

Pub. Imp. _____
Govt. Gmt. _____
Emer. _____
IPO Required _____
P. Hmgs. _____
Pgs. 19
Filed: 3-13-01

Sponsored by: Vanaman

First Reading: March 19, 2001

Second Reading: April 2, 2001

Amenozo
COUNCIL BILL NO. 2001-101

SPECIAL ORDINANCE NO. 24010

AN ORDINANCE

1 AUTHORIZING the City Manager, on behalf of the City of Springfield, to enter into an
2 agreement with the Board of Public Utilities of Springfield, Missouri, the
3 Springfield Area Chamber of Commerce and the Springfield Business
4 and Industrial Development Corporation to form a public/private
5 partnership for the development of the Partnership Industrial Park
6 West.
7 _____

8
9 BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SPRINGFIELD, MISSOURI, as
10 follows:
11

12 Section 1 - That the City Manager, on behalf of the City of Springfield, Missouri, is
13 hereby authorized to enter into an agreement with the Board of Public Utilities of
14 Springfield, Missouri, the Springfield Area Chamber of Commerce and the Springfield
15 Business and Industrial Development Corporation, said agreement to be substantially in
16 form and content as that document attached hereto and incorporated herein by reference
17 as Exhibit I.
18

19 Section 2 - The Director of Finance of the City is hereby authorized to borrow
20 money including the issuance of temporary bonds, notes and other obligations for the
21 purpose of funding the City's obligation to provide infrastructure and pay for the cost of
22 acquiring the right to use airport property as part of the Partnership Industrial Park West.
23 The City shall be reimbursed for its costs to provide infrastructure and airport land from the
24 proceeds of the sale of land in the Partnership Industrial Park West.
25

26 Section 3 - The City Council hereby directs and authorizes the Director of Finance
27 to establish a trust account in which funds shall be placed to reimburse the Springfield-
28 Branson Regional Airport for airport land used as part of the Partnership Industrial Park

29 West as required by the FAA. The City Council approves the transfer of the use of airport
30 land which lies east of the airport and north of I-44 generally shown in Exhibit 2 for
31 economic development purposes to be part of the Partnership Industrial Park West which
32 land may be sold in accordance with the provisions of Exhibit 1 and restrictions
33 established by the Springfield Municipal Airport, provided the FAA and the Planning and
34 Zoning Commission of the City concur in the transfer of the use of the land from the
35 Springfield Municipal Airport.

36
37 Section 4 - The City Council of the City has concluded that construction of the
38 Partnership Industrial Center West is necessary and advancing the funds from the General
39 Fund of the City in an amount equal to pay the costs of construction of the Partnership
40 Industrial Center West will result in substantial savings to the citizens of the City and
41 allocation of a portion of the unencumbered surplus in the General Fund is in the best
42 interest of the City subject to the requirement that such advance be reimbursed out of the
43 proceeds from the sale by the City of revenue anticipation notes.

44
45 Section 5. This Ordinance sets forth the official intent of the City Council with
46 respect to its reasonable expectation required under Section 1.150-2(c)(2) of the Treasury
47 Regulations to reimburse the expenditure within 18 months after the later of: (a) the date
48 the expenditure is paid or (b) the date the infrastructure improvements in the Partnership
49 Industrial Center West are made.

50
51 Section 6 - The City Manager is hereby authorized on behalf of the City to do all
52 things necessary to carry out provisions of Exhibit I.

53
54 Section 7 - This Ordinance shall be in full force and effect from and after passage.
55
56
57

58 Passed at meeting: April 2, 2001

59
60
61 
62 Mayor

63
64
65 Attest: Brenda M. Cuts, City Clerk

66
67
68 Approved as to form: , City Attorney

69
70
71 Approved for Council action: , City Manager

**PARTNERSHIP INDUSTRIAL CENTER WEST
DEVELOPMENT AGREEMENT**

1 THIS AGREEMENT, made this ____ day of _____, 2001, among the City of
2 Springfield, Missouri (hereinafter, "City"), the Board of Public Utilities of Springfield, Missouri
3 (hereinafter, "CU"), the Springfield Area Chamber of Commerce (hereinafter, "Chamber"), and the
4 Springfield Business & Industrial Development Corporation, a Missouri not-for-profit cooperation
5 (hereinafter, "SBDC"), collectively sometimes called "parties" or "party."

