obligations under it; or (ii) waive the representation, warranty, or covenant and close the purchase of the Property. If Purchaser discovers after the Closing that any representation or warranty was not true when made then Purchaser shall be entitled to any remedy available at law or in equity.

(2) Seller's representations, warranties, and covenants will survive the Closing for a period of two (2) years.

Section 8. <u>Conditions to Closing</u>.

(a) Notwithstanding anything to the contrary in this Contract, until Closing the following matters are conditions precedent to Purchaser's obligations under this Contract.

(1) All of Seller's representations and warranties must be true and correct as of Closing in all material respects.

(2) Seller must deliver, perform, observe, and comply with all of the items, instruments, documents, covenants, agreements, and conditions required of it by this Contract.

(3) Seller must not be in receivership or dissolution, nor have made any assignment for the benefit of creditors, nor admitted in writing its inability to pay its debts as they mature, nor have been adjudicated a bankrupt, nor have filed a petition in voluntary bankruptcy, or a petition or answer seeking reorganization or an arrangement with creditors under state or federal bankruptcy law or any other similar law or statute, nor may any such petition have been filed against it.

(b) Purchaser may waive any of the conditions set forth in Section 8(a) in its sole discretion, at or before Closing. If any of the conditions are not satisfied or waived, Purchaser may terminate this Contract by giving written notice to Seller at or before Closing, and neither party will have any further rights or obligations under this Contract.

Section 9. **Brokers.** Each Party represents and warrants to the other that it has not engaged, or become liable to, any agent, broker, or other similar party in connection with this transaction.

Section 10. **Notices.**

(a) Any notice under this Contract must be written. Notices must be either (i) hand-delivered to the address set forth below for the recipient; or (ii) placed in the United States certified mail, return receipt requested, addressed to the recipient as specified below; (iii) deposited with an overnight delivery service, addressed to the recipient as specified below; or (iv) telecopied by facsimile transmission to the party at the telecopy number listed below, provided that the transmission is followed with a copy sent by overnight delivery or regular mail to the address specified below. Any notice is effective upon deposit with the U.S. Postal Service or with the overnight delivery service, as applicable; all other notices are effective when received.

(b) Seller's address for all purposes under this Contract is:

CITY OF SPRINGFIELD
840 Boonville Ave.
Springfield, MO 65801
Attention: City Manager's Office
Telephone: 417-864-1006
Telecopy: 417-864-1912

with a copy to:

CITY OF SPRINGFIELD
840 Boonville Ave.
Springfield, MO 65801
Attention: City Attorney's Office
Telephone: 417-864-1645
Telecopy: 417-864-1551

(c) Purchaser's address for all purposes under this Contract is:

BNSF RAILWAY COMPANY
301 Lou Menk Drive, GOB-3W
Fort Worth, Texas 76131-2830
Attention: Charles Keltner
Telephone: (817) 352-6464
Email: Charles.Keltner@bnsf.com

with a copy to:

BNSF RAILWAY COMPANY
2500 Lou Menk Drive, AOB-3
Fort Worth, TX 76131
Attention: Shanna Cargill
Telephone: (817) 352-3304
Email: Shanna.Cargill@bnsf.com

(d) Either party may designate another address for this Contract by giving the other party at least five (5) business days' advance notice of its address change. A party's attorney may send notices on behalf of that party, but a notice is not effective against a party if sent only to that party's attorney.

Section 11. Entire Agreement. This Contract (including its exhibits) contains the entire agreement between Seller and Purchaser. Oral statements or prior written matter not specifically incorporated into this Contract has no force or effect. No variation, modification, or

change to this Contract binds either party unless set forth in a document signed by the parties or their duly authorized agents, officers, or representatives.

Section 12. Assigns. This Contract inures to the benefit of and binds the parties and their respective legal representatives, successors, and permitted assigns. Purchaser may assign its rights or obligations under this Contract to an affiliate, subsidiary or other Purchaser related entity without Seller's consent, but with notice to Seller. Purchaser may assign its rights or obligations under this Contract to its 1031 Tax Exchange Entity without the consent of Seller.

Section 13. Effective Date. The date on which the last of Seller and Purchaser signs this Contract is the "Effective Date" of this Contract.

Section 14. Time of the Essence. Time is of the essence in this Contract. Whenever a date specified in this Contract falls on a Saturday, Sunday, or federal holiday, the date will be extended to the next business day.

Section 15. Destruction, Damage, or Taking Before Closing. If, before the Closing, the Property or any substantial portion of it is damaged or destroyed or becomes subject to a taking by eminent domain, Purchaser may either (i) terminate this Contract, and neither party will have any further rights or obligations under this Contract; or (ii) proceed with the Closing of the Property, and Seller will assign to Purchaser all condemnation or insurance proceeds available as a result of such damage, destruction, or taking.

Section 16. Tax-Deferred Exchange Under I.R.C. § 1031. Purchaser may assign its rights (but not its obligations) under this Agreement to Goldfinch Exchange Company LLC, an exchange intermediary, in order for Purchaser to effect an exchange under Section 1031 of the Internal Revenue Code. In such event, Purchaser shall provide Seller with a "Notice of Assignment," attached hereto as Exhibit "C", and Seller shall execute an acknowledgement of receipt of such notice. Seller may also assign its rights (but not its obligations) under this Agreement to an exchange intermediary in order for Seller to effect an exchange under Section 1031 of the Internal of Revenue Code. Seller agrees to fully cooperate with Purchaser to permit Purchaser to accomplish a tax-deferred exchange, but at no additional expense or liability to Seller for such tax-deferred exchange, and with no delay in the Closing. Seller's cooperation will include, without limitation, executing such supplemental documents as Purchaser may reasonably request. Seller agrees that Purchaser may use its standard form of "Assignment of Rights," attached hereto as Exhibit "D", in connection with any tax deferred exchange.

Section 17. Terminology. The captions beside the section numbers of this Contract are for reference only and do not modify or affect this Contract. Whenever required by the context, any gender includes any other gender, the singular includes the plural, and the plural includes the singular.

Section 18. Governing Law. This Contract is governed by and must be construed in accordance with Missouri law.

Section 19. **Severability**. If any provision in this Contract is found to be invalid, illegal, or unenforceable, its invalidity, illegality, or unenforceability will not affect any other provision, and this Contract must be construed as if the invalid, illegal, or unenforceable provision had never been contained in it.

Section 20. **Rule of Construction.** Each party and its counsel have reviewed and revised this Contract. The parties agree that the rule of construction that any ambiguities are to be resolved against the drafting party must not be employed to interpret this Contract or its amendments or exhibits.

Section 21. **Attorneys' Fees.** If any action at law or in equity is necessary to enforce or interpret this Contract, Seller and Purchaser shall each be responsible for their own attorneys' fees, costs, and necessary disbursements.

Section 22. **Counterparts.** To facilitate execution, this Agreement may be executed in as many counterparts as may be convenient or required. It shall not be necessary that the signature or acknowledgement of, or on behalf of, each part, or that the signature of all persons required to bind any party or the acknowledgment of such party, appear on each counterpart. All counterparts shall collectively constitute a single instrument. It shall not be necessary in making proof of this Agreement to produce or account for more than a single counterpart containing the respective signatures of, or on behalf of, and the respective acknowledgments of, each of the parties hereto. Any signature or acknowledgment page to any counterpart may be detached from such counterpart without impairing the legal effect of the signatures or acknowledgments thereon and thereafter attached to another counterpart identical thereto except having attached to it additional signature or acknowledgment pages.

Section 23. **"As-Is". Purchaser is purchasing the Property solely in reliance on Purchaser's own investigation, inspection and testing of the property and except for the express representations and warranties contained in this Agreement, no representations, claims or warranties of any kind whatsoever, express or implied, concerning the Property or its fitness, condition or suitability for any use or purpose, including without limitation the environmental condition of the Property, have been made by Seller or any party acting on behalf of Seller. Except as specifically provided in the agreement, Purchaser is acquiring the Property "as is" and "where is" with any and all damage, faults and defects.**

EXECUTED as of the Effective Date.

SELLER

City of Springfield, Missouri

By:_____

Name:_____

Title:_____

Date:_____

Approved as to form:

_____
Assistant City Attorney

PURCHASER

BNSF RAILWAY COMPANY,
a Delaware corporation

By:_____

Name:_____

Title:_____

Date:_____

_____ (Title Company) acknowledges receipt of this Contract on _____, 201__.

_____,

a(n) _____

By:_____

Name:_____

Title:_____

Date:_____

Exhibit A

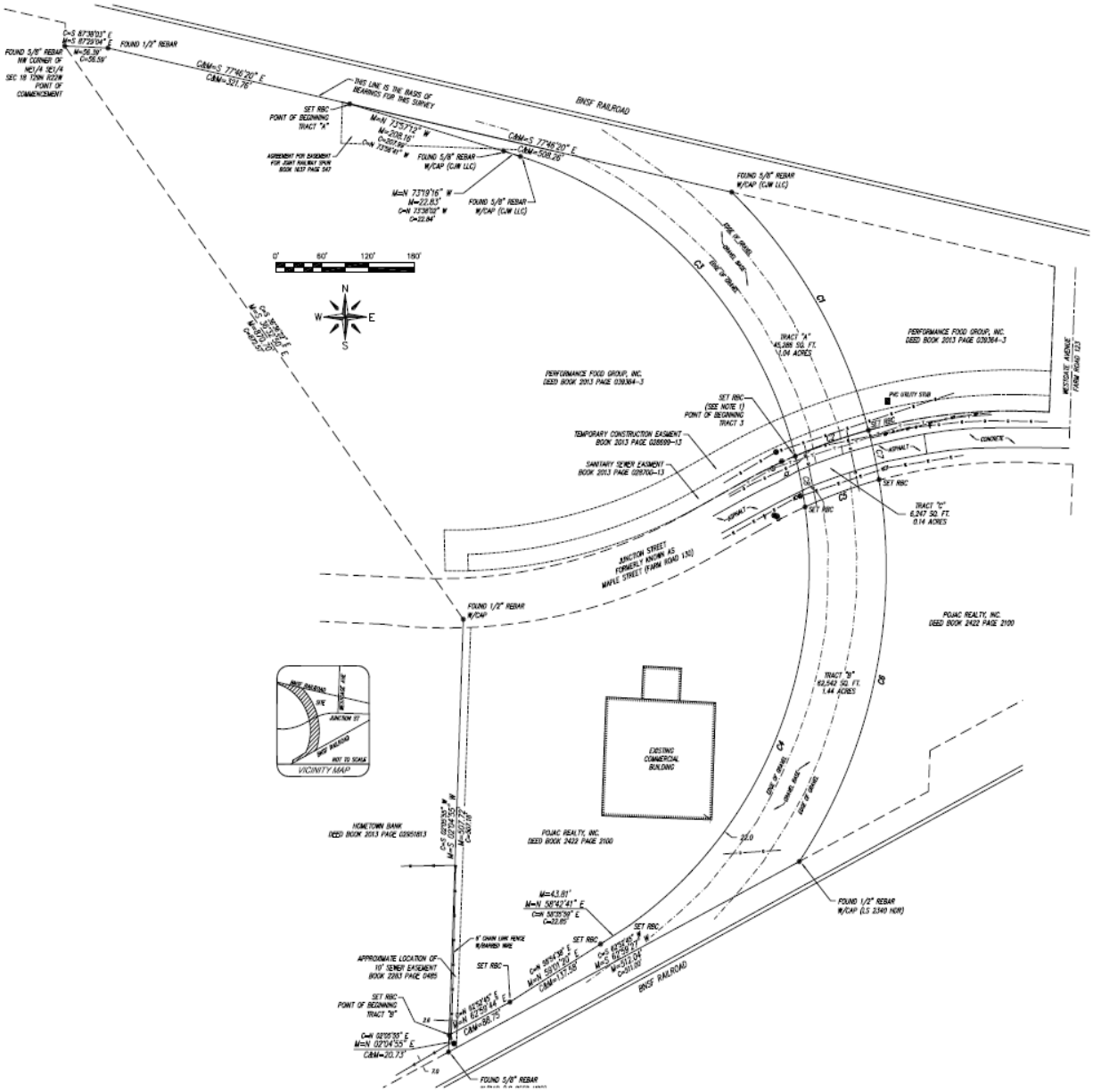

BNSF RAILROAD
PERFORMANCE FOOD GROUP, INC.
DEED BOOK 2013 PAGE 039384-3
POJAC REALTY, INC.
DEED BOOK 2422 PAGE 2100
HOMETOWN BANK
DEED BOOK 2013 PAGE 029510/13
EXISTING COMMERCIAL BUILDING
JUNCTION STREET
FORMERLY KNOWN AS
MAPLE STREET (FARM ROAD 130)
TEMPORARY CONSTRUCTION EASEMENT
BOOK 2013 PAGE 028699-13
SANITARY SEWER EASEMENT
BOOK 2013 PAGE 029700-13
TRACT "A"
45,286 SQ. FT.
1.04 ACRES
TRACT "B"
62,542 SQ. FT.
1.44 ACRES
TRACT "C"
6,247 SQ. FT.
0.14 ACRES
WESTGATE AVENUE
(FARM ROAD 123)
VICINITY MAP
NOT TO SCALE

Exhibit B

QUITCLAIM DEED WITH RESERVATION OF EASEMEENTS AND RIGHT OF WAY INTERESTS

THIS INDENTURE, made on the ___ day of _____, 20___, A.D., by and between the City of Springfield, Missouri, a municipal corporation, of the County of Greene in the State of Missouri, Grantor, and BNSF RAILWAY COMPANY, a Delaware corporation, whose mailing address is:_____, Grantee.

