



Agenda City Council Meeting

City Council Chambers
Historic City Hall, 830 Boonville

Ken McClure, Mayor

Zone Councilmembers General Councilmembers

Phyllis Ferguson, Zone 1 Jan Fisk, General A

Abe McGull, Zone 2 Craig Hosmer, General B

Mike Schilling, Zone 3 Andrew Lear, General C

Matthew Simpson, Zone 4 Richard Ollis, General D

Upcoming Council Meeting Agenda

March 22, 2021 6:30 p.m.

This meeting will be conducted both at 830 N. Boonville Ave. and electronically. The public may observe, physically attend (the number of people gathered will be limited to fewer than 10 per space with physical distancing requirements applied) or viewed at <https://cityview.springfieldmo.gov/livestream/>.

Speakers must [sign up with the City Clerk](#) no later than 5:00 p.m. the Friday before the meeting to speak to an issue on the agenda. Citizens wishing to submit comments to City Council may do so using the [citizen comments form](#).

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 8, 2021 CITY COUNCIL MEETING, MARCH 9, 2021 AND MARCH 16, 2021 SPECIAL CITY COUNCIL MEETINGS.**

Documents:

03-08-21.PDF

03-09-21 SPECIAL CITY COUNCIL MEETING.PDF

03-16-21 SPECIAL CITY COUNCIL MEETING.PDF

3. **FINALIZATION AND APPROVAL OF CONSENT AGENDAS. CITIZENS WISHING TO SPEAK TO OR REMOVE ITEMS FROM THE CONSENT AGENDAS MUST NOTIFY THE CITY CLERK BY 5:00 P.M. ON FRIDAY, MARCH 19, 2021.**

4. **CEREMONIAL MATTERS. Citizens May Speak. May Be Voted On.**
5. **CITY MANAGER REPORT, PUBLIC HEALTH DIRECTOR REPORT, AND RESPONSES TO QUESTIONS RAISED AT THE PREVIOUS CITY COUNCIL MEETINGS.**
6. **SECOND READING AND FINAL PASSAGE. Citizens Have Spoken. May Be Voted On.**
7. **Council Bill 2021-053 (Schilling)**

A general ordinance amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning approximately 1.37 acres of property generally located at 1720 West Grand Street from R-LD, Low-Density Multi-Family Residential District with Conditional Overlay District No. 178, to GR, General Retail District; establishing Conditional Overlay District No. 195; and adopting an updated Official Zoning Map. (Staff and Planning and Zoning Commission both recommend approval.) (By: College of the Ozarks; 1720 West Grand Street; Z-1-2021 w/COD #195.)

Documents:

[2021-053.PDF](#)

8. **Council Bill 2021-054 (McGull)**

A special ordinance granting Conditional Use Permit No. 448 for the purpose of authorizing an adaptive reuse of a nonresidential structure as a multi-family residential use with a Conditional Use Permit in a R-TH, Residential Townhouse District generally located at 2420 East Blaine Street as a conditional use. (Staff and Planning and Zoning Commission recommend approval.) (By: The Lackey Building, LLC; 2420 East Blaine Street; Conditional Use Permit 448.)

Documents:

[2021-054.PDF](#)

9. **Council Bill 2021-055 (Schilling)**

A special ordinance approving the plans and specifications for the Southwest Treatment Plant Lab/Administration Building Improvements; accepting the base bid of Bales Construction Company, Inc., in the amount of \$575,800, plus a 10 percent contingency, for said project; authorizing the City Manager, or his designee, to enter into a contract with such bidder; and approving a budget adjustment to amend the Fiscal Year 2020-2021 Budget for the Department of Environmental Services in the amount of \$633,380 by appropriating reserves of the Clean Water Enterprise Fund.

Documents:

[2021-055.PDF](#)

10. Council Bill 2021-056 (Hosmer)

A special ordinance authorizing the City Manager, or his designee, to enter into a Wastewater Service Contract and Mutual Aid Agreement with the Ozarks Clean Water Company for the purpose of continuing to provide contract wastewater service to the English Village mobile home park and approved, adjacent areas in Christian County.

Documents:

[2021-056.PDF](#)

11. Council Bill 2021-057 (Ollis)

A general ordinance amending Chapter 120, 'Wastewater Regulations,' Article VI, 'Wastewater Charges and Rates,' Section 120-245, 'Rates of the Springfield City Code,' by establishing a new rate schedule that provides a volumetric or wholesale charge for applicable wastewater customers beginning July 1, 2021, which shall facilitate a new method of billing wastewater charges to Springfield's satellite communities and other potential wholesale customers.

Documents:

[2021-057.PDF](#)

12. Council Bill 2021-058 (Ferguson, Hosmer, McClure, And Simpson)

A special ordinance amending the budget of the Department of Building Development Services for Fiscal Year 2020-2021 in the amount of \$150,000 to appropriate a portion of the Fiscal Year 2018-2020 carryover funds to provide the equivalent of three full-time additional code compliance officers to enhance proactive City Code enforcement.

Documents:

[2021-058.PDF](#)

13. Council Bill 2021-059 (Lear)

A general ordinance authorizing a variance to the unauthorized use charge for receiving overrun gas after notice and without prior approval, each as described or defined in the Curtailable Gas Service Rate (Gas Rates Sheet No. 3 of General Ordinance 6319), to be imposed by City Utilities of Springfield, Missouri.

Documents:

[2021-059.PDF](#)

14. Council Bill 2021-060 (Ollis)

A general ordinance authorizing a variance to the Recovery Adjustment Factor for Under-recovery (Over-recovery) of Prior Purchased Gas Cost Dollars, each as defined in the Purchased Gas Clause (Gas Rates Sheet No. 4 of General Ordinance 6319), to be calculated by City Utilities of Springfield, Missouri.

Documents:

[2021-060.PDF](#)

15. RESOLUTIONS. Citizens May Speak. May Be Voted On.

16. Council Bill 2021-065 (Simpson)

A resolution authorizing the Mayor to execute a deed transferring title on all parcels of real property that are currently part of and will now be added to Sequiota Park from the City of Springfield to the City of Springfield, Missouri, by and through the Springfield-Greene County Park Board for expansion of Sequiota Park and transferring management and operation of these parcels to the Park Board.

Documents:

[2021-065.PDF](#)

17. Council Bill 2021-066 (Schilling)

A resolution adopting the Grant Avenue Parkway Corridor Plan as an element of the City's Comprehensive Plan. (Planning and Zoning Commission and staff recommend approval.)

Documents:

[2021-066.PDF](#)

18. Council Bill 2021-067 (McClure, Hosmer, And Simpson)

A resolution affirming City Council's intent to use the three key indicators set forth in the "Next Steps on the Road to Recovery" memo from the Springfield-Greene County Health Department to determine when to step down or out of the City's COVID-19 public health and safety regulations.

Documents:

[2021-067.PDF](#)

19. EMERGENCY BILLS.

20. PUBLIC IMPROVEMENTS.

21. GRANTS.

22. Council Bill 2021-068 (Fisk)

A special ordinance authorizing the City Manager, or his designee, to apply for and accept two grants from the United States Department of Transportation, Federal Aviation Administration, as part of the Coronavirus Response and Relief Supplemental Appropriations Act, to the City, by and through the Springfield-Branson National Airport Board in an amount of \$3,861,521, for the purpose of providing funds for the Springfield-Branson National Airport Board to prevent, prepare for, and respond to the impacts of the COVID-19 public health emergency; amending the budget of the Airport Board for Fiscal Year 2020-2021 in the amount of \$3,861,521; and declaring that this bill qualifies for approval in one reading.

Documents:

[2021-068.PDF](#)

23. AMENDED BILLS.

24. COUNCIL BILLS FOR PUBLIC HEARING. Citizens May Speak. May Be Voted On.

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

26. Council Bill 2021-069 (Ferguson)

A special ordinance authorizing the City Manager, or his designee, to enter into a contract for the purchase of land located at 404 North Jefferson Avenue, for the purpose of continuing the Jordan Valley Concept Plan for daylighting Jordan Creek; to execute all necessary documents in support thereof; and amending the budget for the Department of Public Works for Fiscal Year 2020-2021 in the amount of \$1,465,000. (Planning and Zoning Commission approved this Request to Acquire, and staff recommends approval).

Documents:

[2021-069.PDF](#)

27. Council Bill 2021-070 (Ollis)

A special ordinance approving the proposed 2021 Supplemental Overflow Control Plan to comply with the Amended Consent Judgment; authorizing the City Manager to submit the proposed Supplemental Overflow Control Plan to the Missouri Department of Natural Resources for approval; and authorizing the City Manager to work with the Missouri Department of Natural Resources and the Missouri Attorney General's office to jointly file a motion with the Greene County Circuit Court to obtain court approval of the 2nd Amended Consent Judgment and 2021 Supplemental Overflow Control Plan.

Documents:

28. **Council Bill 2021-071 (McGull)**

A special ordinance authorizing the City Manager, or his designee, to apply to the United States Department of Housing and Urban Development for Federal Fiscal Year 2021 Community Development Block Grant and HOME Investment Partnership Program funds under the Consolidated Plan, to accept Community Development Block Grant and HOME Investment Partnership Program funds, to enter into any necessary agreements to carry out the grants, and to exercise any and all powers necessary to implement selected projects; selecting projects for funding for the City of Springfield Fiscal Year 2021-2022; reaffirming the Community Development Objectives and Priorities; and declaring that this Ordinance qualifies as a one-reading bill pursuant to City Charter Section 2.16(25). (City Council is not expected to vote on this Ordinance after the first reading on March 22, 2021.)

Documents:

[2021-071.PDF](#)

29. **PETITIONS, REMONSTRANCES AND COMMUNICATIONS.**

Elena Kunevich wishes to address City Council.

Lisa Meeks wishes to address City Council.