6
7 WITNESSETH:

8
9 WHEREAS, the parties desire to promote the prosperity, economic betterment, general
10 interest and welfare of the community according to their powers granted by law; and

11
12 WHEREAS, City and CU have agreed that the use of public funds in the development of a
13 high quality industrial center designed to attract desirable manufacturing enterprises will serve the
14 public interest in the retention and creation of quality jobs, provide markets for the services of skilled
15 workers in the area, and provide markets for the sale of utilities; and

16
17 WHEREAS, Chamber, whose primary goal is the economic development of the Springfield
18 area market, wants to assist in the marketing of the industrial center and to assist in the general
19 support and guidance of the project; and

20
21 WHEREAS, SBDC, formed for the purpose of promoting industrial growth in the Springfield
22 area, desires to participate to enhance the economic well-being of the greater Ozarks area and
23 believes its participation will involve the private sector in accomplishing the overall purpose of the
24 project; and

25
26 WHEREAS, the parties have developed a public/private partnership to promote quality job
27 creation and promote the overall economic development of the community.
28

29 NOW, THEREFORE, the parties, pursuant to sections 70.210 RSMo. et seq, have
30 determined that it is in the public interest to formalize a development agreement to govern the process
31 of development and management of the proposed industrial center generally located east of the
32 Springfield Municipal Airport and north of I-44 (PIC West), which land is described on Exhibit A,
33 to ensure the long-term stability and understanding of the venture and to carry out the purposes as
34 stated herein and therefore agree as follows:

35
36 **ARTICLE I**

37 **PURPOSE**

38 The purpose of this agreement is to govern the process of development, management, and
39 selling of property within PIC West. The property controlled by the partnership shall be used for
40 industrial projects providing quality manufacturing and industrial jobs for the Springfield area, provide
41 markets for the services of skilled workers in the area, and increase the electrical load factor for
42 increased efficiency of CU.

43
44 **ARTICLE II**

45 **RESPONSIBILITIES OF PARTIES**

46 A. It is agreed that each party shall have its specific responsibilities for the development and that
47 all shall have a joint responsibility for control of the sale of individual parcels in the center;
48 provided, however, the specific responsibilities shall be undertaken cooperatively with the
49 other parties as directed by the Administrative Council. The specific responsibilities are
50 generally described as follows:

51
52 1. **CU'S RESPONSIBILITIES.**

- 53 a. CU shall be responsible for keeping consolidated books and records and doing
54 all accounting work according to Article V of this Agreement.
55 b. CU will make available to every parcel within PIC West appropriate utility
56 services consisting of natural gas, water, and electricity.
57

- 59 c. CU will arrange and initially pay for the services of a competent consultant to
60 prepare a design and overall concept for the industrial center, to include parcel
61 division, appropriate land use, transportation access, and all related matters.
62

63 2. CITY'S RESPONSIBILITIES.

- 64 a. City will provide appropriate municipal improvements, including street
65 improvements, sewer service, drainage and infrastructure engineering (City
66 Infrastructure) in cooperation with CU to ensure efficient location of both
67 utility and municipal services.
- 68 b. City will take the necessary steps to see that the center is properly zoned for
69 activities of the type contemplated.
- 70 c. City will consider use of its power of eminent domain to acquire such
71 additional lands as the parties agree necessary to encourage the quality of
72 development contemplated by this partnership.
- 73 d. The City owns land described in Exhibit B (Airport Land) which was acquired
74 by the City for the use and benefit of the City's airport. The City will transfer
75 the Airport Land, upon approval from the FAA and the Planning and Zoning
76 Commission and/or the City Council, to the City for use and sale to buyers as
77 part of PIC-West. The City hereby authorizes a duly appointed officer of the
78 Administrative Council to convey the Airport Land on behalf of the City when
79 authorized by the Administrative Council as needed for development to the
80 purchaser of the land by executing a special warranty deed on behalf of the
81 City. The Airport Land will be conveyed subject to covenants required by the
82 FAA and the Airport Board which covenants shall run with the land so long
83 as there is an airport adjacent to the Airport Land. Access from the airport
84 to PIC-West will be retained by the Airport Board as shown on the recorded
85 preliminary and final plats of PIC-West. None of the costs for constructing,
86 operating, or maintaining said access to PIC-West shall be borne by the
87 Administrative Council.
88
89

90 3. CHAMBER'S RESPONSIBILITIES

- 91 a. Chamber shall provide general marketing guidance, services and expertise in
92 promoting the development locally, regionally, nationally, and internationally.
93 To that end, Chamber shall develop a profile of prospective tenants or
94 purchasers and shall target its marketing to attract tenants or purchasers that
95 will provide the types of jobs contemplated by the project.
96

97 4. SBDC'S RESPONSIBILITIES

- 98 a. SBDC may acquire from private sources all funds necessary to construct a
99 shell facility, or facilities as may be needed, which are suitable for general
100 manufacturing or industrial purposes located within the center and will be
101 responsible for the design and construction thereof, including necessary site
102 preparation, which design, construction and site preparation shall be approved
103 by the Administrative Council as set forth herein.
104 b. In cooperation with the Chamber, SBDC shall provide marketing services
105 support and guidance in promoting the development.
106 c. The SBDC has acquired lands which are subject to financing liens. SBDC will
107 have these liens released so as not to prevent final lease or conveyance to end
108 users for development purposes.
109 d. SBDC, by approval of this agreement, has delegated to the Administrative
110 Council the sole authority to convey the property in accordance with the
111 terms of this Agreement. The sole action by the SBDC to convey or
112 otherwise dispose of the property subject to the terms of this agreement shall
113 be the ministerial action of signing a deed and other necessary documents.
114