WITNESSETH; that the said Grantor, in consideration of the sum of Ten Dollars(s) ($10.00) and other valuable considerations paid by the Grantee, the receipt of which is hereby acknowledged, does by these presents remise, release and forever quit claim unto the said Grantee the following described lots, tracts or parcels of land, lying, being and situate in the County of Greene and State of Missouri, and subject to reservations as set forth herein, to wit:

Tract A, consisting of the north portion of the arc of land to be conveyed to the Grantee, and more particularly described in Exhibit A, attached hereto and incorporated by reference as thought fully set forth; and

Tract B, consisting of the south portion of the arc of land to be conveyed to the Grantee, and more particularly described in Exhibit B, attached hereto and incorporated by reference as though fully set forth; and

Tract C, consisting of the center of said arc and containing a road, as more particularly described in Exhibit C, attached hereto and incorporated herein by reference as though fully set forth.

TO HAVE AND TO HOLD the same with all rights, immunities, privileges and appurtenances thereto belonging, unto the said Grantee, and its successors, and assigns forever,

so that neither the Grantor, nor its successors and assigns, nor any other person or persons for it or in its name or on its behalf, shall or will hereafter claim or demand any right, except as herein reserved, or title to the aforesaid premises or any part thereof, but they, and every one of them shall by these presents be excluded and forever barred.

GRANTOR RESERVES herein to itself, its successors, assigns, four interests in said land described and attached hereto as Exhibits 1 - 4; said Exhibits being respectively, Utility Easement, Sewer Easement running parallel to and contiguous to Junction Street, South Sewer Easement and Right-of-Way Deed.

IN WITNESS WHEREOF, the said Grantor has caused these presents to be executed on the date first above written.

(Signatures Appear on the Next Page)

ATTEST: CITY OF SPRINGFIELD

_____ _____

Anita Cotter, City Clerk Robert L. Stephens, Mayor

APPROVED AS TO FORM:

_____

Thomas E. Rykowski, Assistant City Attorney

ACKNOWLEDGMENT

STATE OF MISSOURI)
) ss
COUNTY OF GREENE)

On this _____ day of _____, 2016, before me personally appeared Robert L. Stephens, to me personally known, who, being duly sworn did say that he is the Mayor 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 on behalf of said municipal corporation by authority of its City Council and said Mayor, Robert L. Stephens, acknowledged said instrument to be the free act and deed of said corporation.

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

_____

Notary Public

My commission expires: _____

BNSF RAILWAY COMPANY,
a Delaware corporation:

By: _____
Title: _____

ACKNOWLEDGMENT

STATE OF _____)
) ss
COUNTY OF _____)

On this _____ day of _____, 2016, before me personally appeared _____, to me personally known, who, being duly sworn did say that he is the _____ of the BNSF RAILWAY COMPANY, a Delaware corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors as the free act and deed of said corporation.

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

_____
Notary Public

My commission expires: _____

One-rdg. _____
P. Hrngs. _____
Pgs. 12
Filed: 03-15-16

Sponsored by: Fulnecky

First Reading: _____ Second Reading: _____

COUNCIL BILL NO. 2016- 069 SPECIAL ORDINANCE NO. _____

AN ORDINANCE

APPROVING the final development plan of Planned Development District No. 228 Amended, Lot 21, generally located at 1320 East McClernon Street (Planning and Zoning Commission and Staff recommend approval).

_____

WHEREAS, on March 29, 2004, the City Council of the City of Springfield, Missouri, passed General Ordinance No. 5357, rezoning a certain parcel of land described on "Exhibit A," which is attached hereto and incorporated herein as if copied verbatim, from a Planned Development 228 District to a Planned Development 228 Amended District; and

WHEREAS, a final development plan for the above-described tract has been prepared and submitted; and

WHEREAS, on March 3, 2016, 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 – The City Council hereby approves the final development plan as shown in "Attachment 2" of "Exhibit C," which is attached hereto and incorporated herein by reference, for Planned Development District No. 228 Amended, subject to all regulations and standards of Planned Development District No. 228.

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 NO: 2016- 069

FILED: 03-15-2016

ORIGINATING DEPARTMENT: Planning and Development

PURPOSE: To review the Final Development Plan for Planned Development 228 Amended Lot 21 on approximately 5.36 acres of property generally located at 1320 East McClernon Street (Staff and Planning and Zoning Commission both recommend approval).

BACKGROUND INFORMATION:

FINAL DEVELOPMENT PLAN FOR PLANNED DEVELOPMENT 228 AMENDED

The applicant is proposing to construct a multi-family elderly housing development on 5.36 acres of property within Planned Development 228 Amended Lot 21. The Planned Development allows for multi-family elderly housing on Lot 21 but requires Planning and Zoning Commission and City Council approval.

The *Growth Management and Land Use Plan* Element of the *Comprehensive Plan* identifies this area as appropriate for Low Density Residential Housing. However, the subject property was rezoned to a Planned Development to allow multi-family uses.

Supports the following Field Guide 2030 goal(s): Chapter 6, Growth Management and Land Use; Major Goal 4, Develop the community in a sustainable manner; Objective 4a, Increase density in activity centers and transit corridors; and Objective 4b, Increase mixed-use development areas.

FINDINGS FOR STAFF RECOMMENDATION:

1. The subject property located at 1320 East McClernon Street was rezoned to a Planned Development 228 Amended in March 29, 2004 to permit multi-family elderly housing facilities as defined by the Federal Fair Housing Act.

2. Approval of this application will facilitate development of this property for a 36 unit multi-family elderly development to promote infill development where investments have already been made in public services and infrastructure.

3. The development requirements in Planned Development 228 Amended are adequate for mitigating any potential impacts of development of this property on the adjacent residential properties.

REMARKS:

The Planning and Zoning Commission held a public hearing on, March 3, 2016, and recommended approval, by a vote of 5 to 0, of the proposed zoning on the tract of land described on the attached sheet (see “Exhibit B,” Record of Proceedings).

The Planning and Development Staff recommends the application be approved (see “Exhibit C,” Development Review Staff Report).

Submitted by:

Bob Hosmer, AICP, Principal Planner

Recommended by:

Mary Lilly Smith, Director

Approved by:

Greg Burris, 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 Site Plan

Exhibit A

LEGAL DESCRIPTION
FINAL DEVELOPMENT PLAN FOR PLANNED DEVELOPMENT 228 AMENDED

Lot 21 in the Final Plat of McClernon Springs, a subdivision in the City of Springfield, Greene County, Missouri

Exhibit B

RECORD OF PROCEEDINGS
Planning and Zoning Commission March 3, 2016

Final Development Plan PD 228 Amended
1320 East McClernon Street
Applicant: Whisker Investments, LLC

Mr. Hosmer stated that this is a request to approve the Final Development Plan for Planned Development 228 for property located at 1320 East McClernon Street. The subject property was rezoned to a Planned Development 228 Amended in March 29, 2004 to permit multi-family elderly housing facilities as defined by the Federal Fair Housing Act. The Planned Development allows for multi-family elderly housing on lot 21 but requires Planning and Zoning Commission and City Council approval provided it is in substantial conformance with the approved Planned Development ordinance. The applicant is proposing to construct a multi-family elderly housing development on 5.36 acres of property within Planned Development 228 Amended lot 21. Approval of this application will facilitate development of this property for a 36 unit multi-family elderly development. Staff recommends approval.

Aaron Hargave, 2045 W. Woodland, owner representative to answer any questions.

Mr. Ray opened the public hearing.

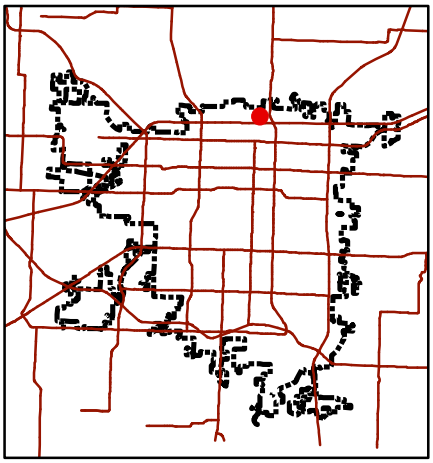
No member of the public spoke.

Mr. Ray closed the public hearing.

COMMISSION ACTION:
Mr. Baird motions that we approve Final Development Plan PD 228 Amended. Mr. Doennig seconded the motion. The motion carried as follows: Ayes: Ray, Doennig, Baird, Shuler, and Cox. Nays: None. Abstain: None. Absent: Cline, Rose, and Edwards

Bob Hosmer, AICP
Principal Planner

Exhibit C



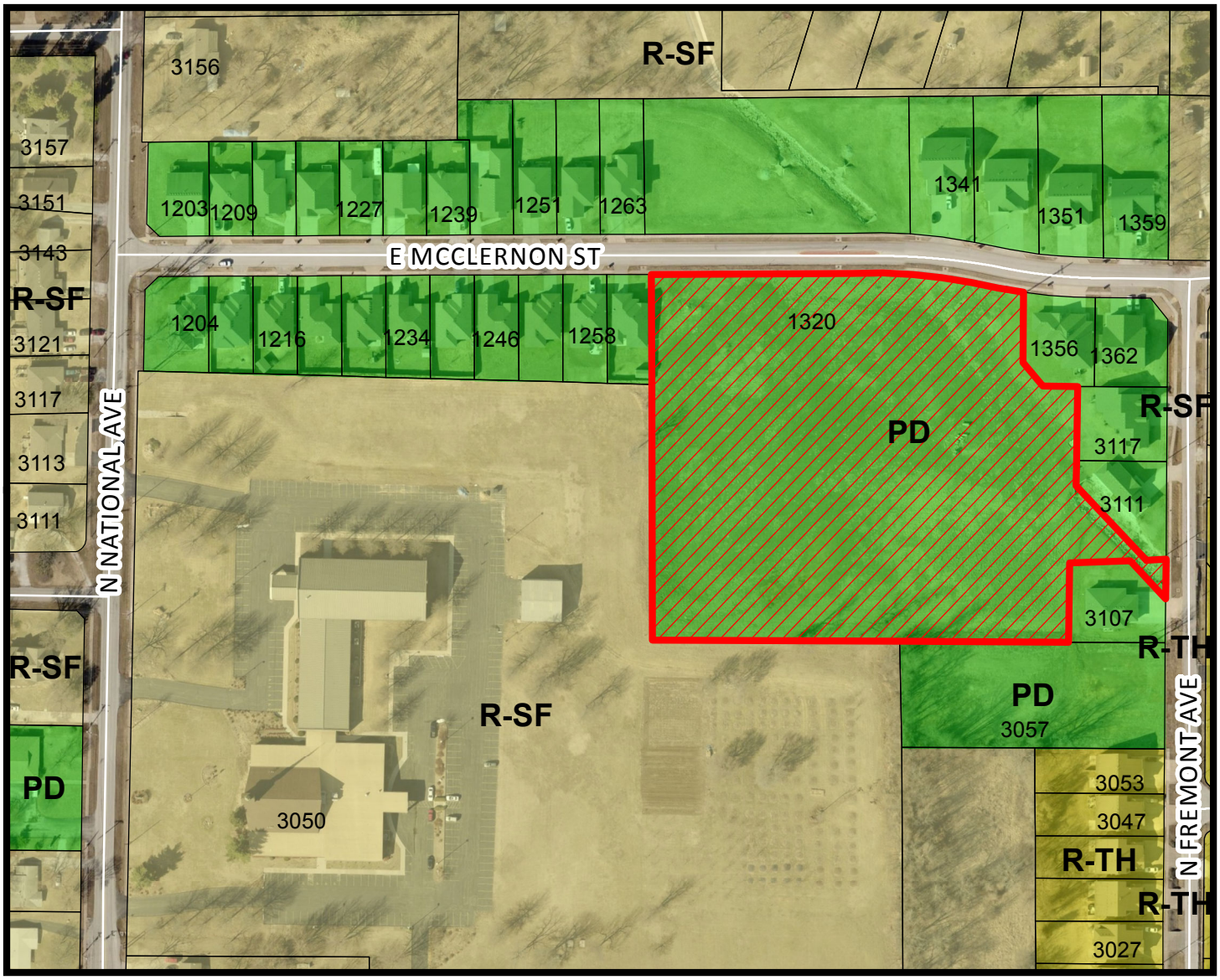
Development Review Staff Report

Department of Planning & Development - 417-864-1031
840 Boonville - Springfield, Missouri 65802