Heather Dietz wishes to address City Council.

Gerald Keim wishes to address City Council.

30. **NEW BUSINESS.**

The Public Involvement Committee recommends the following reappointments to the Board of Equalization: Shana Mitchell and Courtney Pinkham-Martin with terms to expire April 1, 2026.

The Committee of the Whole recommends the following appointment to the Board of Public Utilities: Heather Ramsey with a term to expire December 1, 2023.

31. **UNFINISHED BUSINESS.**

32. **MISCELLANEOUS.**

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

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

35. **Council Bill 2021-072 (Lear)**

A resolution confirming the appointment of Thomas Spitzley to the College Station Community Improvement District Board of Directors. /Staff

Station Community Improvement District Board of Directors. (Staff recommends approval.)

Documents:

[2021-072.PDF](#)

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

The Public Involvement Committee recommends the following reappointment to the Personnel Board: Erica Cook with term to expire March 1, 2024.

The Public Involvement Committee recommends the following appointment to the Planning and Zoning Commission: Chris Lebeck with term to expire January 1, 2025.

The City Manager recommends the following reappointment to the Building Trades Examination & Certification Board: Greg Lewis with term to expire December 1, 2022.

37. END OF CONSENT AGENDA.

38. ADJOURN.

Persons addressing City Council will be escorted to a monitored computer and address City Council via Zoom. Please 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 three days prior to the scheduled meeting.

March 8, 2021
Springfield, Missouri

The City Council met in regular session March 8, 2021 in the Council Chambers at Historic City Hall. The meeting was called to order by Mayor Ken McClure. A moment of silence was observed.

Roll Call

Present. Richard Ollis, Andrew Lear, Abe McGull, Matthew Simpson, Mike Schilling, Phyllis Ferguson, Jan Fisk, Craig Hosmer, and Ken McClure. Absent. None.

Minutes

The minutes of February 22, 2021 City Council meeting were approved as presented.

Consent Agenda

The Consent Agenda was approved as presented.

CEREMONIAL MATTERS

**Recognizing
Christopher Ryan Walsh**

Sponsor: City Council. Council Bill 2021-049.

A resolution recognizing the anniversary of the heroic actions of Springfield Police Officer Christopher Ryan Walsh, who died in the line of duty on March 16, 2020.

Councilman Hosmer provided an overview of the proposed. He expressed his appreciation for the heroic and selfless actions taken by Officer Walsh on March 15, 2020 at the Kum and Go on Chestnut Expressway. Councilman Hosmer further expressed his deepest sympathies to the family and friends of Officer Walsh for their loss.

Jason Gage, City Manager, expressed his appreciation and deepest sympathies to the family and friends of Officer Walsh for their loss. He further expressed his belief there is no greater sacrifice than someone risking their own life for others in the line of duty.

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

Mayor McClure expressed his appreciation for Officer Walsh's sacrifice and dedicated service to this community. He further expressed his deepest sympathies to the family and friends of Officer Walsh for their loss.

Sheri Walsh, Wife of Officer Walsh, expressed her appreciation to the City Council, City staff, and the community for the proposed. She expressed she is overwhelmed and humbled by the proposed. She thanked the Police Department, City Council, City staff, and the community for their support regarding her loss.

Council Bill 2021-049. Resolution 10557 was approved by the following vote: Ayes: Ollis, Lear, McGull, Simpson, Schilling, Ferguson, Fisk, Hosmer, and McClure. Nays: None. Absent: None. Abstain: None.

City Manager Report

Jason Gage, City Manager, noted the City's "SGF Yields" Pedestrian Safety Program is stepping up driver crosswalk compliance efforts within the community. Mr. Gage further noted through a grant provided from the Missouri Department of Transportation, the Police Department in partnership with "SGF Yields" will be conducting weekly driver yield checks at well-marked crosswalk locations within the community. He added a failure to yield to a pedestrian in a crosswalk may result in motorists getting pulled over by police and a possible citation. Mr. Gage noted the goal of this enforcement is to further increase the local yield rate at crosswalk areas and make the community more pedestrian friendly. He further noted the City would be notifying and updating the public about the upcoming yield check locations in advance with news releases and through social media.

Mr. Gage noted Paul Williams, Police Chief, has provided a monthly Police Department sworn strength report update for City Council's review, which is located at your places. He further noted the Police Department recently raised more than \$6,000 for the Special Olympics Missouri this past Saturday at the annual Polar Plunge event. Mr. Gage expressed his appreciation to everyone who donated to support the Police Department's team.

Mr. Gage gave an update regarding the Grant Avenue Parkway project. He noted the Corridor Plan, which will guide future development along the grant-funded Grant Avenue Parkway, will be coming before the Planning and Zoning Commission for review on Thursday, March 11, 2021. Mr. Gage further noted months of data collection, public engagement sessions, and stakeholder meetings were conducted. He added a baseline concept design regarding the roadway improvement project has also been developed for the corridor, which would improve Grant Avenue between Sunshine and downtown. Mr. Gage expressed his appreciation to everyone who has contributed, provided input, and assisted with the Grant Avenue Parkway project.

Mr. Gage noted construction will begin regarding the Fassnacht Stormwater Improvement Project at the Springfield Art Museum on March 15, 2021. He further noted as part of the Springfield Art Museum Master Plan, this project will involve the restoration of Fassnacht Creek along Brookside Drive between Greene Avenue and Kings Avenue. Mr. Gage added the project goal is to restore Fassnacht Creek to a naturalized channel, which should help reduce the risk of flooding to the Art Museum and surrounding residential properties and for the benefit of flood mitigation and water quality.

Mr. Gage noted Springfield is a beautiful city, but it has become noticeable it needs some love and care. He further noted he has been conducting conversations with City staff from the Public Information and Civic Engagement Office, Public Works, and Environmental Services to help provide ideas about possible city-wide cleanup efforts this upcoming spring. Mr. Gage noted City staff will provide additional information as possible plans progress, which should also include some beautification efforts and ideas. He further noted City staff is currently recruiting organizations to fill out an online interest form to see what types of support and volunteering efforts the City may obtain for this unique beautification project.

Mr. Gage noted March 8, 2021 is International Women's Day, which is a global day celebrating the social, economic, cultural, and political achievements of women. He further noted this date also marks a call to action for accelerating women's equality. Mr. Gage expressed his appreciation to the women, including Mayor Pro Tem Ferguson and Councilwoman Fisk, who help make the City operate and function every day.

Mayor McClure noted this week is also Women in Construction Week, which he presented a proclamation for today. He expressed his appreciation to those women who work and serve within the construction industry.

Councilman McGull asked for clarification whether the Cherry Street and Pickwick Avenue traffic project has been resubmitted for bidding. Mr. Gage noted City staff would provide information regarding status of the Cherry Street and Pickwick Avenue traffic project to the City Council for their review.

Councilman Schilling noted he recently received a complaint from a constituent about the issue of potholes within the community. Mr. Gage noted with the warmer weather approaching, City staff would be actively repairing the potholes on the roadway areas the City is responsible for within the City, while the Missouri Department of Transportation would be repairing the potholes on their roadway areas in the future.

Public Health Director Report

Katie Towns, Acting Springfield-Greene County Health Director, gave a COVID-19 updated. Ms. Towns noted various entities are working diligently to help vaccinate individuals based upon the State's Vaccination Plan as COVID-19 vaccination supplies become available. She further noted approximately 46,000 of Greene County residents have received their first vaccine dosage, while approximately 21,000 residents or 8.71% have been fully vaccinated with two dosages. Ms. Towns noted the Center for Disease Control has recently issued new guidelines for individuals who have been fully vaccinated can safely gather in small groups with other friends and family who are also fully vaccinated without having to wear a mask and practice social distancing. She noted individuals are considered fully vaccinated after two weeks of receiving their second vaccination dosage. Ms. Towns further noted the Center for Disease Control is still not recommending individuals travel until further notice. She added if traveling is needed, it is recommended that individuals receive COVID-19 testing before and after their travel to help prevent the possible spread of COVID-19. Ms. Towns noted the Health Department will supply free test kits, and individuals may contact the Health Department at 417-874-1211 for information.

Ms. Towns noted the COVID-19 disease trends continue downward. She further noted the positive case counts have decreased within the last week approximately 26% from the week prior. Ms. Towns added approximately one month ago, the rolling average was approximately 84 positive daily cases. She further added as of yesterday, the rolling average has dropped to approximately 30 positive daily cases. Ms. Towns noted the Health Department is encouraged as more individuals are vaccinated, case counts will hopefully continue to decrease.

Ms. Towns noted COVID-19 hospitalizations also continue to decrease. She further noted approximately 42 patients are currently hospitalized in local hospitals with COVID-19. Ms. Towns noted out of these approximately 42 patients, approximately 21 are Greene County residents, 17 are in Intensive Care Units, and 10 are on ventilators.

Ms. Towns thanked the community for doing their part to help prevent the spread of COVID19. She encouraged everyone to remain vigilant by practicing social distancing at least 6 feet apart, handwashing and sanitizing, and wearing a mask while in public until additional vaccines become available for further immunizing individuals. Ms. Towns noted the Health Department launched efforts to encourage the community through the Finish Strong pledge to have at least a 70% commit to staying vigilant and pledging to get the COVID-19 vaccine when it becomes available. She further noted individuals can sign-up to take the pledge at www.health.springfieldmo.gov/FinishStrong. Ms. Towns also encouraged individuals to utilize the Health Department's website to obtain additional COVID-19 vaccine information at www.health.springfieldmo.gov/COVIDVaccine

Councilman Ollis expressed his appreciation to Ms. Towns and the Health Department for their updates. He encouraged everyone to utilize the tools and information available on the Health Department's website.

Councilman Lear asked for clarification whether individuals who were treated for COVID-19 still need to be vaccinated. Ms. Towns noted it is being recommended by health and medical professionals that individuals who have been treated for COVID-19 be immunized.