115 ARTICLE III

116 ADMINISTRATION OF INDUSTRIAL CENTER

- 117 A. The Industrial Center shall be managed in consultation with a board called the Partnership
118 Industrial Center West Administrative Council (the "Administrative Council"). None of the
119 parties to this agreement shall have authority to act for or to assume any obligation or

responsibility on behalf of the Industrial Center, except with the prior approval of the Administrative Council.

1. COMPOSITION OF ADMINISTRATIVE COUNCIL; APPOINTMENTS AND REMOVALS.

a. A ten (10) member Partnership Industrial Center Administrative Council (the "Administrative Council") shall establish Industrial Center policy and procedure and supervise the management of PIC-West. The Administrative Council shall consist of:

- one member from the City Council appointed by the Mayor of Springfield,
- one member from the Board of Public Utilities appointed by the Chairman of its Board,
- one member of the Board of Directors of the Springfield Business & Development Corporation appointed by its President,
- one member from the Board of Directors from the Springfield Area Chamber of Commerce appointed by its Chairman,
- the City Manager of Springfield or designee selected from senior city staff officials,
- the General Manager of City Utilities or designee selected from senior utility staff officials,
- the President of the Springfield Area Chamber of Commerce or designee selected from senior chamber staff officials, and
- the Director of Aviation of the Springfield Municipal Airport or designee selected from senior Airport staff, and
- one member of the Greene county Commission, and
- One member of the CU Citizens' Advisory Council or a designee selected from the membership of the Citizens' Advisory Council.

Respective members of the Administrative Council shall serve by virtue of their office or at the pleasure of the appointing authority.

- 150 b. Each entity with authority to appoint a representative to the Administrative
151 Council may at any time, by written notice, remove its representative, with or
152 without cause, and appoint a substitute representative to serve in their stead
153 provided the substitute representative meets the qualifications set forth above
154 in the preceding paragraph. Each such designation shall be revocable any time
155 by the entity represented but shall survive the death or resignation of the
156 regular representative until appointment of a substitute representative. Such
157 designation shall be in writing and a copy thereof shall be provided to the
158 Administrative Council at or prior to the date set for any meeting at which
159 such alternate is to act. The removal of a representative or of an alternate
160 shall not invalidate any act of such person taken prior to the giving of written
161 notice of his removal.

162
163 2. **POWERS OF ADMINISTRATIVE COUNCIL**

- 164 a. Without limiting the generality of the Administrative Council's powers, the
165 powers specifically shall include:
- 166 i. Promulgation of rules, regulations, and bylaws for the conduct,
167 management and control of the affairs and business of the Industrial
168 Center which study and experience dictate as necessary for successful
169 and harmonious operation of the center as it develops and are not
170 inconsistent with law or with the provisions of this Agreement
171 including, but not limited to, the appointment or election of officers as
172 required for the orderly conduct of the Administrative Council's
173 business;
- 174 ii. Review and approve a site plan, develop covenants regarding use and
175 development within the center, limitations or restrictions on industry
176 types, sizes, development requirements, changes in use, restrictions on
177 transfers, sales and pricing policies on land;
- 178 iii. Recommend to the parties, the purchase, lease or sublease from others
179 or other acquisition or construction of assets, properties (real or
180 personal) and rights of any kind determined by the Administrative

Council to be necessary or desirable in connection with the conduct of furtherance of the Industrial Center objectives;

- iv. Sale, conveyance, transfer, lease or sublease to others or other disposition of portions of the assets, rights and properties of the Industrial Center and execution and delivery of contracts, documents and instruments necessary to effect the same, provided, however, sales or lease prices (or a formula for their computation) shall have been determined with costs allocated on a per parcel, per square foot, or other equitable basis, suitable guarantees shall have been made by purchasers regarding compliance with all center restrictions and requirements, all sales or leases shall be consistent with constitutional and statutory restrictions on public bodies, and the contributing entities receive pro rata shares of sales proceeds in reimbursement of expenses advanced for the project, as provided herein;

- v. It is anticipated and intended that property in the center will be sold to final users as opposed to developers on speculation. The Administrative Council shall consider restrictions on sales of property which give the Administrative Council or any of the parties an option to purchase the property at an agreed price or pricing formula if construction consistent with the purpose of the partnership has not been substantially completed on the conveyed tract within two (2) years following the date the property is conveyed to final user. In addition, the Administrative Council should consider restrictions on sales of property which give the Administrative Council or any of the parties a first right of refusal on the future sale of any conveyed tract by a purchaser from the partnership.