Final Development Plan
Planned Development 228 Amended

LOCATION: 1320 East McClernon Street
CURRENT ZONING: PD 228 Amended
PROPOSED ZONING: NA

LOCATION SKETCH



N

- Area of Proposal

0 100 200 400 Feet

1 inch = 200 feet

DEVELOPMENT REVIEW STAFF REPORT
FINAL DEVELOPMENT PLAN - PLANNED DEVELOPMENT 228 AMENDED

PURPOSE: To review and approve the Final Development Plan for Planned Development 228 Amended Lot 21 per General Ordinance 5357

REPORT DATE: February 16, 2016

LOCATION: 1320 East McClernon Street

APPLICANT: Whiskers Investment LLC

TRACT SIZE: Approximately 5.36 acres

EXISTING USE: Vacant land

PROPOSED USE: Multi-Family Elderly Housing Development

FINDINGS FOR STAFF RECOMMENDATION:

1. Planned Development 228 Amended was approved by City Council by General Ordinance 5357 on March 29, 2004. The Ordinance requires the Final Development Plan to be submitted to the Planning and Zoning Commission for review and recommendation to City Council for final approval.

2. Planned Development 228 Amended allows for multi-family elderly housing facilities at this location.

3. The Administrative Review Committee has reviewed the proposed Final Development Plan (Attachment 2) and found that it met the requirements of Planned Development 228 Amended.

RECOMMENDATION:

Staff recommends approval of this request.

SURROUNDING LAND USES:

AREA	ZONING	LAND USE
North	PD 228 Amd	Single family homes
East	PD 228 Amd	Single family homes
South	R-SF	Church
West	PD 228 Amd/ R-SF	Single family homes and Church

HISTORY:

The subject property at the 1320 East McClernon Street was zoned to Planned Development District No. 228 Amended on March 29, 2004. The subject property is located on lot 21 which allows for churches and multi-family elderly housing as defined by Federal Fair Housing Act.

COMPREHENSIVE PLAN:

The *Growth Management and Land Use Plan* Element of the *Comprehensive Plan* identifies this area as appropriate for Low Density Residential Housing. However, the property was rezoned in 2004 to a Planned Development which allows for multi-family elderly housing at this location.

STAFF COMMENTS:

1. The applicant is requesting to develop a 36 unit multi-family elderly housing development on 5.36 acres of property.

2. The Planned Development requires architectural exterior building material covering outside walls consisting of brick veneer, pre-case elements, architectural style vinyl siding and/or EIFS. Each of the building frontages facing the street or abutting properties shall have a minimum of 40% of brick, stone or equivalent on exterior walls. All roofs shall contain a shadow line type (or equivalent) architectural shingles with a roof pitch of between 5:12 or 8:12.

3. Upon development of the property a bufferyard is required along the south property line adjacent to the single-family residential uses (Church). The bufferyard required between R-SF zoning and residential uses would be a Bufferyard "Type C" of at least fifteen (15) feet wide. The minimum fifteen (15) foot wide bufferyard with plantings for each one-hundred (100) linear feet of bufferyard would be one (1) canopy tree, two (2) understory tree, two (2) evergreen trees and ten (10) shrubs. There is also an 80 feet platted building setback from all adjacent property lines.

4. The proposed final development plan was reviewed by City departments and comments are contained in Attachment 1.

CITY COUNCIL MEETING:

March 21, 2016

STAFF CONTACT PERSON:

Bob Hosmer, AICP Principal Planner
864-1834

ATTACHMENT 1
DEPARTMENT COMMENTS
FINAL DEVELOPMENT PLAN FOR PLANNED DEVELOPMENT 228 AMENDED

BUILDING DEVELOPMENT SERVICES COMMENTS:

Building Development Services does not have any objections to this request.

PUBLIC WORKS TRAFFIC DIVISION COMMENTS:

Traffic has no issues with the final development plan.

STORMWATER COMMENTS:

No stormwater issues with the Final Development Plan. Detention and water quality are provided in the regional detention/water quality basin located on the north side of East McClernon Street.

FIRE DEPARTMENT:

Fire has no issues with the final development plan.

CLEAN WATER SERVICES COMMENTS:

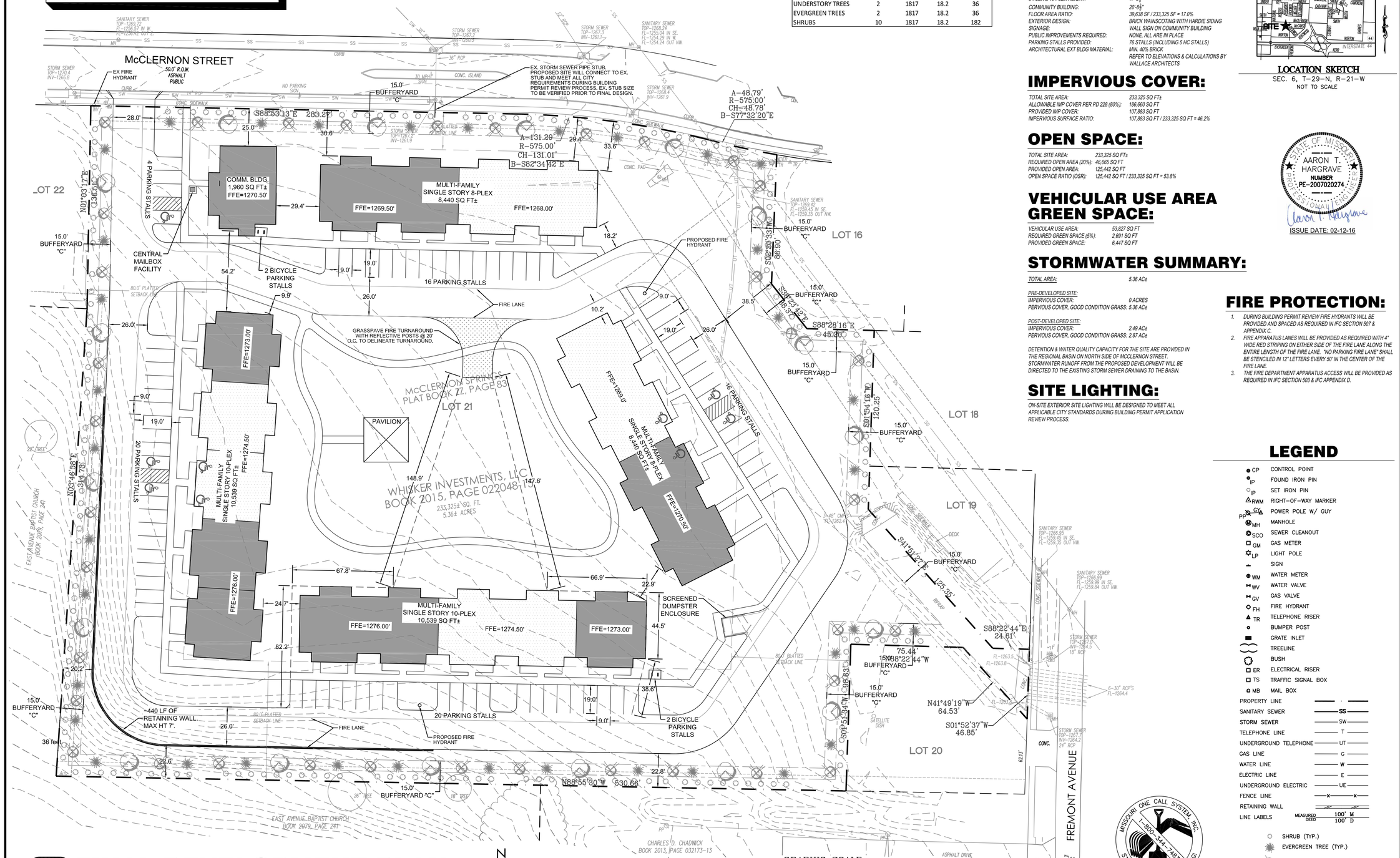
No objection to the layout of the FDP however we do have the following comments;

a. There have been wet weather flow issues along the 12 inch main on the east side of lot 21. We would recommend looking at the finish floor elevations of the proposed buildings to address any issues that might arise because of that.
b. Public sewer is available to lot 21 by the 12 inch trunkline that crosses the northeast corner of the lot and the 8 inch clay line that crosses beneath the storm sewer channel to the east. 100 linear feet of the 8 inch line and easement was retained for use as a lateral for this lot when the property was platted in 2005. The condition of the 8 inch clay line is unknown and it is recommended that the line be inspected prior to use.

CITY UTILITIES:

The development as shown on the site plan can be served by City Utilities in conformance with our policies. Recommend approval.

CAUTION:
EXISTING SURFACE FEATURES, STRUCTURES, ETC. AND UNDERGROUND INSTALLATIONS SUCH AS WATER MAINS, GAS MAINS, SEWERS, TELEPHONE LINES, FIBER OPTIC LINES AND BURIED STRUCTURES ARE INDICATED ON THE DRAWING ONLY TO THE EXTENT SUCH INFORMATION HAS BEEN MADE AVAILABLE TO OR DISCOVERED BY THE SURVEYOR IN PREPARING THIS DRAWING. THERE IS NO GUARANTEE AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION. THE CONTRACTOR IS RESPONSIBLE FOR MAKING HIS OWN DETERMINATION AS TO THE TYPE AND LOCATION OF UNDERGROUND AND OTHER UTILITIES AS MAY BE NECESSARY TO AVOID DAMAGE THERETO.



A FINAL DEVELOPMENT PLAN
SCALE: 1" = 30'

PLANTINGS SUMMARY:

BUFFERYARD "C"	UNIT/100 LF	LINEAR FT	100 LF	QUANTITY
CANOPY TREES	1	1817	18.2	18
UNDERSTORY TREES	2	1817	18.2	36
EVERGREEN TREES	2	1817	18.2	36
SHRUBS	10	1817	18.2	182

DEVELOPMENT INFO:

BUILDING USE:	MULTI-FAMILY RESIDENTIAL
# DWELLING UNITS:	36 UNITS
8-PLEX & 10-PLEX HEIGHT:	17'-3½"
COMMUNITY BUILDING:	20'-9½"
FLOOR AREA RATIO:	39,638 SF / 233,325 SF = 17.0%
EXTERIOR DESIGN:	BRICK WAINSCOTING WITH HARDIE SIDING
SIGNAGE:	WALL SIGN ON COMMUNITY BUILDING
PUBLIC IMPROVEMENTS REQUIRED:	NONE, ALL ARE IN PLACE
PARKING STALLS PROVIDED:	76 STALLS (INCLUDING 5 HC STALLS)
ARCHITECTURAL EXT BLDG MATERIAL:	MIN. 40% BRICK REFER TO ELEVATIONS & CALCULATIONS BY WALLACE ARCHITECTS

IMPERVIOUS COVER:

TOTAL SITE AREA:	233,325 SQ FT±
ALLOWABLE IMP COVER PER PD 228 (80%):	186,660 SQ FT
PROVIDED IMP COVER:	107,883 SQ FT
IMPERVIOUS SURFACE RATIO:	107,883 SQ FT / 233,325 SQ FT = 46.2%

OPEN SPACE:

TOTAL SITE AREA:	233,325 SQ FT±
REQUIRED OPEN AREA (20%):	46,665 SQ FT
PROVIDED OPEN AREA:	125,442 SQ FT
OPEN SPACE RATIO (OSR):	125,442 SQ FT / 233,325 SQ FT = 53.8%

VEHICULAR USE AREA GREEN SPACE:

VEHICULAR USE AREA:	53,827 SQ FT
REQUIRED GREEN SPACE (5%):	2,691 SQ FT
PROVIDED GREEN SPACE:	6,447 SQ FT

STORMWATER SUMMARY:

TOTAL AREA: 5.36 AC±

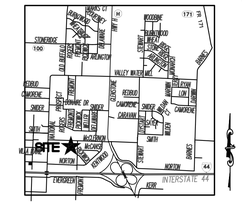
PRE-DEVELOPED SITE:
IMPERVIOUS COVER: 0 ACRES
PERVIOUS COVER, GOOD CONDITION GRASS: 5.36 AC±

POST-DEVELOPED SITE:
IMPERVIOUS COVER: 2.49 AC±
PERVIOUS COVER, GOOD CONDITION GRASS: 2.87 AC±

DETENTION & WATER QUALITY CAPACITY FOR THE SITE ARE PROVIDED IN THE REGIONAL BASIN ON NORTH SIDE OF McCLERNON STREET. STORMWATER RUNOFF FROM THE PROPOSED DEVELOPMENT WILL BE DIRECTED TO THE EXISTING STORM SEWER DRAINING TO THE BASIN.