Mayor Pro Tem Ferguson asked for clarification whether individuals who are eligible to receive the vaccines should contact other local surrounding jurisdictions to see if there are vaccinations available for immunizing if they are unable to get a local appointment. Ms. Towns expressed her opinion if individuals are unable to receive a local appointment for immunizations to please contact other local jurisdictions to see if they have vaccines available for immunization. She noted the Health Department only knows what vaccines are available within Greene County, so individuals would have to contact outlying jurisdictions outside Greene County for their information.

Mayor Pro Tem Ferguson asked if Health Department staff would put information available about other possible COVID-19 vaccination clinics in outlying jurisdictions, such as Barry County, on their website for information. Ms. Towns noted City staff would review this possibility, but available vaccine dosage numbers are consistently changing. She further noted the State has a process, which she is not familiar with, about the issues of reallocating and redistributing the vaccine dosages.

Mayor McClure asked for clarification regarding the tracking system of Greene County residents possibly receiving vaccinations from other area jurisdictions. Ms. Towns noted the State's tracking system is based upon where the individual resides,

so counties, such as Greene County, can keep track of how many residents have been immunized.

Councilwoman Fisk asked for clarification regarding the recent Johnson and Johnson COVID-19 vaccine and is it available locally. Ms. Towns noted the recent vaccine from Johnson and Johnson has been released, and there have been a limited number available locally with the Jordan Valley Health Center for immunizing. She further noted hopefully more vaccines will be readily available for distribution in April 2021.

Mayor McClure thanked Mr. Gage and Ms. Towns for tonight's updates.

The following bills appeared on the agenda under Second Reading.

**Contract with
ShotSpotter Inc.**

Sponsor: Hosmer. Council Bill 2021-044.

A special ordinance authorizing the City Manager, or his designee, to enter into a contract with ShotSpotter Inc., for the implementation of the ShotSpotter Respond gunfire detection system.

Councilman Hosmer moved to table Council Bill 2021-044 to the April 5, 2021 City Council Meeting. Councilman Simpson seconded the motion.

Councilman Simpson expressed his support for tabling Council Bill 2021-044. He further expressed he would like to review other possible public safety.

Council Bill 2021-044 was tabled to the April 5, 2021 City Council Meeting by the following vote: Ayes: Ollis, Lear, McGull, Simpson, Schilling, Ferguson, Fisk, Hosmer, and McClure. Nays: None. Absent: None. Abstain: None.

**Infrastructure
Reimbursement
Agreement with SGF
Sports, LLC**

Sponsor: Ollis and Ferguson. Council Bill 2021-048.

A special ordinance authorizing the City Manager, on behalf of the City of Springfield, to enter into an Infrastructure Reimbursement Agreement with SGF Sports, LLC, for certain public improvements and incentives to facilitate the development of a Private Athletic Complex in an amount not to exceed a total of \$2,100,000; and adjusting the budget of the Public Works Department for Fiscal Year 2020-2021 in the amount of \$2,100,000.

Councilman Ollis expressed his support for the proposed. He further expressed his belief the proposed will help support sports tourism in the local area and will provide a gateway area from the Springfield-Branson National Airport to the community. He expressed his opinion the proposed is a good investment for the City and community.

Councilman Schilling asked for clarification regarding the agreement regarding the payments made to the developer for the proposed. Jason Gage, City Manager, noted upon completion of the Private Athletic Facility, the City will reimburse the developer for up to \$2,000,000.00 in public improvements and up to \$100,000 in

interest costs relating to financing for those public improvements. Councilman Schilling asked for clarification regarding the Community Improvement District (CID) that would be established. Mr. Gage noted the developer agrees to cooperate with the City in establishing a Community Improvement District over the entire development, including the future retail-commercial-hotel development, to impose a 1-cent sales tax to reimburse the City for its expenses under this development agreement. He further noted if the developer has not completed the development obligations by March 31, 2024, the agreement will terminate, and the City will no longer be obligated to reimburse the developer for any public improvements. Councilman Schilling asked for clarification whether other established CIDs have been generating income back to the City. Sarah Kerner, Economic Development Director, noted if the commercial development flourishes for the proposed, the possible income generated would be comparable to the Glenstone CID, which generated approximately \$100,000.00 or more last year.

Mayor Pro Tem Ferguson expressed her support for the proposed. She further expressed her excitement for the proposed being developed within Zone 1.

Councilman Hosmer expressed his support for the proposed. He further expressed his belief the proposed does not satisfy the needs for the community regarding sports tourism. Councilman Hosmer added there is a great need to further expand and update the various parks and activity facilities within the community, such as Lake Country Soccer, as soon as possible.

Councilman Simpson expressed his support for the proposed. He further expressed his belief the proposed helps facilitate the City Council's priorities, such as the quality of place initiative.

Councilman Lear expressed his support for the proposed. He further expressed the proposed will help provide various opportunities and future development within the community. Councilman Lear noted the property for the proposed was recently annexed into Zone 1.

Mayor McClure expressed his support for the proposed. He further expressed his belief the proposed and Lake Country Soccer are great assets for the community regarding sports tourism.

Council Bill 2021-048. Special Ordinance 27472 was approved by the following vote: Ayes: Ollis, Lear, McGull, Simpson, Schilling, Ferguson, Fisk, Hosmer, and McClure. Nays: None. Absent: None. Abstain: None.

International Residential Building Code

Sponsor: Ollis. Council Bill 2021-045.

A general ordinance declaring the intent of City Council to adopt either the 2018 or 2021 International Residential Building Code to become effective January 1, 2023, and establishing deadlines for City staff to meet with stakeholders and present a report to City Council regarding stakeholder input and staff recommendations; and repealing Section 3 of General Ordinance 6564.

Councilman Hosmer asked for clarification regarding other jurisdictions that have adopted the 2018 International Energy Conservation Code. Dwayne Shmel, Building Development Services Director, noted information has been recently provided to the City Council about six jurisdictions, such as Kansas City and Columbia, Missouri, which have adopted the 2018 International Energy Conservation Code. Councilman Hosmer expressed his belief if other jurisdictions have adopted the 2018 International Energy Conservation Code, the City should also move forward with adoption. He further expressed his belief the City is the largest jurisdiction within the State that has not adopted the 2018 International Energy Conservation Code.

Councilman Ollis expressed his belief the issue of development is competitive on a local and regional level more than a state level. He asked for clarification regarding the current energy code the City of Republic, Missouri utilizes, since development is flourishing in their community. Mr. Shmel noted he does not know what energy code the City of Republic is currently utilizing for construction.

Councilman Lear expressed his opposition for the proposed. He further expressed his belief in 2019 the City received substantial input from stakeholders regarding the City's building codes. He added he does not believe additional stakeholder input is needed.

Mayor Pro Tem Ferguson asked for clarification whether the City of Joplin, Missouri has adopted the 2018 International Energy Conservation Code. Mr. Shmel noted he does not know if the City of Joplin has adopted the 2018 International Energy Conservation Code. Mayor Pro Tem Ferguson expressed her concerns about the need to keep housing costs affordable within the community for both home purchase and renting. She asked for clarification whether City staff has conducted a cost analysis pertaining to the costs associated for developers to purchase properties and "flip" them as investment opportunities by utilizing the City's building code regulations. Mr. Shmel noted he is not aware of cost analysis information but would review past information gathered by City staff in 2019.

Councilman Schilling expressed his opposition for the proposed.

Councilman Hosmer expressed his opposition for the proposed. He expressed his opinion the proposed is bad public policy.

Councilman Ollis expressed his support for the proposed. He expressed his belief there have been many changes and challenges that have occurred since 2019, such as the COVID-19 pandemic, and the proposed is needed. Councilman Ollis further expressed his belief there is a housing shortage within the United States, the costs of materials for construction have significantly increased, and the City should be supportive of developers constructing local housing projects within the community.

Councilman McGull expressed his support for the proposed. He expressed his belief the City of Republic, Missouri may have recently adopted the 2018 International Energy Conservation Code. Councilman McGull further expressed his

opinion the City should consider adopting the 2021 International Residential Building Code.

Council Bill 2021-045. General Ordinance 6641 was approved by the following vote: Ayes: Ollis, McGull, Simpson, Ferguson, Fisk, and McClure. Nays: Lear, Schilling, and Hosmer. Absent: None. Abstain: None.

The following bill appeared on the agenda under Resolutions.

**Minor Neighborhood
Improvement Program**

Sponsor: Ferguson. Council Bill 2021-050.

A resolution approving the use of funds from the Minor Neighborhood Improvement Program in the amount of \$13,300 for lighting improvements along the walking track on the School-Park side of Lafayette Park (Zone 1).

Bob Belote, Springfield-Greene County Parks Director, provided an overview of the proposed. Mr. Belote noted several of the residents near the Lafayette Park area have expressed safety and security concerns due to illicit activities, such as drug use, that have been occurring near the park. He further noted the proposed will include eight, 18 foot poles along the walking track, which will match the existing light fixtures already in place at the historic Lafayette Park. Mr. Belote thanked City Utilities for their support and dedicated service in providing utilities in the community. He added the proposed supports the following priorities of the City Council: public safety, economic vitality, and quality of place.

Councilman Simpson expressed his support for the proposed. He further expressed his opinion the City should review other park areas for the possibly adding additional lighting improvements, such as Meador Park.

Mayor Pro Tem Ferguson expressed her support for the proposed. She further expressed her appreciation to the Parks Department and City Utilities for their dedicated service to the community. Mayor Pro Tem Ferguson added there have been numerous resident concerns expressed regarding illicit activities occurring near the Lafayette Park area, so the added lighting will help provide public safety and security for this area.