- vi. Create an owners association to which will ultimately be transferred responsibility for the governance of operations within PIC West including authority to levy assessments upon center industries for its operation. No such property owners association shall be given power to alter the basic purpose of PIC West until after the last tract of land

has been sold. Any alteration of the basic purpose of PIC West shall be consistent with the covenants required by the City for the protection of its airport as set forth in the covenants which run with the Airport Land.

- vii. Selection and removal of all agents and employees of the Industrial Center and prescription of powers and duties for such agents and employees, and fixing of their compensation.

3. ADMINISTRATIVE COUNCIL MEETINGS

- a. Within forty five days after all of the parties have signed this agreement the duly appointed members of the Administrative Council shall meet, elect officers and establish procedures for conducting its business. The Administrative Council shall hold regular meetings as such time and place as established by the Administrative Council. Special meetings of the Administrative Council may be called any time by any two representatives on the Administrative Council.

4. QUORUM AND VOTING AT BOARD MEETINGS

- a. Each representative shall have one vote in all matters presented to the Administrative Council for decision or approval. A simple majority of the Administrative Council shall constitute a quorum. The affirmative votes of a majority of the Administrative Council shall be required for any act or decision of the Administrative Council.
- b. Notice shall be required with respect to any meeting of the Administrative Council. At least forty-eight (48) hours' prior notice of any special meeting shall be given.
- c. The Administrative Council shall cause to be kept a book of minutes of all of its meetings in which shall be recorded the time and place of such meeting, whether regular or special and, if special, how called, the notice thereof given, and the names of those present and a summary of the proceedings.

- 242 d. If permitted by law any action required or permitted to be taken by the
243 Administrative Council may be taken without a meeting if a simple majority
244 of the representatives, including at least one representative appointed by each
245 party to this Agreement, consent in writing to such action.
- 246 e. Expenses incurred by the representatives incident to their duties and
247 responsibilities as representatives under this Agreement shall not be paid by
248 or charged to the partnership unless reimbursement specifically is authorized
249 in each case by the Administrative Council.
- 250 f. No representative shall receive compensation for his time or services provided
251 as a member of the Administrative Council.

252
253 **ARTICLE IV**

254 **CONTRIBUTIONS COVERING DEVELOPMENT COSTS**
255 **ALLOCATION AND DISTRIBUTION OF PROCEEDS**

256
257 **A. INITIAL ACCOUNTING.**

- 258 1. Upon execution of this agreement, each party shall provide the Administrative Council
259 with a detailed accounting of all fees and expenses incurred by such party relating to
260 the development of a second industrial park prior to the date the Agreement is
261 executed for use by the Administrative Council in establishing capital accounts for
262 each of the parties. After execution of this Agreement, no significant funds shall be
263 expended by any party for project expenses without prior consent of the
264 Administrative Council unless such payments are made on commitments made prior
265 to the date of this Agreement or are made in accordance with commitments approved
266 as required by this Agreement. In computing such expenses, no allocation shall be
267 made for personnel costs incurred. Interest attributable to funds advanced by the
268 SBDC for the acquisition of land shall be recoverable

269
270 **B. CONTRIBUTIONS FOR DEVELOPMENT COSTS.**

- 271 1. Except as otherwise provided herein, it is anticipated that each party will advance
272 funds required to fulfill its obligation as set forth in Article II of this Agreement,
273 subject to being reimbursed upon the sale of parcels in the center.
274

275 C. ALLOCATION OF PROCEEDS.

- 276 1. The net profits or net losses of the partnership shall be credited or charged among the
277 parties and gains and losses realized upon the sale, lease, exchange or other
278 conversion of any part or all of the real estate controlled under the terms of this
279 Agreement shall be allocated among the parties in the percentages of the partnership's
280 capital accounts belonging to each party. It is anticipated that funds received upon
281 the sale or lease of an individual parcel will be distributed first to the SBDC to recover
282 its raw land costs including interest, then to the City to recover its land costs.
283 Subsequent to the reimbursement of these costs, the costs of infrastructure, industrial
284 park development costs incurred by the SBDC and CU, and all other costs approved
285 by the Administrative Council shall be reimbursed from the sale or lease of the land
286 to the respective partners on a prorated basis.
287

288 ARTICLE V

289 BOOKS, RECORDS, ACCOUNTS, AND REPORTS

290
291 A. BOOKS AND RECORDS.