SITE LIGHTING:

ON-SITE EXTERIOR SITE LIGHTING WILL BE DESIGNED TO MEET ALL APPLICABLE CITY STANDARDS DURING BUILDING PERMIT APPLICATION REVIEW PROCESS.



LOCATION SKETCH
SEC. 6, T-29-N, R-21-W
NOT TO SCALE

STATE OF MISSOURI
AARON T. HARGRAVE
NUMBER PE-2007020274
PROFESSIONAL ENGINEER

ISSUE DATE: 02-12-16

FIRE PROTECTION:

1. *DURING BUILDING PERMIT REVIEW FIRE HYDRANTS WILL BE PROVIDED AND SPACED AS REQUIRED IN IFC SECTION 507 & APPENDIX C.*
2. *FIRE APPARATUS LANES WILL BE PROVIDED AS REQUIRED WITH 4" WIDE RED STRIPING ON EITHER SIDE OF THE FIRE LANE ALONG THE ENTIRE LENGTH OF THE FIRE LANE. "NO PARKING FIRE LANE" SHALL BE STENCILED IN 12" LETTERS EVERY 50' IN THE CENTER OF THE FIRE LANE.*
3. *THE FIRE DEPARTMENT APPARATUS ACCESS WILL BE PROVIDED AS REQUIRED IN IFC SECTION 503 & IFC APPENDIX D.*

LEGEND

- CP — CONTROL POINT
- IP — FOUND IRON PIN
- IP — SET IRON PIN
- RWM — RIGHT-OF-WAY MARKER
- PP GY — POWER POLE W/ GUY
- MH — MANHOLE
- SCO — SEWER CLEANOUT
- GM — GAS METER
- LP — LIGHT POLE
- SIGN
- WM — WATER METER
- WV — WATER VALVE
- GV — GAS VALVE
- FH — FIRE HYDRANT
- TR — TELEPHONE RISER
- BUMPER POST
- GRATE INLET
- TREELINE
- BUSH
- ER — ELECTRICAL RISER
- TS — TRAFFIC SIGNAL BOX
- MB — MAIL BOX

PROPERTY LINE	
SANITARY SEWER	SS
STORM SEWER	SW
TELEPHONE LINE	T
UNDERGROUND TELEPHONE	UT
GAS LINE	G
WATER LINE	W
ELECTRIC LINE	E
UNDERGROUND ELECTRIC	UE
FENCE LINE	x x
RETAINING WALL	
LINE LABELS	MEASURED 100' M / DEED 100' D

- SHRUB (TYP.)
- EVERGREEN TREE (TYP.)
- UNDERSTORY TREE (TYP.)
- CANOPY TREE (TYP.)

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ANDERSON COA# 000062 · AARON T HARGRAVE PE# 2007020274

DRAWING INFO.	
FIELD BY:	
DRAWN BY:	ATH
CHECK BY:	ATH
DATE:	01/13/16
FIELD BOOK:	
JOB NUMBER:	10002-16

REVISIONS			
NO.	DESCRIPTION	BY	DATE

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THE KITCHEN INC.

MCCLERNON VILLAS FINAL DEVELOPMENT PLAN

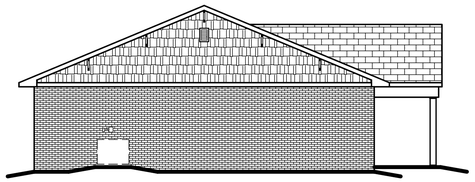
1320 E MCCLERNON STREET
SPRINGFIELD, MISSOURI

DRAWING NO. WB 110-519
SHEET NUMBER 1 OF 1

PRELIMINARY NOT FOR CONSTRUCTION, RECORDING PURPOSES OR IMPLEMENTATION

Attachment 2, page 2

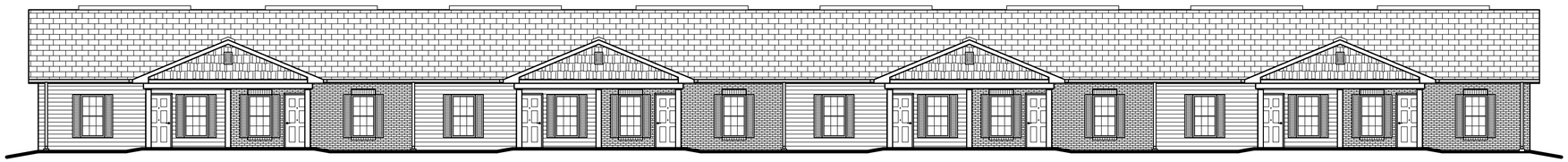
TOTAL BRICK / TOTAL ELEV. SURFACE AREA = BRICK % CALC.
ELEVATION 1/A3.0 = 361 SF / 518 SF = 69.7% BRICK
ELEVATION 2/A3.0 = 529 SF / 614 SF = 86.2% BRICK
ELEVATION 3/A3.0 = 792.5 SF / 1974 SF = 40.1% BRICK
ELEVATION 4/A3.0 = 792.5 SF / 1778 SF = 44.6% BRICK
ELEVATION 5/A3.0 = 990 SF / 2465 SF = 40.2% BRICK
ELEVATION 6/A3.0 = 990 SF / 2465 SF = 40.2% BRICK



COMMUNITY BUILDING NORTH ELEVATION (1 / A3.0)
SCALE: 1/8" = 1'-0"

COMMUNITY BUILDING WEST ELEVATION (2 / A3.0)
SCALE: 1/8" = 1'-0"

8-PLEX FRONT ELEVATION (EAST FACING) (3 / A3.0)
SCALE: 1/8" = 1'-0"



8-PLEX REAR ELEVATION (McCLERNON FACING) (4 / A3.0)
SCALE: 1/8" = 1'-0"

10-PLEX FRONT ELEVATION FACING PROPERTY LINE (WEST FACING) (5 / A3.0)
SCALE: 1/8" = 1'-0"

10-PLEX FRONT ELEVATION FACING PROPERTY LINE (SOUTH FACING) (6 / A3.0)
SCALE: 1/8" = 1'-0"

PRELIMINARY FOR REVIEW NOT FOR CONSTRUCTION

MIKE KLEFFNER
ARCHITECT
LICENSE #

McCLERNON VILLAS
SPRINGFIELD, GREENE COUNTY, MO

Wallace ARCHITECTS L.L.C.
Sedalia, MO P: 660.826.2555
Columbia, MO P: 573.256.7208

WALLACE ARCHITECTS, L.L.C.
MISSOURI STATE CERTIFICATE OF AUTHORITY: 2003019614

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1ST ISSUE
XX XXX XXXX

REVISIONS
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SHEET NO.
A3.0

JOB NO.
2930

REVIEW SET

PRELIMINARY NOT FOR CONSTRUCTION, RECORDING PURPOSES OR IMPLEMENTATION

One-rdg. X
P. Hrngs. _____
Pgs. 6
Filed: 03-15-16

Sponsored by: Ferguson

First Reading: _____ Second Reading: _____

COUNCIL BILL NO. 2016 - 065 SPECIAL ORDINANCE NO. _____

AN ORDINANCE

TO ESTABLISH AND DEFINE the boundaries and adopt the plat, plans, specifications, and sealed estimate of construction costs, and authorize acquisition of necessary right(s)-of-way, by purchase or condemnation thereof, for Sanitary Sewer District No. 19L of Section No. 1 of the main sewers of the City, located in the general vicinity of Catalpa Street and Scenic Avenue; further providing that all labor shall be paid the prevailing wages; and directing the City Manager, or his designee, to advertise for bids for the construction of said sewers.

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

Section 1 – Sanitary Sewer District No. 19L of Section No. 1 of the main sanitary sewers of the City of Springfield, Missouri, is hereby established and the plat of said district is accepted. The Director of Environmental Services is hereby authorized to acquire necessary right(s)-of-way for the construction of said sewers.

Section 2 – The boundaries of said sanitary sewer district are described as follows: Beginning at the northeast corner of Lot 1, Block C, in Scenic Acres Subdivision – Unit Two, a platted subdivision in the City of Springfield, Greene County, Missouri, said corner also being the point of intersection of the west right-of-way line of Homewood Avenue, as it currently exists, and the north right-of-way line of Delmar Street, as it currently exists; thence easterly along the said north right-of-way line of Delmar Street to a point located at the intersection of said north right-of-way line of Delmar Street and the west right-of-way line of Scenic Avenue, as it currently exists; thence southerly along said west right-of-way line of Scenic Avenue to the point of intersection of the said west right-of-way line of Scenic Avenue and the south right-of-way line of Catalpa Street, as it currently exists; thence westerly along the said south right-of-way line of Catalpa Street to a point located where the west lot line of Lot 8, Block C, in said subdivision would intersect the said south right-of-way line of Catalpa

Street if extended; thence northerly to the southwest corner of said Lot 8, Block C, said corner also located on the north right-of-way line of Catalpa Street, as it currently exists; thence northerly to the northwest corner of said Lot 8, Block C; thence easterly to the northeast corner of said Lot 8, Block C; thence northerly to the northwest corner of Lot 5, Block C, in said subdivision; thence easterly to the northeast corner of said Lot 5, Block C, said corner also located on said west right-of-way line of Homewood Avenue; thence northerly along said west right-of-way of Homewood Avenue to the point of beginning, all located within the City of Springfield, Greene County, Missouri.

Section 3 – The City Council hereby declares the necessity of condemning right(s)-of-way for sanitary sewers over, under, and through the said properties in order to construct, reconstruct, maintain, or repair said sewers.

Section 4 – The plans for construction of Sanitary Sewer District No. 19L of Section No. 1, consisting of the plat, plan, profile, specifications, and a sealed estimate of the costs, prepared for the City Manager by the Director of Environmental Services, are on file in the Director's Office. Said plans are hereby approved by City Council and a copy of the sealed estimate ordered placed on file with the City Clerk.

Section 5 – The City Manager, or his designee, is hereby directed to proceed in accordance with Section 98-286 of the Springfield City Code, and to advertise by publication in a daily printed newspaper in the City for three (3) consecutive issues for sealed bids to be submitted in accordance with the plans and specifications for the cost of labor and materials. All bidders shall be required as a condition of submitting a bid to agree their bid shall not be withdrawn for a period of 90 days from the date of the bid opening specified in the bid notice. Bidders shall be notified that payment for the cost of the project shall be from proceeds of a bond issue to build sanitary sewers and there will be progress payments during the course of the project with final payment to be made to the contractor upon acceptance of the project by the City. The City Manager, or his designee, is hereby authorized to publicly open said bids and shall report to the City Council, at its next meeting, the name and bid of the lowest responsive bidder.

Section 6 – All labor utilized in the construction of the sewers shall be paid a wage of not less than the prevailing hourly rate of wages for work of a similar character in this locality as established by the Department of Labor and Industrial Relations for the State of Missouri.

Section 7 – The City of Springfield will not contribute toward the cost of the improvement except as prescribed under General Ordinance No. 5717 regarding caps on tax bill sewer projects and Sewer Extension Cost Recovery (SECR) fees, and costs over the survey, engineering, and plan review fees. The special assessments for the project shall include all costs of labor, materials, interest, publications, postage, abstracts, fees for engineering and plan review which shall not exceed 15 percent of the contract bid price for the project, or of the engineer's estimated price, whichever is the lesser, the cost of the necessary right(s)-of-way, and a connection fee not to exceed the connection schedule established by Section 120-246 of the Springfield City Code.