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

Council Bill 2021-050. Resolution 10558 was approved by the following vote: Ayes: Ollis, Lear, McGull, Simpson, Schilling, Ferguson, Fisk, Hosmer, and McClure. Nays: None. Absent: None. Abstain: None.

**Short-Term Rental
Type 2 Permit– 726
North Prospect Avenue**

Sponsor: McGull. Council Bill 2021-051.

A resolution granting a Short-Term Rental Type 2 Permit for the property located at 726 North Prospect Avenue, for the purpose of allowing the establishment of a Short-Term Rental Type 2 pursuant to Section 36-473 of the Land Development Code.

Mary Lilly Smith, Planning and Development Director, provided an overview of the proposed. Ms. Smith outlined the short-term rental type 2 requirements and noted there are very few existing or pending short-term rental type 2 within the area in question. She noted short-term rental requests are for rental periods of less than 30 consecutive days. Ms. Smith further noted the applicant received signatures from two adjacent properties, but neither signee was a property owner. She added the applicant has not obtained any signatures of the four adjacent property owners, which results in a zero percent consent. Ms. Smith noted the neighborhood meeting requirement is currently waived due to the Mayor's Proclamation of Civil Emergency regarding COVID-19, but neighbors were still encouraged to submit comments. She further noted 67 notices were mailed to the property owners within 500 feet of the proposed and they were notified by regular mail of tonight's meeting. Ms. Smith added if the proposed, which is zoned Residential-Single Family, is approved, all other requirements of the Short-Term Rental regulations of Section 36-473 of the City's Zoning Ordinance must be met.

Councilman Hosmer asked for clarification whether the applicant for the proposed has received any signatures from the adjacent property owners. Ms. Smith reiterated the applicant has not obtained any valid signatures of the four adjacent property owners, which results in a zero percent consent. She noted the applicant received signatures from two adjacent properties, but neither signee was a property owner.

An opportunity was given for citizens to express their views.

Carla Drysdale spoke in support of the proposed. Ms. Drysdale noted she is one of the owners of the property in question. She further noted they have been unable to complete the steps outlined by the City regarding short-term rentals type 2 requests and are requesting an appeal.

Councilman Schilling asked for clarification whether the proposed has been operating as a short-term rental type 2. Ms. Drysdale answered affirmatively and noted they have been operating as a short-term rental since approximately 2019. Councilman Schilling asked for clarification whether there had been any objections from residents about the short-term rental. Ms. Drysdale noted there have been no objections or complaints from residents regarding their short-term rental. She further noted one of the nearby properties has been recently demolished due to being vacant, which apparently is in a trust, and they were unable to locate this property owner.

There being no additional speakers, the public hearing was declared closed.

Councilman Hosmer expressed his opposition for the proposed. He expressed his belief the applicants should retry to obtain signatures of adjacent property owners.

Council Bill 2021-051. Resolution 10559 was approved by the following vote: Ayes: Lear, Simpson, Ferguson, Fisk, and McClure. Nays: Ollis, McGull, Schilling, and Hosmer. Absent: None. Abstain: None.

Mayor's Initiative on Equity and Equality

Sponsor: City Council. Council Bill 2021-052.

A resolution creating the Mayor's Initiative on Equity and Equality; setting the charge for said Initiative; and establishing its membership.

Cora Scott, Public Information and Civic Engagement Director, provided an overview of the proposed. Ms. Scott noted the actions on May 25, 2020 by police officers in Minneapolis, Minnesota, that caused the death of George Floyd were intolerable. She further noted those actions caused City leaders to reflect upon the dignity of all individuals, the value of life, and the responsibility as a local government. She noted with the passage of Resolution 10510, which was approved by City Council on June 1, 2020, the Police Department published a website called "Where We Stand", which details the policies, procedures, and practices of the Police Department. Ms. Scott further noted the proposed will focus on addressing the issues of racism and to promote diversity and equity in the community, as well as to reflect and to commit to a positive change by committing words and actions for equity and equality within the community. She added the proposed creates and establishes the charge for an 18-member group to meet for approximately one year and the group will help develop guiding principles to improve equitable access to opportunities, recognize the inherent dignity, value and worth of every individual. Ms. Scott noted the following five pillars of change for consideration regarding the groups charge: dialogue and understanding; cultural consciousness; advocacy and partnerships; structural and systemic barriers, and personal and organizational accountability.

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

Mayor McClure expressed his support for the proposed. He further expressed his opinion that attitudes and cultures need to be addressed within the community. Mayor McClure noted there is a deadline no later than March 31, 2020 for the proposed group to present a written report of the guiding principles it develops back to the City Council for review and consideration. He thanked everyone who has agreed to serve as a member on the proposed.

Council Bill 2021-052. Resolution 10560 was approved by the following vote: Ayes: Ollis, Lear, McGull, Simpson, Schilling, Ferguson, Fisk, Hosmer, and McClure. Nays: None. Absent: None. Abstain: None.

EMERGENCY BILLS

PUBLIC IMPROVEMENTS

GRANTS

AMENDED BILLS

The following bills appeared on the agenda under Council Bills for Public Hearing.

**Rezoning at 1720 West
Grant Street**

Sponsor: Schilling. Council Bill 2021-053.

A general ordinance amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning approximately 1.37 acres of property generally located at 1720 West Grand Street from R-LD, Low-Density Multi-Family Residential District with Conditional Overlay District No. 178, to GR, General Retail District; establishing Conditional Overlay District No. 195; and adopting an updated Official Zoning Map. (Staff and Planning and Zoning Commission both recommend approval.) (By: College of the Ozarks; 1720 West Grand Street; Z-1-2021 w/COD #195.)

Mary Lilly Smith, Planning and Development Director, provided an overview of the proposed. Ms. Smith noted the property in question is near the former Price Cutter facility, which is located at the intersection of Kansas Expressway and West Grand Street. She further noted City Council approved a preliminary plat at their previous meeting held on February 22, 2021, which combined this tract with a larger General Retail zoned tract. Ms. Smith added a traffic study will be required at the time of development.

Councilman Hosmer asked for clarification regarding the long-term use of the proposed. Ms. Smith noted the Jordan Valley Health Center has purchased the former Price Cutter facility and will be utilizing it for their operations. She further noted the Jordan Valley Health Center has been currently utilizing the former Price Cutter facility as a vaccination clinic.

Councilman Schilling asked for clarification regarding the current zoning of the proposed. Ms. Smith noted the current zoning is Residential-Low Density Multi-Family Residential District with Conditional Overlay District 4 No. 178. She further noted the proposed rezoning is for a General Retail District and establishing Conditional Overlay District No. 195 for the Jordan Valley Health Center.

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

**Conditional Use Permit
No. 448 – 2420 East
Blaine Street**

Sponsor: McGull. Council Bill 2021-054.

A special ordinance granting Conditional Use Permit No. 448 for the purpose of authorizing an adaptive reuse of a nonresidential structure as a multi-family residential use with a Conditional Use Permit in a R-TH, Residential Townhouse District generally located at 2420 East Blaine Street as a conditional use. (Staff and Planning and Zoning Commission recommend approval.) (By: The Lackey Building, LLC; 2420 East Blaine Street; Conditional Use Permit 448.)

Mary Lilly Smith, Planning and Development Director, provided an overview of the proposed. Ms. Smith noted the applicant is requesting approval of a Conditional Use Permit to convert an existing warehousing structure to multi-family units on the property in question within a Residential Townhouse District. She further noted the City's Zoning Ordinance requires a use permit in a Residential Townhouse District

for an adaptive reuse of a nonresidential structure in a residential district. Ms. Smith added the nonresidential structure is a legal non-conforming use and satisfies all the standards for a Conditional Use Permit. She noted if approved, the proposed would provide for redevelopment, which is already served with public infrastructure and services, and is not expected to adversely impact the surrounding properties.

Councilman asked for clarification regarding the density of the proposed when redeveloped, as well as what the nearby zoning is to the proposed. Ms. Smith noted the current nearby zoning near the proposed is Residential Townhouse District and Residential Single-Family. She further noted the density of 11 duplex units per acre would apply.

Councilman Hosmer asked for clarification whether the current warehouse structures would be converted to apartment or duplex unit dwellings. Ms. Smith answered affirmatively.

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

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

**Southwest Treatment
Plant
Lab/Administration
Building Improvements**

Sponsor: Schilling. Council Bill 2021-055.

A special ordinance approving the plans and specifications for the Southwest Treatment Plant Lab/Administration Building Improvements; accepting the base bid of Bales Construction Company, Inc., in the amount of \$575,800, plus a 10 percent contingency, for said project; authorizing the City Manager, or his designee, to enter into a contract with such bidder; and approving a budget adjustment to amend the Fiscal Year 2020-2021 Budget for the Department of Environmental Services in the amount of \$633,380 by appropriating reserves of the Clean Water Enterprise Fund.

Brian Wirth, Superintendent of Clean Water Services, provided an overview of the proposed. Mr. Wirth noted the proposed will help provide upgrades and improvements at the Southwest Treatment Plant Lab/Administration Building. He further noted there have been no upgrades in over 25 years and the Southwest Treatment Plant Lab/Administration Building needs significant repairs and updates. Mr. Wirth added Special Ordinance 27383, which was approved by City Council on September 8, 2020, authorized replacing the building fume hoods and the heating, ventilation, and air conditioning system, which is currently under construction. He noted the proposed is for the second phase of this project that will include exterior improvements for building efficiency to help reduce numerous leaks through replacement of the roof, doors, and windows. Mr. Wirth further noted interior improvements will include replacing the flooring that contains asbestos and minor interior renovations that include remodeling the entryway and kitchen area. He added Bales Construction, Inc. received the highest evaluation score of responsive bidders for the proposed out of approximately five bidders.

Mr. Wirth noted a budget adjustment of \$633,380.00 is being requested to cover the construction costs plus 10% contingency.