- 292 1. Books and records of the project shall be maintained according to generally accepted
293 accounting principles, showing all costs, expenditures, sales, receipts, assets and
294 liabilities, and profits and losses, as determined by provisions herein, and all other
295 records necessary, convenient or incidental to recording the partnership's businesses
296 and affairs and sufficient to record the allocation of profits, losses, and distributions
297 as provided for herein. Each party shall have the right at all reasonable times during
298 usual business hours to examine and make copies of the books and records of the
299 partnership. Such right may be exercised by any agent or employee of such party as
300 designated.
301

302 B. REPORTS.

- 303 1. At the end of each calendar quarter, there shall be prepared a statement showing the
304 results of operations during the preceding quarter and for the fiscal period then ended.
305 At the time any distribution for reimbursement for expenses is made, there shall be
306 delivered to each party a statement showing how the distribution was calculated and
307 made. Upon the request of a simple majority of the Administrative Council, the
308 partnership shall have an annual accounting of its books. Each party shall be
309 furnished with a copy of such annual accounting, as soon as reasonably practicable
310 after the close of the calendar year.

312 ARTICLE VI

313 EVENTS OF TERMINATION

314 DISTRIBUTIONS ON TERMINATION

315
316 A. EVENTS OF TERMINATION.

- 317 1. It is anticipated and intended that this Agreement will continue for such time as may
318 be required to dispose of all properties within the center. If a party finds it necessary
319 to withdraw from this Agreement prior to disposition of all properties within the
320 center, said party shall make every effort to acquire a substitute acceptable to the
321 other parties that is willing to assume all its responsibilities. Notwithstanding the
322 above statement of purpose and intent, the partnership shall terminate upon the first
323 to occur of the following events:
- 324 a. Upon notice by any two (2) parties that another party has failed to perform its
325 obligations hereunder and such failure shall continue for a least three months
326 after written notice from the parties claiming the default. The parties wanting
327 to terminate under this provision shall, after the expiration of the three-month
328 period, give one month's notice of their intention to terminate.
- 329 b. Upon three months' written notice by any two (2) parties that such parties
330 elect to terminate the partnership because of the failure of the parties to agree
331 upon any proposed action or non-action by the partnership resulting in the
332 inability to carry on the business of the partnership under normal standards of

333 commercial reasonableness, if at the end of the three-month period the parties
334 still fail to agree.

335 c. Upon the sale and conveyance of all the PIC-West property and its
336 improvements.

337 d. By mutual agreement of the parties.
338

339 **B. DISTRIBUTIONS ON TERMINATION.**

340 1. Upon termination of the partnership, a final audit shall be made by a firm of certified
341 public accountant selected by a simple majority of the Administrative Council and all
342 of the property and assets of the partnership shall be distributed in the following
343 order:

344 a. All of the debts and obligations of the partnership due to entities other than
345 a party, shall be paid in full.

346 b. All debts and obligations of the partnership due to the parties for funds
347 advanced to the partnership for center projects shall be paid in full. No party
348 shall be liable to any other party for any deficiency in any unpaid amounts due
349 to a party for contributions to center expenses, it being expressly understood
350 that each party's contribution is made at its sole risk.

351 c. If no amounts are due to third parties at the time of termination, then the
352 property of the partnership need not be sold but instead, may be transferred
353 or delivered to the parties on a pro rata basis commensurate with their
354 advances to the purchase of assets and payment of development costs. No
355 party shall be liable to any other party for any deficiency in any unpaid
356 amounts due to a party for contributions to center expenses, it being expressly
357 understood that each party's contribution is made at its sole risk.
358

ARTICLE VII
AMENDMENT OF AGREEMENT

A. AMENDMENT OF AGREEMENT.

1. This Agreement shall not be amended without the unanimous consent of the partners.

WITNESS the execution of this agreement by the parties through their duly authorized agents and representatives the day and year first above written.