Section 8 – The City Council has issued general obligation bonds pursuant to Article VI, Section 26(d) of the Missouri Constitution to pay all or part of the construction costs, including interest incurred by the City in financing the project, and the City Council has or will provide that all the cost of such improvements in the sewer district shall be assessed and levied on the properties benefited thereby, which will be eligible for the City Sewer Financial Assistance Program under Chapter 98, Article VI, Section 98-286(4)(b) of the Springfield City Code. The City, or its assignees, shall collect all special assessments so levied in the manner therein provided and shall use such collections to reimburse the City for the amount paid or to be paid on the bond of the City issued for such improvement. Such bonds shall be for a period of 15 years.

Section 9 – 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 NO. 2016-065

FILED: 03-15-16

ORIGINATING DEPARTMENT: Environmental Services

PURPOSE: To establish and define the boundaries and adopt the plat, plans, specifications, and sealed estimate of construction costs, and authorize acquisition of necessary right(s)-of-way by purchase or condemnation thereof, for Sanitary Sewer District No. 19L of Section No. 1 of the main sewers of the City, located in the general vicinity of Catalpa Street and Scenic Avenue as shown in "Exhibit A;" further providing that all labor shall be paid the prevailing wages; and direct the City Manager, or his designee, to advertise for bids for the construction of said sewers.

BACKGROUND:

1. The project is scheduled for construction as part of the City's sewer construction program, as established in Resolution No. 7995, to eliminate septic tanks within the City limits and to encourage infill by providing sanitary sewer service. This project will be funded by sewer improvement bonds that are already budgeted. It will make sewer available to 20 tracts which will eliminate 17 septic systems from within the City limits of Springfield.

2. Plans, specifications, and a cost estimate have been prepared by the Department of Environmental Services and are on file in the Director's office.

3. Wastewater from this district would flow to the Southwest Treatment Plant.

4. To assist property owners with the costs associated with the sewer tax bills and sewer hookup, several programs are available. The City Sewer Financial Assistance Program provides residential property owners the opportunity to take advantage of a maximum cap per tract on the tax bill amount. A low-interest loan to help with costs for hookup to the sewer is available through the Department of Environmental Services. The Sanitary Sewer Installation and Connection Assistance Program provides two types of assistance for low and moderate income families. One provides a deferred, no-interest loan for sewer hookup costs. The other is a direct grant to offset the cost of the tax bill. The City also provides a 15-year, low-interest payback arrangement for tax bill costs.

5. This ordinance is for a public improvement, where a special tax bill is issued, and should be a one-reading bill under City Charter Section 10.15.

6. This ordinance supports the following Field Guide 2030 goal(s): Chapter 6, Growth Management and Land Use; Major Goal 5, Protect and preserve our natural resources for future generations; Objective 5b, Maintain high water quality and increase water quantity by securing and improving water resources

for future generations; and Objective 5c, Protect our caves and karst ecosystems which contain plants, animals, and natural communities that depend on the surrounding land and water to thrive and survive. Chapter 10, Public Health; Major Goal 5, Develop and ensure safe and healthy environments both indoors and outdoors; Objective 5c, Ensure a clean and sustainable water supply.

REMARKS: Environmental Services recommends passage of this Council bill.

Submitted by:

Errin Kemper
Assistant Director of Environmental Services

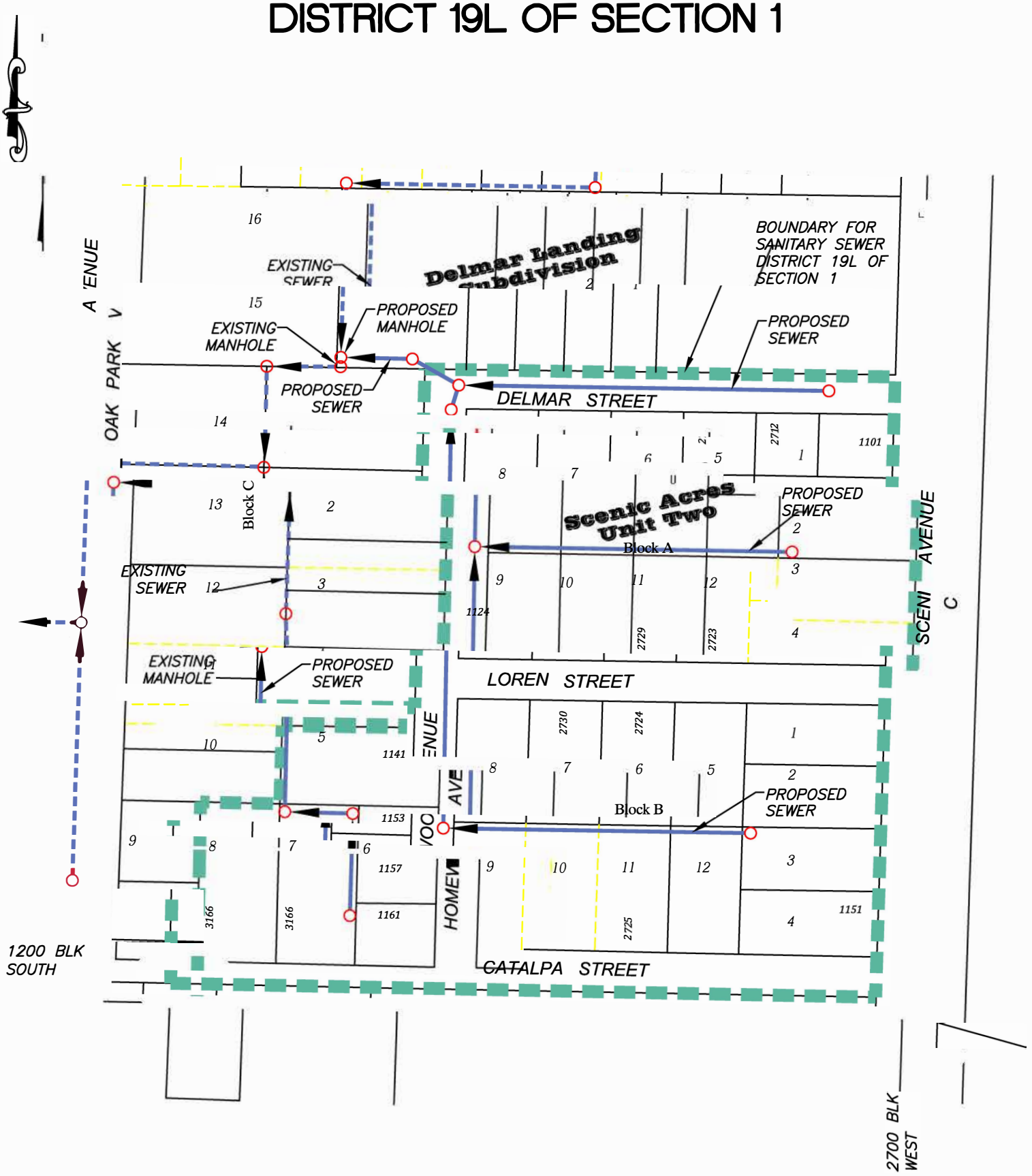
Recommended by:

Stephen Meyer
Director of Environmental Services

Approved by:

Greg Burris
City Manager

SANITARY SEWERS
DISTRICT 19L OF SECTION 1



KKB
2-25-16
INSIDE CITY
2015PW0060S
TAXBILL

One-rdg. X
P. Hrngs. _____
Pgs. 7
Filed: 3-15-16

Sponsored by: Burnett

First Reading: _____ Second Reading: _____

COUNCIL BILL NO. 2016- 070 SPECIAL ORDINANCE NO. _____

AN ORDINANCE

AUTHORIZING the City Manager, or his designee, to accept a grant addendum from the Missouri Department of Health and Senior Services (DHSS), federally funded by a Preventive Health and Health Services Block Grant (PHHS), to support activities of the Healthy Eating and Active Living (HEAL) in Local Communities Program; and amending the budget of the Springfield-Greene County Health Department (SGCHD) for Fiscal Year 2015-2016 in the amount of $24,500.00 to appropriate the grant funds.

_____

WHEREAS, pursuant to General Ordinance No. 6072, City Council authorized the City Manager to apply for grants as they become known and available provided the notice of application and deadline for submission of the grant are no longer than 60 days apart; and

WHEREAS, the City has the opportunity, through the SGCHD, to accept a grant addendum, “Exhibit A-2016,” to plan, implement and evaluate programs that address the chronic disease risk factors of physical inactivity and unhealthy eating; and

WHEREAS, an amendment to the budget provided for the SGCHD for Fiscal Year 2015-2016 has been approved and recommended by the City Manager and the Director of Health.

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 funding in the amount of $24,500.00 from DHSS as referenced in the attached “Exhibit B,” for the receipt and use by the SGCHD, and to do all things necessary to carry out the grant, including the execution of contracts, provided the form of the contract is approved by the City Manager’s and the City Attorney’s respective offices.

Section 2 – The budget of the SGCHD for Fiscal Year 2015-2016 is hereby amended in the accounts and in the amounts as shown on Budget Adjustment No. 0037, a copy of which is attached hereto and incorporated herein by reference as "Exhibit B."

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

Section 4 – The City Manager 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 Finance Director of the City is hereby authorized to adjust this appropriation by an amount not to exceed 20 percent of the total grant sum of $70,799.00"

Section 5 – The City Council hereby finds and declares this ordinance relates to the acceptance of grant funds from a state or federal agency and may be passed as a one-reading ordinance pursuant to Section 2.16 (25) of the City Charter. 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 NO. 2016-070

ORIGINATING DEPARTMENT: Health

FILED: 03-15-16

PURPOSE: To accept additional funding from the Missouri Department of Health and Senior Services (DHSS) through an addendum of the current Preventive Health and Health Services Block Grant (PHHS), to support activities of the Healthy Eating and Active Living Program (HEAL); and amending the budget of the Springfield-Greene County Health Department (SGCHD) for the Fiscal Year 2015-2016, in the amount of $24,500.00.

BACKGROUND: This additional funding from the DHSS will be largely used to pilot Youth Leadership activities of HEAL through partnerships with local K-12 schools, relating to gardening, food preparation and physical activities.

This budget adjustment, reflected in "Exhibit B," accepts the increase in funds for SGCHD and earmarks the same for the SGCHD Fiscal Year 2015-2016 budget.

The HEAL program supports the following Field Guide 2030 goal(s): Chapter 10, Public Health; Major Goal 8, Strengthen the Health Department's capacity to conduct ongoing assessments, expand core public health services and programs, and serve as a model for prevention.

This ordinance authorizes the acceptance of grant funds from the state or federal government 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 grand funds from a state or federal agency.

Submitted by:

Kevin Gipson, Director of Health

Approved by:

Greg Burris, City Manager

Springfield Greene County Health Department

Items	Total Requested	Project Total
A. Personnel Coordinator Annual salary: $ Other staff salary: * Intern	$ 4,000	$ 4,000
B. Travel Itemize: Travel to Columbia Hotel (2 Rooms) Food (2 people for 2 days)	$ 240 $ 200 $ 200	$ 640
C. Coalition Recruitment Itemize: Youth Leadership Training	$ 1,000	$1,000
D. Supplies/ Equipment ** Hydrants for Water Supply** Soil/Tilling Sheds** Garden Bed Materials Miscellaneous (tools, mulch) Pedometers Product Marketing Playspace Improvements Supplies for Youth Leadership	$ 3,000 $ 2,000 $ 1,150 $ 2,700 $ 2,000 $ 4,500 $ 2,500 $ 16,000 $ 19,000	$52,850
E. Contracted Services* (subcontracting) Itemize: Cooking Demonstrations	$ 6,250	$ 6,250
F. Indirect Cost (up to 10%)	$6,059	$6,059
G. Other ** Itemize		
TOTAL Not to exceed total contract amount	$70,799	$ 70,799

* Please attach justification on separate sheet. ** Please attach justification for items over $1,000

Budget Justification-Springfield-Greene County Health Department

Personal:

Intern--$10.00/hr. for 400 hours=$4,000

The intern will be responsible for:

-Assisting with community garden efforts
-Assisting with expanding play space access
-Coordinating the city-wide walking challenge
-Evaluating grant activities

Supplies:

Garden Supplies:

-Soil/tilling, garden bed materials, and miscellaneous will be used in the construction and startup of 2 new community gardens and support of existing HEAL gardens started last year. These materials are necessary for a garden to exist and with these supplies it will give the neighborhood a start with the construction/maintenance.

SHSH Supplies:

Product marketing will take place in a partnering grocery store to improve awareness and education of healthy food. Marketing supplies will include everything from small cards with tips and information, larger displays and educational handouts. Other supplies will be utilized to provide improved education and cooking demonstrations. This will also allow for increased marketing at the point of sale, such as baskets of fruit by the check out.