Mayor McClure asked for clarification whether the funds for the budget adjustment regarding the proposed would come from the reserves of the sanitary sewer system. Mr. Wirth answered affirmatively. Mayor McClure expressed he is encouraged by the numerous bidder response for the proposed, especially since the bids were well below the architect's estimate.

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

**Agreement with Ozarks
Clean Water Company –
English Village**

Sponsor: Hosmer. Council Bill 2021-056.

A special ordinance authorizing the City Manager, or his designee, to enter into a Wastewater Service Contract and Mutual Aid Agreement with the Ozarks Clean Water Company for the purpose of continuing to provide contract wastewater service to the English Village mobile home park and approved, adjacent areas in Christian County.

Errin Kemper, Environmental Services Director, provided an overview of the proposed. Mr. Kemper noted the English Village mobile home park is located within Christian County between the City and Nixa, Missouri. He further noted in approximately 2003 per Special Ordinance 24838, the City entered into a settlement agreement with the Missouri Department of Natural Resources whereby the City was required to enter into a wastewater services contract to provide wastewater treatment for the English Village mobile home park and surrounding area. Mr. Kemper noted under the current contract, the Ozarks Clean Water Company, on behalf of the English Village, makes a monthly payment to the City based on the number of wastewater connections and the total wastewater volume billed to its customers during that month. He further noted the contract allows English Village to deduct a percentage of this remittance to defer system operation and maintenance costs. Mr. Kemper added the City's permit with the Missouri Department of Natural Resources includes several operational requirements, including the need to adopt and maintain sewer use ordinances that prohibit certain substances from entering the sewer system. He noted since English Village's sewer collection system flows into and forms an extension of City's permitted system, English Village is also required to adopt and maintain similar regulations. Mr. Kemper further noted after a review of the current agreement, it has become evident that the current contract has proven unnecessarily cumbersome for both English Village and the City. He added the parties have been working to possibly restructure the current contract to provide a more streamlined approach and improve contract conformity. Mr. Kemper noted the parties have agreed to enter into a mutual aid and assistance agreement, which provides terms of mutual assistance in times of emergency including provisions for reimbursement for equipment, supplies and personnel made available on an emergency basis, and for Fats, Oils, and Grease permitting and inspection services requested by Ozarks Clean Water Company.

Councilman Schilling asked for clarification regarding the volume of wastewater the English Village mobile home park and surrounding area produces. Mr. Kemper noted approximately 34,000 gallons of wastewater per month compared to the City's approximate 34 million gallons of wastewater per day at the Southwest Treatment Plant.

Councilman Hosmer asked for clarification regarding the tool utilized for measuring the wastewater amounts. Mr. Kemper noted a flow meter is utilized to measure the wastewater amounts for billing, which is basically revenue neutral for the City regarding processing the wastewater volume for the English Village mobile home park and surrounding area.

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

Wastewater Charges and Rates

Sponsor: Ollis. Council Bill 2021-057.

A general ordinance amending Chapter 120, 'Wastewater Regulations,' Article VI, 'Wastewater Charges and Rates,' Section 120-245, 'Rates of the Springfield City Code,' by establishing a new rate schedule that provides a volumetric or wholesale charge for applicable wastewater customers beginning July 1, 2021, which shall facilitate a new method of billing wastewater charges to Springfield's satellite communities and other potential wholesale customers.

Errin Kemper, Environmental Services Director, provided an overview of the proposed. Mr. Kemper noted the City has been providing contracted wastewater services to the communities of Battlefield, Willard, Strafford, and the service area known as English Village, which is operated by the Ozarks Clean Water Company for numerous years. He further noted each community owns and operates their own sewer collection system, which then discharges into the City's sewer system at a point of connection. He added per these contracts, each of these communities makes a monthly payment to the City based upon the number of wastewater connections and the total wastewater volume billed to its customers during that month. Mr. Kemper noted these contracts allow each satellite community to deduct a percentage of this remittance to defer system operation and maintenance costs. He further noted after an in-depth review of the mutual agreements, it is evident the current contracts have proven unnecessarily cumbersome for both the various satellite communities and the City. Mr. Kemper noted City staff is proposing to restructure each of the current wastewater contracts to provide a more streamlined approach and improve contract conformity. He further noted City staff is proposing the City invoice each satellite community no less often than quarterly based upon the measured wastewater contributed to the City's wastewater treatment facilities as opposed to monthly invoice billing. Mr. Kemper added City staff is proposing establishing a new rate schedule that provides for a volumetric or wholesale charge for applicable wastewater customers beginning July 1, 2021 to facility a new method of billing wastewater charges to the various satellite communities and any other potential wholesale customers.

Councilman Lear asked for clarification whether the Hancock Amendment prevents the City of possibly charging customers more than the cost of providing wastewater services. Rhonda Lewsader, City Attorney, noted it would depend upon if the service being provided is proprietary versus a typical government service. She further noted City staff would research and provide information to the City Council for review.

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

**Building Development
Services – Code
Compliance Officers**

Sponsor: Ferguson, Hosmer, McClure, and Simpson. Council Bill 2021-058.

A special ordinance amending the budget of the Department of Building Development Services for Fiscal Year 2020-2021 in the amount of \$150,000 to appropriate a portion of the Fiscal Year 2018-2020 carryover funds to provide the equivalent of three full-time additional code compliance officers to enhance proactive City Code enforcement.

Rhonda Lewsader, City Attorney, provided an overview of the proposed. Ms. Lewsader noted the proposed was requested by Mayor Pro Tem Ferguson and Councilman Hosmer. She further noted Resolution 10554, which was approved by City Council on February 16, 2021, adopted City Council's priorities. Ms. Lewsader noted City staff has been utilizing an enforcement approach, which is triggered by citizen requests and complaints, to handle code violations, such as nuisance violations. She further noted City Council expressed to City staff a proactive approach for City initiated property inspections and enforcement is needed to handle the issue of nuisance violations occurring within the community. Ms. Lewsader noted the proposed would provide funding of approximately \$150,000.00 to fund the equivalent of three full-time additional contract code compliance officers for one year.

Mayor Pro Tem Ferguson expressed her support for the proposed. She expressed her belief the City should be proactive in responding to code violations, such as nuisances, versus reactive by citizens having to file a request or complaint for possible enforcement.

Councilman Hosmer expressed his support for the proposed. He expressed his opinion the proposed may help with self-regulating individuals with code compliance officers.

Councilman Lear expressed his support for the proposed. He asked for clarification whether the code compliance officers would be hired as contract employees. Jason Gage, City Manager, answered affirmatively, and noted carryover funding would be utilized to help pay for hiring three full-time code compliance officers for one year. He noted there could be a possibility of converting the contract employees into permanent full-time in the future if needed depending upon available funding.

Councilman McGull expressed his opinion he would like to see statistical data analysis information compiled by City staff in approximately one year regarding the

number of complaint requests handled for code compliance enforcement. Mr. Gage noted Dwayne Shmel, Building Development Services Director, would be providing City Council an update regarding Building Development Services at a future luncheon.

Mayor Pro Tem Ferguson expressed her agreement with Councilman McGull about an update from Building Development Services in approximately one year about the proposed. She further expressed her belief if the proposed is approved, there will be a lot more code violations the City will be handling due to being proactive with responding versus being reactive.

Mayor McClure reminded City Council the City's budget workshops will be beginning in a few months. He expressed there is a difference between ongoing funds available for allocating yearly expenses and one-time carry over funds for the City's budget.

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

**City Utilities – Variance
to the Unauthorized
Use Charge**

Sponsor: Lear. Council Bill 2021-059.

A general ordinance authorizing a variance to the unauthorized use charge for receiving overrun gas after notice and without prior approval, each as described or defined in the Curtailable Gas Service Rate (Gas Rates Sheet No. 3 of General Ordinance 6319), to be imposed by City Utilities of Springfield, Missouri.

Rob Rector, Board of Public Utilities Chairman, provided an overview of the proposed. Mr. Rector noted the City and Midwest experienced an unprecedented weather with sub-zero temperatures and subsequent energy market event. He further noted the Board of Public Utilities believes nearly all the curtailable customers complied with the natural gas curtailment request as best they could. Mr. Rector added with the record cold weather temperatures coupled with required electrical rolling blackouts, customers risked vital exposure to their businesses and the health and safety of their employees and their customers. He noted the Board of Public Utilities met on February 25, 2021 and discussed the past recent historic weather events and the issue of utilities. He further noted the Board of Public Utilities determined due to the extraordinarily high cost of natural gas, along with required electrical rolling blackouts, and the good faith efforts demonstrated by nearly all of City Utilities curtailable customers, the application of the unauthorized use charge as written would result in an unreasonable penalty to the curtailable customers. Mr. Rector noted after an analysis and discussion, the Board of Public Utilities determined varying the unauthorized use charge to be imposed during February 2021 from ten times the price of natural gas to one and one-half times the price of natural gas would still result in a full recovery of costs caused during the natural gas shortage and continue to provide a deterrent to encourage the curtailable customers to be prepared for the future. He further noted the Board of Public Utilities will undertake a comprehensive review of the charge and will determine if a permanent change is needed. Mr. Rector commended City Utilities staff for their

foresight in pre-purchasing energy resources for the City and for their quick response to implement emergency alert procedures when necessary.

Amy Derdall, City Utilities Associate General Manager - Finance and Chief Financial Officer, also provided an overview of the proposed. Ms. Derdall reiterated City Utilities is requesting varying the unauthorized use charge to be imposed during February 2021 from ten times the price of natural gas to one and one-half times the price of natural gas would still result in a full recovery of costs caused during the natural gas shortage and continue to provide a deterrent to encourage the curtailable customers to be prepared for the future. Ms. Derdall noted that reducing this penalty does not take away from residential or smaller commercial customers.