CITY OF SPRINGFIELD, MISSOURI

BY: _____

TITLE: _____

BOARD OF PUBLIC UTILITIES OF
SPRINGFIELD, MISSOURI

BY: _____

TITLE: _____

SPRINGFIELD AREA CHAMBER OF
COMMERCE

BY: _____

TITLE: _____

SPRINGFIELD BUSINESS & INDUSTRIAL
DEVELOPMENT CORPORATION

BY: _____

TITLE: _____

PARTNERSHIP INDUSTRIAL CENTER WEST

A PART OF SECTIONS 7 AND 18, TOWNSHIP 29 NORTH, RANGE 22 WEST, AND A PART OF SECTION 12, TOWNSHIP 29 NORTH, RANGE 23 WEST, ALL IN GREENE COUNTY, MISSOURI, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 7; THENCE NORTH 02 DEGREES 22 MINUTES 52 SECONDS EAST, ALONG THE WEST LINE OF SAID SECTION 7, A DISTANCE OF 24.79 FEET TO THE NORTH RIGHT-OF-WAY LINE OF STATE ROUTE EE FOR THE POINT OF BEGINNING; THENCE ALONG SAID NORTH RIGHT-OF-WAY LINE, NORTH 89 DEGREES 55 MINUTES 43 SECONDS WEST, 50.04 FEET; THENCE NORTH 02 DEGREES 22 MINUTES 52 SECONDS EAST, 292.76 FEET; THENCE NORTHEASTERLY, ALONG A CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 107 DEGREES 21 MINUTES 11 SECONDS, WITH A RADIUS OF 650.00 FEET, AN ARC DISTANCE OF 1217.88 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, 500.95 FEET; THENCE NORTH 44 DEGREES 42 MINUTES 00 SECONDS EAST, 473.10 FEET; THENCE SOUTH 29 DEGREES 08 MINUTES 28 SECONDS EAST, 654.66 FEET; THENCE NORTH 52 DEGREES 19 MINUTES 41 SECONDS EAST, 1802.29 FEET TO THE WEST LINE OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 7; THENCE NORTH 02 DEGREES 20 MINUTES 36 SECONDS EAST, 297.32 FEET TO THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 7; THENCE NORTH 02 DEGREES 23 MINUTES 04 SECONDS EAST, ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER, A DISTANCE OF 1329.85 FEET TO THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 7; THENCE SOUTH 88 DEGREES 17 MINUTES 14 SECONDS EAST, 1335.76 FEET TO THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 7; THENCE SOUTH 88 DEGREES 19 MINUTES 15 SECONDS EAST, 1315.26 FEET TO THE EAST RIGHT-OF-WAY LINE OF FARM ROAD 123; THENCE ALONG SAID EAST RIGHT-OF-WAY LINE, SOUTH 02 DEGREES 29 MINUTES 12 SECONDS WEST, 1332.22 FEET TO THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 7; THENCE CONTINUING ALONG SAID EAST RIGHT-OF-WAY LINE, SOUTH 02 DEGREES 23 MINUTES 09 SECONDS WEST, 1330.54 FEET TO THE NORTHWESTERLY RIGHT-OF-WAY LINE OF INTERSTATE HIGHWAY 44; THENCE ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, SOUTH 11 DEGREES 53 MINUTES 30 SECONDS WEST, 77.13 FEET; THENCE SOUTH 23 DEGREES 51 MINUTES 28 SECONDS WEST, 190.11 FEET; THENCE SOUTH 41 DEGREES 56 MINUTES 21 SECONDS WEST, 1070.28 FEET; THENCE SOUTH 65 DEGREES 36 MINUTES 58 SECONDS WEST, 235.57 FEET; THENCE NORTH 88 DEGREES 46 MINUTES 34 SECONDS WEST, 151.71 FEET; THENCE SOUTH 01 DEGREES 58 MINUTES 49 SECONDS WEST, 110.27 FEET TO THE NORTH RIGHT-OF-WAY LINE OF STATE ROUTE EE; THENCE ALONG SAID NORTH RIGHT-OF-WAY LINE, NORTH 88 DEGREES 10 MINUTES 31 SECONDS WEST, 510.95 FEET; THENCE SOUTH 86 DEGREES 07 MINUTES 29 SECONDS WEST, 98.85 FEET; THENCE NORTH 02 DEGREES 21 MINUTES 58 SECONDS EAST, 989.96 FEET; THENCE NORTH 88 DEGREES 07 MINUTES 36 SECONDS WEST, 1075.99 FEET; THENCE SOUTH 02 DEGREES 21 MINUTES 50 SECONDS WEST, 989.92 FEET TO THE NORTH RIGHT-OF-WAY LINE OF SAID STATE ROUTE EE; THENCE NORTH 88 DEGREES 08 MINUTES 43 SECONDS WEST, ALONG SAID NORTH RIGHT-OF-WAY LINE, 1648.71 FEET; THENCE NORTH 14 DEGREES 43 MINUTES 18 SECONDS WEST, 773.74 FEET; THENCE NORTH 22 DEGREES 48 MINUTES 12 SECONDS EAST, 48.30 FEET; THENCE ALONG A NON-TANGENT CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 110 DEGREES 25 MINUTES 21 SECONDS, WITH A RADIUS OF 550.00 FEET AND A CHORD BEARING OF SOUTH 57 DEGREES 35 MINUTES 32 SECONDS WEST, AN ARC DISTANCE OF 1059.98 FEET; THENCE SOUTH 02 DEGREES 22 MINUTES 52 SECONDS WEST, 288.72 FEET TO THE NORTH RIGHT-OF-WAY LINE OF STATE ROUTE EE; THENCE NORTH 89 DEGREES 55 MINUTES 43 SECONDS WEST, ALONG SAID NORTH RIGHT-OF-WAY LINE, 50.04 FEET TO THE POINT OF BEGINNING.