Meal Planning:

Food will be used for recipe development and for use in the video production for the meal planning guide.

Playspace Improvements:

Site improvements will be made by the purchase of supplies, as determined by each individual site. Improvements will include repair and possible enhancement to existing structures, equipment and environment, and the purchase of new supplies. Signs may also be part of the improvement to convey the playspace rules and other pertinent information. All improvements will encourage greater use of playspace. Examples of supplies include: jump ropes, mats, playground balls, frisbees, hula hoops, tennis rackets, and tennis balls.

Youth Leadership:

School gardens- Seeds, soil, gloves, and garden tools will be utilized to aid in student education.

Taste Testings- Food and paper supplies will be used for students to taste fresh produce.
Running/Step Club- Pedometers will be used to track steps.
Play Supplies-Jump ropes, balls, frisbees, and hula hoops will be used to promote physical activity.
Jr. Chef Competition- Cooking supplies will be used to promote a cooking challenge among students.

Pedometers:

Pedometers will be purchased as part of the city-wide walking challenge.
Pedometers will be given to those participating in order for them to keep track of their steps during the month-long challenge.

Training:

Training for Youth Leadership

Training materials and supplies will be used to educate staff and students.

Travel:

Travel/lodging/training for HEAL Conference.
Additional training as permitted.

Equipment:

Garden Equipment:

Hydrant installation and sheds at a community garden site.

Contracted Services:

Cooking Demonstration/Recipe Development:

We will contract with a local chef who will develop recipes for a 30 day meal planning guide.

Indirect Cost:

Indirect justification for staff coordination.

CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Exhibit B

BA Number 0037

Revenues:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
27010	11	57020	416010	102210	00000	24,500.00	HEAL grant addendum 10/1/15 - 9/30/16
Net Revenue Adjustment						24,500.00	

Expenditures:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
27010	11	27020	501260	102210	00000	22,650.00	Supplies and equipment for HEAL grant Youth Leadership
27010	11	27020	500110	102210	00000	1,850.00	Administrative expenses
Net Expenditure Adjustment						24,500.00	

Fund Balance Appropriation:

Fund		Title	Amount

Explanation:
Grant addendum from the Missouri Department of Health and Senior Services (DHSS) through the Preventive Health and Health Services Block Grant (PHHS) for programs addressing chronic disease risk factors.

Requested By:

3/15/16
Department Head Date

Approved By:

Mary Mann O Dacker 3/15/16
Director of Finance Date

City Manager Date

Authorization:

Council Bill No. 2016-070
Ordinance No.
1st Reading
2nd Reading
Journal Imp No.

One-rdg. _____
P. Hrngs. _____
Pgs. 4
Filed: 03-01-16

Sponsored by: Fisk

First Reading: _____ Second Reading: _____

COUNCIL BILL NO. 2016- 052 GENERAL ORDINANCE NO. _____

AN ORDINANCE

AMENDING Chapter 2, Section 2-92 of the Springfield City Code, known as the Salary Ordinance, relating to the salary rate and pay grade for one job title within the Springfield Fire Department, as contained in the Fire Protection Schedule (FPS), by adding one new job title, Division Chief (FPS 12).

WHEREAS, the Fire Department is continuously working to improve its operations through the efficient use of its resources; and

WHEREAS, the Fire Department believes that the position of Division Chief should be created as this position is representative of the duties and responsibilities currently existing in the vacant Assistant Fire Chief position over the Training and Safety Division; and

WHEREAS, the Fire Department believes that the Division Chief position should be funded through the vacant Assistant Fire Chief position over the Training and Safety Division; and

WHEREAS, the Division Chief duties and responsibilities have been reviewed by the Human Resources Department and it has, through its evaluation, determined that the FPS 12 salary grade is most appropriate and consistent with other city management positions with comparable levels of responsibility; and

WHEREAS, as a result of this evaluation, the job title of Division Chief (FPS 12) will be established.

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

NOTE: Language to be added is <u>underlined</u>. Language to be removed is ~~stricken~~.

<u>Section 1</u> - Chapter 2, Section 2-92 of the Springfield City Code, known as the Salary Ordinance, relating to salary rates and pay grades for various job titles within the

City service as contained in the Fire Protection Schedule (FPS), is hereby amended by adding the job title of Division Chief (FPS 12), said changes to be effective upon the passage of this ordinance:

Proposed Job Title and Salary Grade
(Titles to be Added)

Classification	Grade
Division Chief	FPS 12

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 NO: 2016-052

FILED: 03-01-16

ORIGINATING DEPARTMENT: Fire

PURPOSE: To create a new job title within the Fire Department.

BACKGROUND: The Fire Department currently consists of four divisions: Administration, Operations, Prevention, and Training and Safety. Currently, the Administration division is managed by the Fire Chief and the other three are each managed by an Assistant Fire Chief. Recently, a vacancy occurred in the Assistant Fire Chief over the Training and Safety Division, which has provided the opportunity for the Fire Department to re-evaluate the position. The Fire Department is continuously working to improve its operations through the efficient use of its resources.

After review, the Fire Department believes that the title and rank of Division Chief is a more appropriate representation of the current duties of the position rather than Assistant Fire Chief. This is a reduction in the rank of the position by one salary grade assignment. This was determined based upon a number of factors, but primarily because the current position does not have the same overall breadth and level of duties, including less supervision responsibilities. When looking at the scope of responsibility, it does not currently rise to the same level as the other Assistant Fire Chiefs and is more consistent with a division supervisory position.

REMARKS: The Fire Department and Human Resources respectfully request establishing the position of Division Chief at the FPS-12 pay grade. This is one level below (FPS-13) the pay grade of the Assistant Fire Chief, which will result in a cost savings. The creation of this job title will increase the Fire Department's efficiency and help prepare for the future.

BUDGET NOTE: As noted, the fiscal impact of this recommended change will result in a cost savings. The estimated cost savings is $9,239. The Fire Department hopes to be able to re-utilize these savings by offsetting the cost of its budget requests for the FY17 Budget.

Submitted by:

David Hall, Fire Chief

Recommended by:

_____
Sheila Maerz, Director of Human Resources

Approved by:

_____
Greg Burris, City Manager

One-rdg. _____
P. Hrngs. _____
Pgs. 18
Filed: 03-01-16

Sponsored by: McClure

First Reading: _____ Second Reading: _____

COUNCIL BILL NO. 2016- 053 SPECIAL ORDINANCE NO. _____

AN ORDINANCE

AUTHORIZING the City of Springfield, Missouri, to enter into Schedule No. 4 to its existing master equipment lease purchase agreement, the proceeds of which will be used to pay the costs of acquiring equipment for the Parks Department, amending the Fiscal Year 2016 budget of the City in the amount of $489,500, and to do all things necessary to carry out the lease-purchase transaction, including the execution of certain documents in connection therewith.

WHEREAS, as authorized by Special Ordinance No. 26455, the City, as lessee, previously entered into a Master Equipment Lease Purchase Agreement dated as of October 17, 2014 (the "Master Lease"), with U.S. Bancorp Governing Leasing and Finance, Inc., as Lessor (the "Lessor"), pursuant to which the City will from time to time lease certain equipment on a tax-exempt basis from the Lessor pursuant to schedules of equipment thereto, on a year-to-year basis with an option to purchase the Lessor's interest in such equipment; and

WHEREAS, the City desires to obtain funds to pay the costs of acquiring equipment for the Parks Department (as further described in the herein defined Schedule No. 4, the "Parks Department Equipment"); and

WHEREAS, financing the Parks Department Equipment through the execution and delivery of Schedule of Equipment No. 4 to the Master Lease will allow the City to acquire the Parks Department Equipment at a favorable interest rate; and

WHEREAS, the Finance Department has obtained a competitive rate quotation for the financing; and

WHEREAS, the Parks Department Equipment will be acquired in accordance with the City's purchasing policy; and

WHEREAS, in order to facilitate the foregoing and to pay the cost thereof, it is necessary and desirable for the City to take the following actions:

1. Enter into Schedule of Equipment No. 4 to the Master Lease (which incorporates the terms and conditions set forth in the Master Lease), in substantially the form

attached hereto as “Attachment 1**”** (“Schedule No. 4”) with the Lessor, pursuant to which the City, as lessee, will lease the Parks Department Equipment described therein from the Lessor, on a year-to-year basis with an option to purchase the Lessor’s interest in the Parks Department Equipment.

2. Enter into an Escrow Agreement in substantially the form attached hereto as “Attachment 2**”** (the “Escrow Agreement”) with the Lessor and the escrow agent to be named therein, pursuant to which the proceeds of Schedule No. 4 will be held in trust by said escrow agent pending the City’s use to purchase the Parks Department Equipment financed under Schedule No. 4.

(Schedule No. 4 and the Escrow Agreement are referred to collectively herein as the “City Documents”); and

WHEREAS, the annual payments for Schedule No. 4 for the Parks Department Equipment are appropriated in the Fiscal Year 2015-2016 operating budget and a budget adjustment is necessary to appropriate the proceeds of Schedule No. 4; and

WHEREAS, the amendment to the budget for the City for Fiscal Year 2015-2016 for the acquisition of the Parks Department Equipment has been recommended and approved by the City Manager.

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

Section 1 − The financing of the Parks Department Equipment is hereby approved, with the final terms to be set forth in the City Documents upon the execution thereof, and the signature of the City Manager shall constitute conclusive evidence of the City Manager’s approval thereof and the City’s approval thereof.

Section 2 − The City Manager, or his designee, is hereby authorized to sign and execute, for and on behalf of the City, the City Documents in substantially in the form and content as those attached hereto and incorporated herein by reference as “Exhibit A” and “Exhibit B,” with such changes therein as shall be consistent with the terms of this ordinance and as are approved by the City Manager, the City Manager’s signature thereon being conclusive evidence of approval thereof. The City Clerk is hereby authorized to affix the City’s Seal to the City Documents, if necessary, and attest said Seal.

Section 3 − The obligation of the City to pay Rental Payments (as defined in the Master Lease) under Schedule No. 4 is subject to annual appropriation and will constitute a current expense of the City and will not in any way be construed to be an indebtedness or liability of the City in contravention of any applicable constitutional, charter or statutory limitation or requirement concerning the creation of indebtedness or liability by the City, nor will anything contained in Schedule No. 4 constitute a pledge of the general tax revenues, funds or moneys of the City, and all provisions of Schedule No. 4 will be construed so as to give effect to such intent.

Section 4 − The City Council hereby amends the budget for the City for Fiscal Year 2015-2016 in the accounts and in the amounts as shown on Budget Adjustment 0036, a copy of which is attached hereto and incorporated herein by reference as “Attachment 3.”

Section 5 − The City Council hereby finds that the budget adjustment made above has been recommended by the City Manager. The City Council hereby directs the City Manager to cause the appropriate accounting entries to be made in the books and records of the City.

Section 6 − The officers of the City, including the City Manager, Finance Director, City Attorney and the City Clerk, are hereby authorized and directed to execute all documents (including without limitation a Federal Tax Certificate), 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 any changes or additions to the foregoing agreements, statements, instruments and other documents herein approved, authorized and confirmed which they determine to be in the City’s best interest, and the execution or taking of such action shall be conclusive evidence of such determination.

Section 7 − The City expects to make capital expenditures after the date of the adoption of this Ordinance in connection with acquisition of the Parks Department Equipment, and the City intends to reimburse itself for such expenditures and also expenditures made with respect to acquisition of the Parks Department Equipment on or after sixty days before the date of this Ordinance with proceeds received under Schedule No. 4.

Section 8 − This ordinance shall be in full force and effect from and after passage.

Passed at meeting: _____

_____
Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: Rhonda Lewsader, Assistant City Attorney

Approved for Council action: _____, City Manager

EXPLANATION TO COUNCIL BILL NO: 2016-053

FILED: 03-01-16

ORIGINATING DEPARTMENT: Finance

PURPOSE: Authorizing the City of Springfield, Missouri, to enter into Schedule of Equipment No. 4, which will become part of its existing Master Equipment Lease Purchase Agreement, the proceeds of which will be used to pay the costs of acquiring equipment for the Springfield-Greene County Parks Department (Parks Department), to do all things necessary to carry out the lease-purchase transaction, including the execution of certain documents in connection therewith; and amending the budget for the Parks Department for Fiscal Year 2015-2016 in the amount of $489,500.

BACKGROUND INFORMATION: As authorized by Special Ordinance Nos. 26455 and 26572, respectively, the City has utilized master lease agreements over the last several years as a low-cost means of acquiring capital equipment. This financing mechanism has allowed the Parks Department to acquire much-needed capital equipment at a very favorable interest rate. The term of the financing is five years. At the end of the five year period, the City will own the equipment.