Mayor McClure asked for clarification whether the proposed would be a one-time variance. Ms. Derdall answered affirmatively, and noted it relates only to the past historic cold temperature events during the period of February 13-19, 2021. She reiterated City Utilities would undertake a comprehensive review of the charge and will determine if a permanent change is needed in the future. Mayor McClure asked for clarification regarding the impact if City Council decided not to approve the proposed. Ms. Derdall noted if the proposed is not approved, City Utilities would apply additional billing costs, which would total approximately \$6 million, to their curtailable customers relating to the past historic cold temperature events during the period of February 13-19, 2021.

Councilman Simpson expressed his belief the issue of price gouging occurred within the United States during the past historic cold temperature events during the period of February 13-19, 2021. He further expressed the slide regarding the Southern Star Central Gas Pipeline Gas Daily Index History could be considered price gouging, which should be reviewed for possible action by the State. Ms. Derdall expressed her support for the State reviewing the issue of price gouging. She further expressed if price gouging is determined and handled by the State, City Utilities would act according with customers for those actions.

Councilman Lear asked for clarification regarding the average amount a curtailable customer would be receiving relating to the variance. Ms. Derdall noted the variance amount will vary from customer to customer. She further noted she does not have an average variance cost amount for a curtailable customer she could currently provide. She further noted City Utilities currently has approximately twenty-five curtailable customers, and approximately ten of them would be impacted by the proposed. Ms. Derdall noted City Utilities staff would provide City Council with additional information for their review.

Councilman Ollis expressed his appreciation to City Utilities and the Board of Public Utilities for their dedicated service to the community.

Councilman Schilling asked for clarification regarding the impact of the past historic cold temperature events during the period of February 13-19, 2021 upon residential customers and small businesses. Ms. Derdall noted this would be outlined within Council Bill 2021-060.

Councilman Hosmer asked for clarification regarding the variance to the unauthorized use charge to be imposed during February 2021 from ten times the price of natural gas to one and one-half times the price of natural gas would still result in a full recovery of costs caused during the natural gas shortage regarding the curtailable customers. Ms. Derald noted the variance to the unauthorized use charge proposed in the accompanying ordinance modifies the charge for any City Utilities customer receiving overrun gas, after notice and without prior approval, in February 2021 to one and one half times the average gas daily index for Southern Star Central Gas Pipeline, Inc. Ms. Derald further noted curtailable customers agree that in exchange for not paying certain pipeline transmission and storage service fees, they will do the following: will have a backup generation system that can substitute for natural gas usage; and will curtail natural gas usage when City Utilities notifies them of a natural gas shortage. She added the curtailable gas service rate also provides if curtailable customers do not curtail their usage of natural gas upon notice and without prior approval, they will pay an unauthorized use charge. Ms. Derald noted the purposes of this charge includes discouraging curtailable customers from using natural gas after receiving notice of a curtailment and making sure that City Utilities recovers any costs it may have incurred due to penalties charged by natural gas pipelines. Councilman Hosmer asked for clarification whether City Utilities has imposed penalties in the past to curtailable customers. Ms. Derald answered affirmatively and noted she does not have the information available about the number of past penalties imposed to curtailable customers but would compile information for the City Council's review.

An opportunity was given for citizens to express their views.

Matt Morrow spoke in support of the proposed. Mr. Morrow noted he is the President and Chief Executive Officer of the Springfield Area Chamber of Commerce. He expressed his belief for economic development opportunities to occur, affordable utility resources are necessary to stay competitive to keep and bring other business development into the community, especially for curtailable customers. He further expressed if the proposed is not approved, it may have catastrophic consequences for some curtailable customers. Mr. Morrow expressed his appreciation to City Utilities and City Council for their dedicated service within the community.

There being no additional speakers, the public hearing was declared closed.

**City Utilities – Variance
to the Recovery
Adjustment Factor**

Sponsor: Ollis. Council Bill 2021-060.

A general ordinance authorizing a variance to the Recovery Adjustment Factor for Under-recovery (Over-recovery) of Prior Purchased Gas Cost Dollars, each as defined in the Purchased Gas Clause (Gas Rates Sheet No. 4 of General Ordinance 6319), to be calculated by City Utilities of Springfield, Missouri.

Amy Derald, City Utilities Associate General Manager - Finance and Chief Financial Officer, provided an overview of the proposed. Ms. Derald noted the proposed includes a separate recovery adjustment factor for under-recovery of prior purchased gas costs recorded for February 2021 that will be calculated semiannually for

estimated recovery of such amount over a period of up to twenty-four months beginning April 2021. She further noted any amount of under-recovery of prior purchased gas costs recorded for February 2021 at the end of such period would be calculated together with under-recovery of prior purchased gas costs used to calculate the semiannual recovery adjustment factor to be effective for the next six-month period thereafter. Ms. Derdall noted during the past unprecedented weather events during the period of February 13-19, 2021, the increased demand for natural gas due to prolonged sub-zero temperatures and decreased supply from frozen natural gas wells caused the market gas prices to spike to unprecedented levels. She further noted to ensure delivery of natural gas to its customers, it was necessary for City Utilities to purchase a portion of the required natural gas at extraordinarily high market prices. Ms. Derdall noted approval of the proposed would spread such cost recovery over a longer period than currently provided in the purchased gas clause to reduce the monthly impact to City Utilities customers.

Mayor McClure asked for clarification whether the current recover period would be for six months as opposed to the proposed twenty-four months. Ms. Derdall answered affirmatively and noted the average amount for the increase per customer would be approximately \$375.00, which would be spread out over the proposed twenty-four months period. Mayor McClure noted during the past unprecedented weather events during the period of February 13-19, 2021, City Utilities customers utilized more natural gas than normal due to the colder temperatures. Mayor McClure asked for clarification regarding the impact if City Council decided not to approve the proposed. Ms. Derdall noted if the proposed is not approved, City Utilities would apply the added costs of approximately \$1.60 per dekatherm, which would begin in April 2021 through September 2021 to customer bills. She further noted residential customers utility bills would double for the six-month period due to the added costs if the proposed is not approved. Ms. Derdall added non-residential customers, such as small businesses, utility costs would also significantly increase.

Councilman Schilling asked for clarification whether the proposed would have a significant impact upon some customers, and if so, what should customers do about payments. Ms. Derdall noted if customers are unable to pay their utility payments, to please contact City Utilities for assistance for possible billing arrangements. Councilman Schilling asked for clarification regarding the amount needed to cover the costs City Utilities incurred during the unprecedented cold weather during February 13-19, 2021. Ms. Derdall noted the amount costs incurred was approximately \$38,000,000.00. She further noted City Utilities does pre-purchase energy supplies, but due to the decreased supply from frozen natural gas wells caused the market gas prices to spike to unprecedented levels.

Councilman Lear expressed his appreciation to City Utilities for the proposed. He asked for clarification whether the added costs would be based upon each customers usage. Ms. Derdall answered affirmatively and noted \$375.00 would be the average added cost amount per customer. She noted if the proposed is approved, City Utilities would be reviewing the costs after approximately six months to see if any costs adjustments would need to be made. Councilman Lear asked for clarification regarding the utility reserve amounts. Ms. Derdall noted part of City Utilities

contingency reserves funds will be utilized in the amount of approximately \$15,000,000.00, which will help fund a portion of the recovery costs, with the remaining portion needing to come from their overall operating funds. She further noted City Utilities is required maintain a certain level of contingency reserve funds.

Councilman Hosmer asked for clarification whether the proposed twenty-four months would be for residential and commercial customers. Ms. Derdall noted the proposed would apply to firm customers, which would be residential and commercial customers, and would not apply to curtailable customers. Councilman Hosmer asked for clarification regarding the penalty provision amounts for curtailable customers. Ms. Derdall noted the penalty provision amounts that exceeds the gas costs incurred by City Utilities, will reduce the amount being collected from the residential and commercial customers to help reduce the amount of the approximate \$38,000,000.00. Councilman Hosmer asked for clarification regarding the estimated amount of penalties by curtailable customers. Ms. Derdall noted the estimated costs of penalties incurred by curtailable customers is approximately \$1,000,000.00. Councilman Hosmer expressed he would like information compiled about the history of penalties for curtailable customers. He expressed his appreciation to City Utilities for their dedicated service to the community.

Mayor McClure asked for clarification whether City Council would be updated after six months if the proposed is approved for re-review. Ms. Derdall noted if the proposed is approved, City Utilities would not be returning to City Council for an update about the proposed but would be providing an update every six months to the Board of Public Utilities.

An opportunity was given for citizens to express their views.

Jan Holland spoke in support of the proposed. Ms. Holland noted she is the Chairwoman of the City Utilities Citizens Advisory Council. She noted the proposed will help lessen the financial strain on many individuals and households who are customers of City Utilities.

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

PETITIONS, REMONSTRANCES, AND COMMUNICATIONS

Elena Kunevich addressed the issue of equity and equality. Ms. Kunevich expressed her belief she is being harassed and discriminated against at her apartment complex. She expressed her frustration with apartment management and the Police Department for not taking actions to prevent the discrimination and harassment.

Councilman Hosmer asked if City staff could follow-up with the Police Department about this issue. Jason Gage, City Manager, answered affirmatively.

Lisa Meeks addressed the issue of masking. Ms. Meeks expressed her opinion the City Council does not appear to take her previously presented statements and analysis as fact. She further expressed her belief the masking mandate is unjust and asked City Council not to renew the masking mandate in April.

Patricia Tursi addressed the issue of masking. Ms. Tursi expressed her belief there are many lawsuits appearing about the issue of masking, vaccines, and citizen rights. She further expressed her belief there is a censorship occurring within the country, which is violating individual rights of free speech. Ms. Tursi expressed her opinion masking is causing individuals to get sick. She asked City Council to not renew the masking mandate for April 2021.