ALSO: COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 18, TOWNSHIP 29 NORTH, RANGE 22 WEST; THENCE SOUTH 02 DEGREES 19 MINUTES 23 SECONDS WEST, ALONG THE WEST LINE OF SAID SECTION 18, A DISTANCE OF 115.31 FEET; THENCE SOUTH 89 DEGREES 55 MINUTES 43 SECONDS EAST, 20.02 FEET TO THE EAST RIGHT-OF-WAY LINE OF FARM ROAD 115, AT ITS INTERSECTION WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROUTE EE FOR A POINT OF BEGINNING; THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, SOUTH 89 DEGREES 55 MINUTES 43 SECONDS EAST, 11.97 FEET; THENCE NORTH 63 DEGREES 53 MINUTES 00 SECONDS EAST, 135.96 FEET; THENCE SOUTH 89 DEGREES 55 MINUTES 43 SECONDS EAST, 241.18 FEET; THENCE SOUTH 88 DEGREES 08 MINUTES 43 SECONDS, 2422.64 FEET TO THE EAST LINE OF LOT 1 OF THE NORTHWEST QUARTER OF SAID SECTION 18; THENCE SOUTH 02 DEGREES 13 MINUTES 54 SECONDS WEST, ALONG SAID EAST LINE, 1963.80 FEET TO THE NORTHWESTERLY RIGHT-OF-WAY LINE OF INTERSTATE HIGHWAY 44; THENCE SOUTH 41 DEGREES 57 MINUTES 36 SECONDS WEST, ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, 395.91 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF THE SAINT LOUIS & SAN FRANCISCO RAILROAD; THENCE NORTH 77 DEGREES 46 MINUTES 11 SECONDS WEST, ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, 2584.16 FEET TO SAID EAST RIGHT-OF-WAY LINE OF FARM ROAD 115; THENCE ALONG SAID EAST RIGHT-OF-WAY LINE, NORTH 02 DEGREES 19 MINUTES 23 SECONDS EAST, 1729.59 FEET TO THE POINT OF BEGINNING.

CONTAINING A TOTAL OF 411.524 ACRES.

AIRPORT-OWNED PARCEL DESCRIPTION

A PART OF SECTION 7, TOWNSHIP 29 NORTH, RANGE 22 WEST, AND A PART OF SECTION 12, TOWNSHIP 29 NORTH, RANGE 23 WEST, ALL IN GREENE COUNTY, MISSOURI, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 7; THENCE SOUTH 88 DEGREES 17 MINUTES 14 SECONDS EAST, 1335.76 FEET TO THE NORTHEAST CORNER OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER; THENCE SOUTH 02 DEGREES 25 MINUTES 50 SECONDS WEST, 1330.83 FEET TO THE SOUTHEAST CORNER OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER; THENCE NORTH 88 DEGREES 15 MINUTES 12 SECONDS WEST, ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER, A DISTANCE OF 420.91 FEET; THENCE SOUTH 02 DEGREES 26 MINUTES 02 SECONDS WEST, 967.41 FEET; THENCE SOUTH 88 DEGREES 14 MINUTES 10 SECONDS EAST, 260.98 FEET; THENCE SOUTH 02 DEGREES 26 MINUTES 02 SECONDS WEST, 420.00 FEET; THENCE SOUTH 88 DEGREES 14 MINUTES 10 SECONDS EAST, 160.14 FEET TO THE EAST LINE OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 7; THENCE SOUTH 02 DEGREES 17 MINUTES 25 SECONDS WEST, 502.00 FEET; THENCE SOUTH 88 DEGREES 13 MINUTES 21 SECONDS EAST, 218.81 FEET; THENCE SOUTH 02 DEGREES 16 MINUTES 31 SECONDS WEST, 615.40 FEET TO THE NORTH RIGHT-OF-WAY LINE OF STATE ROUTE EE; THENCE ALONG SAID NORTH RIGHT-OF-WAY LINE, NORTH 88 DEGREES 46 MINUTES 34 SECONDS WEST, 31.90 FEET; THENCE SOUTH 01 DEGREES 58 MINUTES 49 SECONDS WEST, 110.27 FEET; THENCE NORTH 88 DEGREES 10 MINUTES 31 SECONDS WEST, 510.95 FEET; THENCE SOUTH 86 DEGREES 07 MINUTES 29 SECONDS WEST, 98.85 FEET; THENCE NORTH 02 DEGREES 21 MINUTES 58 SECONDS EAST, 989.96 FEET; THENCE NORTH 88 DEGREES 07 MINUTES 36 SECONDS WEST, 1075.99 FEET; THENCE SOUTH 02 DEGREES 21 MINUTES 50 SECONDS WEST, 989.92 FEET TO THE NORTH RIGHT-OF-WAY LINE OF SAID STATE ROUTE EE; THENCE NORTH 88 DEGREES 08 MINUTES 43 SECONDS WEST, ALONG SAID NORTH RIGHT-OF-WAY LINE, 1648.71 FEET; THENCE NORTH 14 DEGREES 43 MINUTES 18 SECONDS EAST, 773.74 FEET; THENCE NORTH 22 DEGREES 48 MINUTES 12 SECONDS EAST, 48.30 FEET; THENCE ALONG A NON-TANGENT CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 110 DEGREES 25 MINUTES 21 SECONDS, WITH A RADIUS OF 550.00 FEET AND A CHORD BEARING OF SOUTH 57 DEGREES 35 MINUTES 32 SECONDS WEST, AN ARC DISTANCE OF 1059.98 FEET; THENCE SOUTH 02 DEGREES 22 MINUTES 52 SECONDS WEST, 288.72 FEET TO THE NORTH RIGHT-OF-WAY LINE OF STATE HIGHWAY "EE"; THENCE NORTH 89 DEGREES 55 MINUTES 43 SECONDS WEST, ALONG SAID NORTH RIGHT-OF-WAY LINE, 50.04 FEET TO THE EAST LINE OF SAID SECTION 12; THENCE CONTINUING ALONG SAID NORTH RIGHT-OF-WAY LINE, NORTH 89 DEGREES 55 MINUTES 43 SECONDS WEST, 50.04 FEET; THENCE NORTH 02 DEGREES 22 MINUTES 52 SECONDS EAST, 292.76 FEET; THENCE NORTHEASTERLY, ALONG A CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 107 DEGREES 21 MINUTES 11 SECONDS, WITH A RADIUS OF 650.00 FEET, AN ARC DISTANCE OF 1217.88 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, 500.95 FEET; THENCE NORTH 44 DEGREES 42 MINUTES 00 SECONDS EAST, 473.10 FEET; THENCE SOUTH 29 DEGREES 08 MINUTES 28 SECONDS EAST, 654.66 FEET; THENCE NORTH 52 DEGREES 19 MINUTES 41 SECONDS EAST, 1802.29 FEET TO THE WEST LINE OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 7; THENCE NORTH 02 DEGREES 20 MINUTES 36 SECONDS EAST, 297.32 FEET TO THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 7; THENCE NORTH 02 DEGREES 23 MINUTES 04 SECONDS EAST, ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER, A DISTANCE OF 1329.85 FEET TO THE POINT OF BEGINNING.