The proceeds of the transaction will be used to purchase fitness equipment for the Chesterfield and Doling Family Centers, turf maintenance equipment, vehicles, and a trailer. This equipment is essential to the quality programs provided by the Parks Department.

The transaction will be financed by U.S. Bank under the Master Lease Agreement which was bid and executed in 2014. The interest rate on this transaction is 1.886 percent. This is a five year financing with quarterly payments.

Supports the following Field Guide 2030 goal: Chapter 13, Recreation and Leisure, Parks, Open Space and Greenways; Major Goal 2, Future Plan of Action; Parks will be updating its strategic plan to include many new parks, facilities and services, and providing for improvements to our existing parks system

Submitted by:

Mary Mannix Decker, Director of Finance

Approved by:

Greg Burris, City Manager

Attachment 1

SCHEDULE OF EQUIPMENT NO. 4

COUNTERPART NO. ____

LESSOR'S INTEREST IN, TO AND UNDER THIS SCHEDULE AND THE AGREEMENT AS IT RELATES TO THIS SCHEDULE MAY BE SOLD OR PLEDGED ONLY BY DELIVERING POSSESSION OF COUNTERPART NO. 1 OF THIS SCHEDULE, WHICH COUNTERPART NO. 1 SHALL CONSTITUTE CHATTEL PAPER FOR PURPOSES OF THE UNIFORM COMMERCIAL CODE.

Re: Schedule of Equipment No. 4 dated April 1, 2016 (the "Schedule"), to Master Equipment Lease Purchase Agreement dated as of October 17, 2014 (collectively, the "Agreement"), between U.S. Bancorp Government Leasing and Finance, Inc., as Lessor, and City of Springfield, Missouri, as Lessee.

1. Defined Terms. All terms used herein have the meanings ascribed to them in the Agreement.

2. Equipment. The Equipment included under this Schedule is comprised of the items described in the Equipment Description attached hereto as **Attachment 1**, together with all replacements, substitutions, repairs, restorations, modifications, attachments, accessions, additions and improvements thereof or thereto.

3. Payment Schedule. The Rental Payments and Purchase Prices under this Schedule are set forth in the Payment Schedule attached as **Attachment 2** hereto.

4. Representations, Warranties and Covenants. Lessee hereby represents, warrants and covenants that its representations, warranties and covenants set forth in the Agreement are true and correct as though made on the date of commencement of Rental Payments on this Schedule.

5. Certification as to Arbitrage. Lessee hereby represents as follows:

(a) The estimated total costs of the Equipment listed in this Schedule, together with any costs of entering into this Schedule that are expected to be financed under this Schedule, will not be less than the total principal portion of the Rental Payments listed in this Schedule.

(b) The Equipment listed in this Schedule has been ordered or is expected to be ordered within six months of the commencement of this Schedule, and the Equipment is expected to be delivered, and the Vendor fully paid, within eighteen months of the commencement of this Schedule.

(c) Lessee has not created or established, and does not expect to create or establish, any sinking fund or other similar fund (i) that is reasonably expected to be used to pay the Rental Payments listed in this Schedule, or (ii) that may be used solely to prevent a default in the payment of the Rental Payments listed in this Schedule.

(d) The Equipment listed in this Schedule has not been and is not expected to be sold or otherwise disposed of by Lessee, either in whole or in major part, prior to the last maturity of the Rental Payments listed in this Schedule.

(e) To the best of Lessee's knowledge, information and belief, the above expectations are reasonable.

(f) Lessee has not been notified of any listing or proposed listing of it by the Internal Revenue Service as an issuer whose arbitrage certificates may not be relied upon.

Lessee will comply with all applicable provisions of the Internal Revenue Code of 1986, as amended, including without limitation Sections 103, 141 and 148 thereof, and the applicable regulations of the Treasury Department to maintain the exclusion of the interest components of Rental Payments from gross income for purposes of federal income taxation.

6. The Agreement. This Schedule is hereby made as part of the Agreement, and Lessor and Lessee hereby ratify and confirm the Agreement. The terms and provisions of the Agreement (other than to the extent that they relate solely to other Schedules or Equipment listed on other Schedules) are hereby incorporated by reference and made a part hereof.

7. Other Provisions.

None.

Dated: April 1, 2016.

U.S. BANCORP GOVERNMENT LEASING AND FINANCE, INC.

By: _____
Title: _____
Address: 13010 SW 68th Parkway, Suite 100
Portland, OR 97223

CITY OF SPRINGFIELD, MISSOURI

By: _____
Title: City Manager
Address: 840 Boonville Ave.
Springfield, MO 65802

APPROVED AS TO FORM:

_____, City Attorney

ATTACHMENT 1 TO
SCHEDULE OF EQUIPMENT NO. 4

EQUIPMENT DESCRIPTION

The Equipment consists of the following equipment to be used by Lessee's Parks Department, together with any and all replacement parts, additions, repairs, modifications, attachments and accessories thereto, any and all substitutions, replacements or exchanges therefor, and any and all insurance and/or proceeds thereof:

Description	Estimated Cost
Refrigerated Concessions Truck	$82,500
CFC Fitness Equipment Replacement	44,500
Ballfield Turf Preparation Units	25,500
DFC Fitness Equipment	44,500
Horse Transport Trailer for Valley Watermill Equestrian Center	27,000
Park Ranger Vehicle	28,500
Park Administration Vehicle	27,000
Three (3) Zero Turn Mowers for Park Operations	40,500
Salt Spreader for Park Operations	15,000
Horton Smith Tri-Plex Mower	30,000
Bill and Payne Stewart Tee Mower	30,000
Rivercut Rough Area Mower and Tri Plex Mower	90,000

This Equipment Description shall be deemed to be supplemented by the descriptions of the Equipment included in the Payment Requests and Acceptance Certificates submitted to U.S. Bank National Association, as escrow agent, pursuant to the Escrow Agreement dated as of April 1, 2016, among Lessor, Lessee and U.S. Bank National Bank, as escrow agent, which descriptions shall be deemed to be incorporated herein.

ATTACHMENT 2 TO
SCHEDULE OF EQUIPMENT NO. 4

PAYMENT SCHEDULE

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

Principal Amount: $489,500

Interest Rate: 1.886%, 30/360 basis; monthly compounding

Rental Payment Date	Interest Portion	Principal Portion	Total Rental Payment	Purchase Price
08/01/2016	$3,084.59	$22,662.52	$25,747.11	$466,837.48
11/01/2016	2,204.60	23,542.51	25,747.11	443,294.97
02/01/2017	2,093.42	23,653.68	25,747.11	419,641.29
05/01/2017	1,981.72	23,765.39	25,747.11	395,875.90
08/01/2017	1,869.49	23,877.62	25,747.11	371,998.28
11/01/2017	1,756.73	23,990.38	25,747.11	348,007.91
02/01/2018	1,643.44	24,103.67	25,747.11	323,904.24
05/01/2018	1,529.61	24,217.50	25,747.11	299,686.74
08/01/2018	1,415.24	24,331.86	25,747.11	275,354.88
11/01/2018	1,300.34	24,446.77	25,747.11	250,908.11
02/01/2019	1,184.89	24,562.21	25,747.11	226,345.90
05/01/2019	1,068.90	24,678.21	25,747.11	201,667.69
08/01/2019	952.36	24,794.75	25,747.11	176,872.94
11/01/2019	835.27	24,911.84	25,747.11	151,961.10
02/01/2020	717.62	25,029.48	25,747.11	126,931.62
05/01/2020	599.42	25,147.68	25,747.11	101,783.93
08/01/2020	480.67	25,266.44	25,747.11	76,517.49
11/01/2020	361.35	25,385.76	25,747.11	51,131.73
02/01/2021	241.47	25,505.64	25,747.11	25,626.09
05/01/2021	121.02	25,626.09	25,747.11	0.00

Attachment 2

ESCROW AGREEMENT

This Escrow Agreement (the "Escrow Agreement"), dated as of April 1, 2016 and entered into among **U.S. BANCORP GOVERNMENT LEASING AND FINANCE, INC.**, a corporation organized and existing under the laws of the State of Minnesota together with its successors and assigns, "Lessor"), **CITY OF SPRINGFIELD, MISSOURI**, a home rule charter city and political subdivision existing under the laws of Missouri ("Lessee"), and **U.S. BANK NATIONAL ASSOCIATION**, a national banking association organized and existing under the laws of the United States of America, as escrow agent (together with its successors and assigns, "Escrow Agent").

Name of Acquisition Fund:	"City of Springfield, Missouri Acquisition Fund-Schedule of Equipment No. 4"
Amount of Deposit into the Acquisition Fund:	$489,500

TERMS AND CONDITIONS

1. This Escrow Agreement relates to and is hereby made a part of the Schedule of Equipment No. 4 dated April 1, 2016 (the "Schedule") to that Master Equipment Lease Purchase Agreement dated as of October 17, 2014 (the "Agreement," and together with the Schedule, the "Lease"), between Lessor and Lessee.

2. Except as otherwise defined herein, all terms defined in the Agreement will have the same meaning for the purposes of this Escrow Agreement as in the Agreement.

3. Lessor, Lessee and Escrow Agent agree that Escrow Agent will act as sole Escrow Agent under the Lease and this Escrow Agreement, in accordance with the terms and conditions set forth in this Escrow Agreement. Escrow Agent will not be deemed to be a party to the Lease, and this Escrow Agreement will be deemed to constitute the entire agreement between Lessor and Lessee and Escrow Agent.

4. There is hereby established in the custody of Escrow Agent a special trust fund designated as set forth above (the "Acquisition Fund") to be held and administered by Escrow Agent in trust for the benefit of Lessor and Lessee in accordance with this Escrow Agreement.

5. Lessor will deposit in the Acquisition Fund the amount specified above. Moneys held by Escrow Agent hereunder will be invested and reinvested by Escrow Agent upon written order of an Authorized Lessee Representative, in accordance with the Federal Tax Certificate executed by Lessee as of the date hereof, in Qualified Investments (as defined below) maturing or subject to redemption at the option of the holder thereof prior to the date on which it is expected that such funds will be needed. If an Authorized Lessee Representative fails to timely direct the investment of any moneys held hereunder, Escrow Agent will invest and reinvest such moneys in Qualified Investments described in **Section 6(vi)** below. Such investments will be held by Escrow Agent in the Acquisition Fund; any interest and gain earned on such investments will be deposited in the Acquisition Fund, and any losses on such investments will be charged to the Acquisition Fund. Escrow Agent may act as purchaser or agent in the making or disposing of any investment.

6. "Qualified Investments" means, to the extent the same are at the time legal for investment of the funds being invested: (i) direct general obligations of the United States of America; (ii) obligations

the timely payment of principal of and interest on which is fully and unconditionally guaranteed by the United States of America; (iii) general obligations of the agencies and instrumentalities of the United States of America acceptable to Lessor; (iv) certificates of deposit, time deposits or demand deposits with any bank or savings institution including Escrow Agent or any affiliate thereof, provided that such certificates of deposit, time deposits or demand deposits, if not insured by the Federal Deposit Insurance Corporation or the Federal Savings and Loan Insurance Corporation, are fully secured by obligations described in (i), (ii) or (iii) above; or (v) repurchase agreements with any state or national bank or trust company, including Escrow Agent or any affiliate thereof, that are secured by obligations of the type described in (i), (ii) or (iii) above, provided that such collateral is free and clear of claims of third parties and that Escrow Agent or a third party acting solely as agent for Escrow Agent has possession of such collateral and a perfected first security interest in such collateral; or (vi) money market mutual funds that are invested in securities described in (i), (ii) or (iii) and that are rated "Aaa" by Moody's Investors Service or "AAAm-G" by Standard & Poor's Ratings Services or the comparable rating by Fitch IBCA, Inc.

7. Moneys in the Acquisition Fund will be used to pay for the cost of acquisition of the Equipment listed in the Lease and, if requested by Lessee, to pay certain costs of entering into the Lease. Such payment will be made from the Acquisition Fund upon presentation to Escrow Agent of one or more properly executed Payment Request and Acceptance Certificates, a form of which is attached as **Exhibit A**, executed by Lessee and approved by Lessor, together with an invoice for the cost of the acquisition of said Equipment and a written approval by Lessor of the Vendor to be paid, or in the event that certain costs of entering into the Lease are described in the Payment Request and Acceptance Certificate, an invoice specifying the amount of such costs. In making any disbursement pursuant to this **Section 7**, Escrow Agent may conclusively rely as to the completeness and accuracy of all statements in such Payment Request and Acceptance Certificate, and Escrow Agent will not be required to make any inquiry, inspection or investigation in connection therewith. The approval of each Payment Request and Acceptance Certificate by Lessor will constitute unto Escrow Agent an irrevocable determination by Lessor that all conditions precedent to the payment of the amounts set forth therein have been completed.