Jan Dumas addressed the issue of masking. Ms. Dumas thanked the City Council for them allowing citizens to speak. She expressed her opposition to the masking mandate. Ms. Dumas further expressed her belief masking does not prevent the spread of COVID-19 and are detrimental to the well-being of individuals.

Gerald Keim addressed the issue of trash, as well as masking. Mr. Keim expressed his concern with the visible level of trash within the community. In addition, he expressed his belief masking hides faces, and no one can see if an individual is smiling. He requested the City Council not renew the masking mandate in April.

NEW BUSINESS

The Public Involvement Committee recommends the following reappointment to the Personnel Board: Erica Cook with term to expire March 1, 2024.

The Public Involvement Committee recommends the following appointment to the Planning and Zoning Commission: Chris Lebeck with term to expire January 1, 2025.

The City Manager recommend the following reappointments to the Building Trades Examination & Certification Board: Greg Lewis with term to expire December 1, 2022.

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

UNFINISHED BUSINESS

MISCELLANEOUS

CONSENT AGENDA FIRST READING BILLS

The following bills appeared on the agenda under Consent Agenda One Reading Bills.

**Liquor License – 307
South Jefferson Avenue**

Sponsor: Lear. Council Bill 2021-061.

A resolution granting a new liquor license to sell liquor by the drink at retail, including Sunday sales to Prairie Pie, LLC, d/b/a Prairie Pie, for their location at 307 South Jefferson Avenue, Springfield, Missouri.

Council Bill 2021-061. Resolution 10561 was approved by the following vote: Ayes: Ollis, Lear, McGull, Simpson, Schilling, Ferguson, Fisk, Hosmer, and McClure. Nays: None. Absent: None. Abstain: None.

**Appointments to the
Convention and
Entertainment
Community
Improvement District
Board of Directors**

Sponsor: Lear. Council Bill 2021-062.

A resolution confirming the appointments of Marc Foremen and Thys Jones to the Convention and Entertainment Community Improvement District Board of Directors. (Staff recommends approval.)

Council Bill 2021-062. Resolution 10562 was approved by the following vote: Ayes: Ollis, Lear, McGull, Simpson, Schilling, Ferguson, Fisk, Hosmer, and McClure. Nays: None. Absent: None. Abstain: None.

**Missouri Department of
Higher Education and
Workforce Development
Grant**

Sponsor: Ollis. Council Bill 2021-063.

A special ordinance authorizing the City Manager, or his designee, to accept \$7,000 in additional grant funds, from the Missouri Department of Higher Education and Workforce Development for the Reemployment Services and Eligibility Assessment project; amending the budget of the Department of Workforce Development for Fiscal Year 2020-2021 in the amount of \$7,000 to appropriate the funds; and declaring that this bill qualifies for approval in one reading.

Council Bill 2021-063. Special Ordinance 27473 was approved by the following vote: Ayes: Ollis, Lear, McGull, Simpson, Schilling, Ferguson, Fisk, Hosmer, and McClure. Nays: None. Absent: None. Abstain: None.

**Appointments to the
Board of Directors of
the Springfield Center
City Development
Corporation**

Sponsor: Hosmer. Council Bill 2021-064.

A resolution approving the appointments of Chris Ball, Louise Knauer, Allen Kunkel, and Randy Blackwood to the Board of Directors of the Springfield Center City Development Corporation.

Council Bill 2021-064. Resolution 10563 was approved by the following vote: Ayes: Ollis, Lear, McGull, Simpson, Schilling, Ferguson, Fisk, Hosmer, and McClure. Nays: None. Absent: None. Abstain: None.

CONSENT AGENDA SECOND READING BILLS

Confirm the following appointment to the Industrial Development Authority: Brandon Jenson with term to expire October 31, 2023.

END OF CONSENT AGENDA.

Motion to Adjourn

Councilman Simpson moved to Adjourn. Councilman Schilling seconded the motion, and it was approved by the following vote. Ayes: Ollis, Lear, McGull, Simpson, Schilling, Ferguson, Fisk, and McClure. Nays: Hosmer. Absent. Abstain: None. The meeting adjourned at approximately 8:50 p.m.

Prepared by
Anita Baker

Anita J. Cotter, CMC/MRCC
City Clerk

DRAFT

March 9, 2021
Springfield, Missouri

The City Council met in special session March 9, 2021 in the Council Chambers at Historic City Hall. The meeting was called to order by Mayor Ken McClure.

Roll Call

Present. Abe McGull, Matthew Simpson, Mike Schilling, Phyllis Ferguson, Jan Fisk, Craig Hosmer, Richard Ollis, Andrew Lear, and Ken McClure. Absent: None.

Closed Session

Councilman Lear moved City Council hold a closed meeting to discuss legal actions, causes of action or litigation involving a public governmental body and any confidential or privileged communications between a public governmental body or its representatives and its attorneys pursuant to Section 610.021(1), RSMo.; and to discuss hiring, firing, disciplining or promoting of particular employees by a public governmental body when personal information about the employee is discussed or recorded pursuant to Section 610.021(3) RSMo.; and this meeting, record, and vote shall be closed and the City Council shall stand adjourned at the end of the closed session.

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

Prepared by
Johnathan Saunders

Anita J. Cotter, CMC/MRCC
City Clerk

March 16, 2021
Springfield, Missouri

The City Council met in special session March 16, 2021 in the Council Chambers at Historic City Hall. The meeting was called to order by Mayor Ken McClure.

Roll Call

Present. Matthew Simpson, Mike Schilling, Phyllis Ferguson, Jan Fisk, Craig Hosmer, Richard Ollis, Andrew Lear, Abe McGull, and Ken McClure. Absent: None.

Closed Session

Councilman Simpson moved City Council hold a closed meeting to discuss legal actions, causes of action or litigation involving a public governmental body and any confidential or privileged communications between a public governmental body or its representatives and its attorneys pursuant to Section 610.021(1), RSMo.; and this meeting, record, and vote shall be closed and the City Council shall stand adjourned at the end of the closed session.

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

Prepared by
Johnathan Saunders

Anita J. Cotter, CMC/MRCC
City Clerk

One-rdg. _____
P. Hrngs. _____
Pgs. 18
Filed: 03-02-21

Sponsored by: Schilling

First Reading: _____

Second Reading: _____

COUNCIL BILL 2021- 053

GENERAL ORDINANCE _____

AN ORDINANCE

1 AMENDING the Springfield Land Development Code, Section 36-306, 'Official zoning
2 map and rules for interpretation,' by rezoning approximately 1.37 acres of
3 property generally located at 1720 West Grand Street from R-LD, Low-
4 Density Multi-Family Residential District with Conditional Overlay District
5 No. 178, to GR, General Retail District; establishing Conditional Overlay
6 District No. 195; and adopting an updated Official Zoning Map. (Staff and
7 Planning and Zoning Commission both recommend approval.)
8 _____
9

10 WHEREAS, an application has been filed for a zoning change of the property
11 generally located at 1720 West Grand Street from R-LD, Low-Density Multi-Family
12 Residential District with Conditional Overlay District No. 178, to GR, General Retail
13 District with Conditional Overlay District No. 195; and
14

15 WHEREAS, Conditional Overlay District No. 195 shall modify the requirements
16 of the Springfield Land Development Code Section 36-421, GR, General Retail District,
17 by requiring that the property described in "Exhibit B" comply with the requirements
18 described in "Exhibit A;" and
19

20 WHEREAS, following proper notice, a public hearing was held before the
21 Planning and Zoning Commission, a copy of the Record of Proceedings from said public
22 hearing being attached hereto and incorporated herein by this reference as "Exhibit C,"
23 and said Commission made its recommendation; and
24

25 WHEREAS, the City has reviewed the applicant's request and prepared a staff
26 report concerning the application which is attached hereto and incorporated herein by
27 this reference as "Exhibit D;" and
28

29 WHEREAS, proper notice was given of a public hearing before City Council, and
30 said hearing was held in accordance with law.
31

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

34
35 Section 1 – The property described in "Exhibit B," which is attached hereto and
36 incorporated herein by this reference, is hereby rezoned from R-LD, Low-Density Multi-
37 Family Residential District with Conditional Overlay District No. 178, to GR, General
38 Retail District with Conditional Overlay District No. 195. Springfield Land Development
39 Code, Section 36-306, 'Official zoning map and rules for interpretation,' is hereby
40 amended, changed and modified consistent with this Ordinance.

41
42 Section 2 – City Council hereby establishes Conditional Overlay District No. 195
43 which shall contain the requirements and standards provided on "Exhibit A," which is
44 attached hereto and incorporated herein by this reference as though set forth herein.
45 The requirements of Conditional Overlay District No. 195 shall modify the requirements
46 of the Springfield Land Development Code Section 36-421, GR, General Retail District,
47 by requiring the property described on "Exhibit B" comply with the requirements
48 contained in "Exhibit A."

49
50 Section 3 – City Council hereby directs the City Manager, or designee, to update
51 the City's digital zoning map to reflect this rezoning, and City Council adopts the map
52 thereby amended as the Official Zoning Map of Springfield, Missouri, as provided for in
53 the Springfield Land Development Code, Section 36-306, 'Official zoning maps and
54 rules of interpretation.'

55
56 Section 4 – The Official Zoning Map herein adopted shall be maintained and
57 archived in the same digital form in which this Council has approved its adoption.

58
59 Section 5 – This Ordinance shall be in full force and effect from and after
60 passage.

61
62 Passed at meeting: _____

63
64 _____
65 Mayor
66

67 Attest: _____, City Clerk
68

69 Filed as Ordinance: _____
70

71
72 Approved as to form: Kyle T. [Signature], Assistant City Attorney
73

74
75 Approved for Council action: Jason A. Hays, City Manager

EXPLANATION TO COUNCIL BILL 2021 - 053

FILED: 03-02-21

ORIGINATING DEPARTMENT: Planning and Development

PURPOSE: Amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning approximately 1.37 acres of property generally located at 1720 West Grand Street from R-LD, Low-Density Multi-Family Residential District with COD No. 178 to GR, General Retail District, and establishing Conditional Overlay District No. 195. (Staff and Planning and Zoning Commission both recommend approval.)