CONTAINING A TOTAL OF 168.850 ACRES.

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Aff. Agcy. Notice _____
Emergency Required _____
P. Hrngs. Required _____
Fiscal Note Required _____
Board Rec. Required _____
Sponsor _____
Date _____

EXPLANATION TO COUNCIL BILL NO. 2001-_____

ORIGINATING DEPARTMENT: Planning and Development

PURPOSE: To enter into an agreement with the Board of Public Utilities of Springfield, Missouri, Springfield Business and Industrial Development Corporation, and Springfield Area Chamber of Commerce for the development of a public/private industrial park known as Partnership Industrial Center-West.

BACKGROUND: The City of Springfield is a partner with the Springfield Area Chamber of Commerce, Springfield Business and Industrial Development Corporation (SBDC), and City Utilities in the highly successful Partnership Industrial Center (PIC). The PIC was developed in 1993 and is now 95% occupied. The City provided streets, sanitary sewer, and stormwater detention for the PIC.

This bill is consistent with the decision of the City Council to develop a second industrial park east of the airport. The City's participation in the second industrial park is also consistent with the Vision 20/20 Economic Development Element. The plan includes the goal "Strive to achieve an annual growth rate (of jobs) of 2% above the national average, or approximately 600 new jobs per year." This bill authorizes a partnership between the Chamber, City Utilities, SBDC and the City to carry out PIC-West.

REMARKS: The Development Agreement (Exhibit I) establishes the roles and responsibilities of each of the parties in the development of Partnership Industrial Center - West (PIC-West). This agreement is very similar to the agreement used in the development of the partnership's first industrial park, Partnership Industrial Center. The City and City Utilities will be responsible for infrastructure improvements. The Chamber of Commerce through its subsidiary the SBDC will be responsible for marketing the property. PIC West includes land purchased by the SBDC as well as land currently owned by the City for use by the Airport. Staff is working with the Federal Aviation Administration (FAA) for approval on the transfer of this land. Because the land was purchased with FAA funds, the City will have to reimburse the Airport Board for the fair market value of this land.

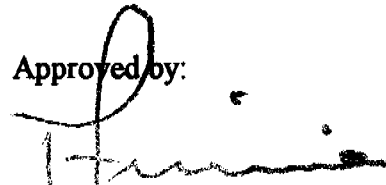
This Council Bill authorizes the City Manager to execute the attached Development Agreement. It also authorizes the financing of the Airport land purchase and infrastructure improvements through

the issuance of temporary bonds. This is the method used to finance City infrastructure improvements in Partnership Industrial Center. The bill also authorizes the sale of land and its rezoning to manufacturing use per the Development Agreement upon the approval of the Planning and Zoning Commission and the Federal Aviation Administration.

Submitted by:


Department of Planning & Development

Approved by:


City Manager

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