8. The Acquisition Fund will terminate upon the occurrence of the earlier of (a) the presentation of a proper Payment Request and Acceptance Certificate and the Final Acceptance Certificate, a form of which is attached as **Exhibit B**, properly executed by Lessee, or (b) the presentation of written notification by Lessor, or, if Lessor has assigned its interest under the Lease, then the assignees or subassignees of all of Lessor's interest under the Lease or an Agent on their behalf, that the Lease has been terminated pursuant to **Section 3.03 (a)** or **(c)** of the Agreement. Upon termination as described in clause (a) of this paragraph, any amount remaining in the Acquisition Fund will be used to prepay the principal portion of Rental Payments unless Lessor directs that payment of such amount be made in such other manner directed by Lessor that, in the opinion of nationally recognized counsel in the area of tax-exempt municipal obligations satisfactory to Lessor, will not adversely affect the exclusion of the interest components of Rental Payments from gross income for federal income tax purposes. If any such amount is used to prepay principal, the Rental Payment Schedule attached to the Lease will be revised accordingly as specified by Lessor. Upon termination as described in clause (b) of this paragraph, any amount remaining in the Acquisition Fund will immediately be paid to Lessor or to any assignees or subassignees of Lessor's interest in this Lease.

9. Escrow Agent may at any time resign by giving at least 30 days' written notice to Lessee and Lessor, but such resignation will not take effect until the appointment of a successor Escrow Agent. The substitution of another bank or trust company to act as Escrow Agent under this Escrow Agreement may occur by written agreement of Lessor and Lessee. In addition, Escrow Agent may be removed at any time, with or without cause, by an instrument in writing executed by Lessor and Lessee. In the event of

any resignation or removal of Escrow Agent, a successor Escrow Agent will be appointed by an instrument in writing executed by Lessor and Lessee. Such successor Escrow Agent will indicate its acceptance of such appointment by an instrument in writing delivered to Lessor, Lessee and the predecessor Escrow Agent. Thereupon such successor Escrow Agent will, without any further act or deed, be fully vested with all the trusts, powers, rights, duties and obligations of Escrow Agent under this Escrow Agreement and the predecessor Escrow Agent will deliver all moneys and securities held by it under this Escrow Agreement to such successor Escrow Agent whereupon the duties and obligations of the predecessor Escrow Agent will cease and terminate. If a successor Escrow Agent has not been so appointed with 90 days of such resignation or removal, Escrow Agent may petition a court of competent jurisdiction to have a successor Escrow Agent appointed.

10. Any corporation or association into which Escrow Agent 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, will be and become successor Escrow Agent hereunder and will 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.

11. Escrow Agent incurs no responsibility to make any disbursements pursuant to this Escrow Agreement except from funds held in the Acquisition Fund. Escrow Agent makes no representations or warranties as to the title to any Equipment listed in the Lease or as to the performance of any obligations of Lessor or Lessee.

12. Escrow Agent may act in reliance upon any writing or instrument or signature which it, in good faith, believes to be genuine, may assume the validity and accuracy of any statement or assertion contained in such a writing or instrument, and may assume that any person purporting to give any writing, notice, advice or instructions in connection with the provisions hereof has been duly authorized to do so. Escrow Agent will not be liable in any manner for the sufficiency or correctness as to form, manner and execution, or validity of this Escrow Agreement other than its own execution thereof or any instrument deposited with it, nor as to the identity, authority or right of any person executing the same; and its duties hereunder will be limited to those specifically provided herein.

13. Unless Escrow Agent is guilty of negligence or willful misconduct with regard to its duties hereunder, Lessee, to the extent permitted by law, and Lessor jointly and severally hereby agree to indemnify Escrow Agent and hold it harmless from any and all claims, liabilities, losses, actions, suits or proceedings at law or in equity, or any other expense, fees or charges of any character or nature, which it may incur or with which it may be threatened by reason of its acting as Escrow Agent under this Escrow Agreement; and in connection therewith, to indemnify Escrow Agent against any and all expenses, including reasonable attorneys' fees and the cost of defending any action, suit or proceeding or resisting any claim.

14. The aggregate amount of the costs, fees, and expenses of Escrow Agent in connection with the creation of the escrow described in and created by this Escrow Agreement and in carrying out any of the duties, terms or provisions of this Escrow Agreement is a one-time fee in the amount of $-0-, to be paid by Lessee concurrently with the execution and delivery of this Escrow Agreement.

Notwithstanding the preceding paragraph, Escrow Agent will be entitled to reimbursement from Lessee of reasonable out-of-pocket, legal or extraordinary expenses incurred in carrying out the duties, terms or provisions of this Escrow Agreement. Claims for such reimbursement may be made to Lessee

and in no event will such reimbursement be made from funds held by Escrow Agent pursuant to this Escrow Agreement. Escrow Agent agrees that it will not assert any lien whatsoever on any of the money or Qualified Investments on deposit in the Escrow Fund for the payment of fees and expenses for services rendered by Escrow Agent under this Escrow Agreement or otherwise.

15. If Lessee, Lessor or Escrow Agent are in disagreement about the interpretation of the Lease or this Escrow Agreement, or about the rights and obligations, or the propriety of any action contemplated by Escrow Agent hereunder, Escrow Agent may, but will not be required to, file an appropriate civil action to resolve the disagreement. Escrow Agent will be indemnified by Lessor and Lessee, to the extent permitted by law, for all costs, including reasonable attorneys' fees and expenses, in connection with such civil action, and will be fully protected in suspending all or part of its activities under this Escrow Agreement until a final judgment in such action is received.

16. Escrow Agent may consult with counsel of its own choice and will have full and complete authorization and protection for any action or non-action taken by Escrow Agent in accordance with the opinion of such counsel. Escrow Agent will otherwise not be liable for any mistakes of facts or errors of judgment, or for any acts or omissions of any kind unless caused by its negligence or willful misconduct.

17. This Escrow Agreement will be governed by and construed in accordance with the laws of the state in which Escrow Agent is located.

18. In the event any provision of this Escrow Agreement will be held invalid or unenforceable by any court of competent jurisdiction, such holding will not invalidate or render unenforceable any other provision hereof.

19. This Escrow Agreement may not be amended except by a written instrument executed by Lessor, Lessee and Escrow Agent.

20. This Escrow Agreement may be executed in several counterparts, each of which so executed will be an original.

21. The parties agree that the transaction described herein may be conducted and related documents may be 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, Lessor, Lessee and Escrow Agent have caused this Escrow Agreement to be executed by their duly authorized representatives.

U.S. BANCORP GOVERNMENT LEASING AND FINANCE, INC.
LESSOR

By: _____
Title: _____

CITY OF SPRINGFIELD, MISSOURI
LESSEE

By: _____
Title: City Manager

APPROVED AS TO FORM:

_____, City Attorney

U.S. BANK NATIONAL ASSOCIATION
ESCROW AGENT

By: _____
Title: _____

EXHIBIT A

FORM OF PAYMENT REQUEST AND ACCEPTANCE CERTIFICATE

To: U.S. Bank National Association, as Escrow Agent
13010 SW 68th Parkway, Suite 100
Portland, OR 97223

Re: City of Springfield, Missouri Acquisition Fund established by the Escrow Agreement, dated as of April 1, 2016 (the "Escrow Agreement"), among U.S. Bancorp Government Leasing and Finance, Inc., as lessor ("Lessor"), City of Springfield, Missouri ("Lessee") and U.S. Bank National Association, as Escrow Agent (the "Escrow Agent")

Ladies and Gentlemen:

The Escrow Agent is hereby requested to pay from the Acquisition Fund to the person or corporation designated below as Payee, the sum set forth below in payment of a portion or all of the cost of the acquisition of the equipment, costs incurred in entering into the Lease described below or the interest portions of Rental Payment(s) described below. The amount shown below is due and payable under the invoice of the Payee attached hereto with respect to the cost of the acquisition of the equipment, costs incurred in entering into the Lease described below or payment of the interest portions of Rental Payment(s) and has not formed the basis of any prior request for payment.

The equipment or costs described below are (a) part or all of the "Equipment" that is listed in Equipment Schedule No. 4 dated April 1, 2016 (the "Schedule"), to that certain Master Equipment Lease Purchase Agreement dated as of October 17, 2014 (the "Agreement," and together with the Schedule, the "Lease"), described in the Escrow Agreement or (b) costs incurred in entering into the Lease.

Quantity	Serial Number	Item	Amount

Payee: _____
_____
_____

Lessee hereby certifies and represents to and agrees with Lessor and Escrow Agent as follows:

(1) The Equipment described above (a) has been delivered, installed and accepted on the date hereof, or (b) the amount requested is a down payment currently due on said Equipment.

(2) If (1)(a) is applicable, Lessee has conducted such inspection and/or testing of said Equipment as it deems necessary and appropriate and hereby acknowledges that it accepts said Equipment for all purposes.

(3) If (1)(a) is applicable, Lessee is currently maintaining the insurance coverage required by **Section 7.02** of the Agreement.

Lessee hereby certifies and represents to Lessor and Escrow Agent that no event or condition that constitutes, or with notice or lapse of time or both would constitute, an Event of Default (as such term is defined in the Agreement) exists at the date hereof.

Dated: _____, 20___.

CITY OF SPRINGFIELD, MISSOURI
LESSEE

By: _____
Title: _____

APPROVED:

U.S. BANCORP GOVERNMENT LEASING AND FINANCE, INC.
LESSOR

By:_____
Title:_____

EXHIBIT B

FINAL ACCEPTANCE CERTIFICATE

[THIS CERTIFICATE IS TO BE EXECUTED ONLY WHEN ALL EQUIPMENT HAS BEEN ACCEPTED]

The undersigned hereby certifies that the equipment described above, together with the equipment described in and accepted by Payment Request and Acceptance Certificates previously filed by Lessee with Escrow Agent and Lessor pursuant to the Escrow Agreement, constitutes all of the Equipment subject to the Lease.

Dated: _____

CITY OF SPRINGFIELD, MISSOURI
LESSEE

By:_____
Title:_____

EXHIBIT C

APPOINTMENT OF AUTHORIZED REPRESENTATIVES;
MONEY MARKET ACCOUNT AUTHORIZATION FORM

[To be provided by Escrow Agent.]

CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Attachment 3

BA Number 0036

Revenues:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
20110	16	80010	408070	000000	00000	153,900.00	Lease Proceeds for Parks
20120	16	80010	408070	000000	00000	184,200.00	Lease Proceeds for Parks
57010	16	25010	408070	000000	00000	151,400.00	Lease Proceeds for Parks
Net Revenue Adjustment						489,500.00	

Expenditures:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
20110	16	82540	508170	000000	00000	82,500.00	Concessions refrigeration truck
20110	16	82550	508220	000000	10065	44,500.00	Chesterfield Family Center fitness equipment
20110	16	80570	508170	000000	00000	25,500.00	Turf ballfield dragging equipment
20110	16	80010	509350	000000	00000	1,400.00	Cost of issuance
20120	16	82550	509110	000000	10101	44,500.00	Doling Family Center fitness equipment
20120	16	80570	508170	000000	00000	40,500.00	Three mowers for park operations
20120	16	80040	508320	000000	00000	28,500.00	Park ranger vehicle
20120	16	80010	508120	000000	00000	27,000.00	Parks administration vehicle
20120	16	88030	508170	000000	10428	27,000.00	Equestrian Center horse trailer
20120	16	80520	508170	000000	00000	15,000.00	Salt spreader
20120	16	80010	509350	000000	00000	1,700.00	Cost of issuance
57010	16	25010	508320	000000	10354	90,000.00	Rough area mower
57010	16	25010	508320	000000	10409	30,000.00	Tee mower
57010	16	25010	508320	000000	10169	30,000.00	Triplex mower
57010	16	25010	509350	000000	00000	1,400.00	Cost of issuance
Net Expenditure Adjustment						489,500.00	

Fund Balance Appropriation:

Fund		Title	Amount
		Fund Balance Approporiation	

Explanation: Parks equipment lease for FY2016 operating needs.

Requested By:

Mary Mann O Backer 3/2/16
Department Head Date

Approved By:

Mary Mann O Backer 3/2/16
Director of Finance Date

City Manager Date

Authorization:

Council Bill No. 2016-053
Ordinance No.
1st Reading
2nd Reading
Journal Imp No.