BACKGROUND INFORMATION:

ZONING CASE NUMBER Z-1-2021/ CONDITIONAL OVERLAY DISTRICT NO. 195

The applicant is requesting to rezone approximately 1.37 acres of property from R-LD, Low-Density Multi-Family Residential District with COD No. 178 to GR, General Retail District, and establishing Conditional Overlay District No. 195.

The *Growth Management and Land Use Plan* element of the *Comprehensive Plan* identifies the subject property as appropriate for Low-Density Housing land uses; however, properties zoned GR are desirable at locations on or near the intersection of two or more arterial or higher classification streets. Such is the case at the nearby intersection of W. Grand Street and S. Kansas Expressway, a primary arterial and expressway respectively. The applicant is proposing to combine this tract with others to the north and west as part of one lot that will be final platted.

REMARKS:

The Planning and Zoning Commission held a public hearing on February 11, 2021, and recommended to approve, by a vote of 8 to 0.

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

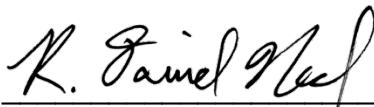
FINDINGS FOR STAFF RECOMMENDATION:

1. The *Growth Management and Land Use Plan* element of the *Comprehensive Plan* identifies the subject property as appropriate for Low-Density Housing land uses; however, properties zoned GR are desirable at locations on or near the intersection of two or more arterial or higher classification streets. Such is the case at the nearby intersection of W. Grand Street and S. Kansas Expressway, a primary arterial and expressway respectively. The applicant is proposing to

combine this tract with others to the north and west as part of one lot that will be final platted.

2. This application meets the intent of the GR district, which is intended for commercial uses that depend upon high visibility, generate trips throughout the community, and cater to the traveling public. These characteristics dictate that this district be located on or near the intersection of two or more arterial or higher classification streets, as noted above.
3. Approval of this application will allow for development of this property and promote infill development where investments have already been made in public services and infrastructure.
4. The Conditional Overlay District will require a traffic impact study at the time of development to assure necessary improvements are made to accommodate future development.

Submitted by:



Daniel Neal, Senior Planner

Recommended by:



Mary Lilly Smith, Director

Approved by:



Jason Gage, City Manager

EXHIBITS:

- Exhibit A, Conditional Overlay District Provisions
- Exhibit B, Legal Description
- Exhibit C, Record of Proceedings
- Exhibit D, Development Review Staff Report

ATTACHMENTS:

- Attachment 1: Department Comments
- Attachment 2: Conditional Overlay District Provisions

Exhibit A

CONDITIONAL OVERLAY DISTRICT PROVISIONS
ZONING CASE Z-1-2021 & CONDITIONAL OVERLAY DISTRICT NO. 195

The requirements of *Section 36-421*. of the *Springfield Zoning Ordinance* shall be modified herein for development within this district to include the following.

1. A Traffic Impact Study shall be prepared at the time of development. Any improvements required as a part of the Traffic Impact Study must be constructed and approved, or funds escrowed, prior to the issuance of a building permit.

Exhibit B

**LEGAL DESCRIPTION
ZONING CASE Z-1-2021 & CONDITIONAL OVERLAY DISTRICT NO. 195**

A PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 27, TOWNSHIP 29 NORTH, RANGE 22 WEST, SPRINGFIELD, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 36 OF LOREN PLACE, A SUBDIVISION IN SPRINGFIELD, MISSOURI, BEING RECORDED IN BOOK FF PAGE 34 GREENE COUNTY RECORDER'S OFFICE; THENCE SOUTH 02°27'30" WEST, A DISTANCE OF 22.01' TO THE SOUTHEAST CORNER OF A PARCEL OF LAND RECORDED IN BOOK 2012 PAGE 12897-12 GREENE COUNTY RECORDER'S OFFICE; THENCE NORTH 87°50'29" WEST, ALONG THE SOUTH LINE OF SAID PARCEL, A DISTANCE OF 341.41 FEET; THENCE NORTH 02°22'31" EAST, A DISTANCE OF 174.83 FEET TO A POINT ON THE NORTH LINE OF SAID PARCEL; THENCE SOUTH 87°51'33" EAST, ALONG THE NORTH LINE OF SAID PARCEL, A DISTANCE OF 341.86 FEET TO THE NORTH EAST CORNER OF SAID PARCEL, BEING ON THE WEST LINE OF SAID LOREN PLACE; THENCE SOUTH 02°27'30" WEST, ALONG THE EAST LINE OF SAID PARCEL, A DISTANCE OF 152.93 FEET TO THE POINT OF BEGINNING. CONTAINING 59,761 SQUARE FEET OR 1.37 ACRES.

Exhibit C

Planning and Zoning Commission – February 11, 2021

Z-1-2021 w/COD #195

1720 West Grand Street

Applicant: College of the Ozarks

Mr. Hosmer stated that this is a request to rezone approximately 1.37 acres of property generally located at 1720 West Grand from R-LD, Low-Density Multi-Family Residential District with COD No. 178 to GR, General Retail District, and establishing Conditional Overlay District No. 195. The Growth Management and Land Use Plan Element of the Comprehensive Plan identifies the subject property as appropriate for Low-Density Housing uses. The Transportation Plan classifies Grand Street, as a primary arterial roadway, and Kansas as an Expressway roadway. A Traffic Impact Study is required at the time of development. This request would remove the current COD No. 178 requirements for a turnaround to be constructed at the end of Loren Street. The property is not located in a FEMA designated floodplain or a stream buffer area. A fee in lieu of on-site stormwater detention will be allowed due to the proximity to the floodplain. The applicant is proposing to combine this tract with other tracts to the north and west to create a one lot final plat. A 15 feet bufferyard Type S1 will be require along the south property with plantings and a 15 feet bufferyard Type C on the east /R-HD. 30-degree bulk plane from the R-SF district. Staff recommends approval.

Mr. Doennig opened the public hearing.

Mr. Derek Lee, owner representative will be the site of a COVID vaccine area that will be remodeled and will keep everything else as is.

Mr. Bruce Colony asked if sold.

Mr. Derek Lee noted that it has been sold and will be cleaning up the platting and zoning.

Mr. Doennig closed the public hearing.

COMMISSION ACTION:

Mr. Coltrin motioned to **approve** item Z-1-2021 w/COD #195 (1720 West Grand Street). Ms. Ogilvy seconded the motion. Ayes: Doennig, Coltrin, Ogilvy, Jobe, Broekhoven, Knuckles, Colony, and Bruce. Nays: None. Abstain: None. Absent: None.



Bob Hosmer, AICP
Planning Manager

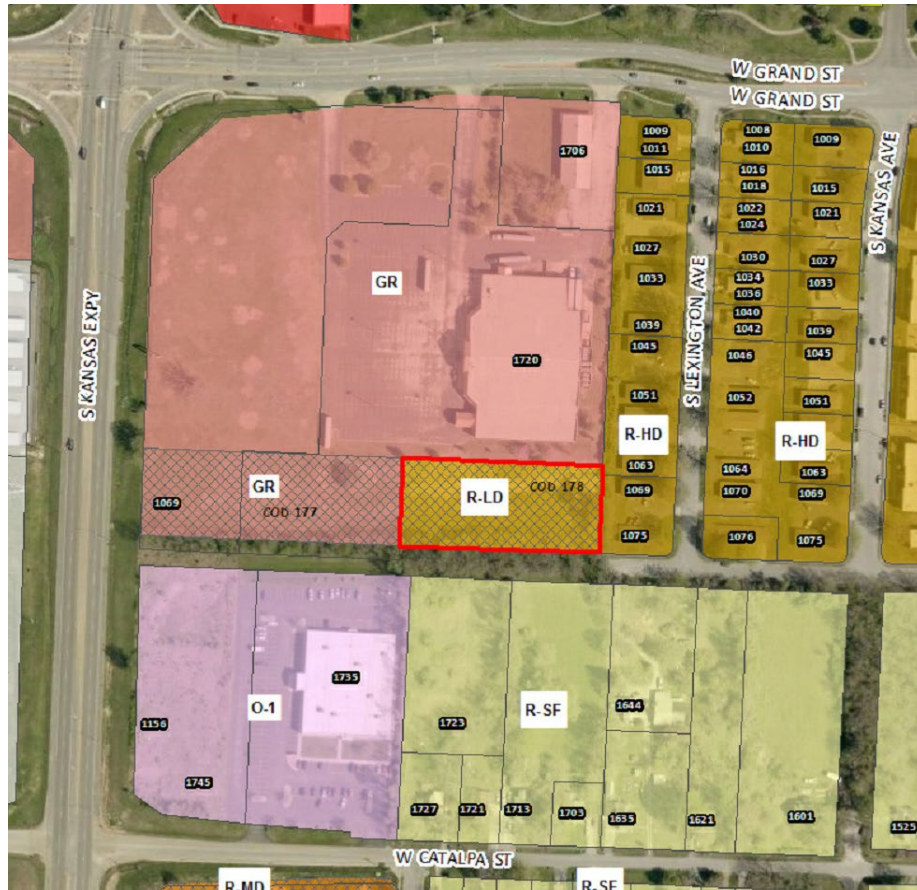
Exhibit D

PLANNING AND ZONING COMMISSION PUBLIC HEARING:

FEBRUARY 11, 2021

CITY COUNCIL PUBLIC HEARING:

MARCH 8, 2021



CASE NUMBER:

Z-1-2021 w/Conditional Overlay District No. 195

LOCATION:

1720 W. Grand Street

ACRES:

Approximately 1.37 acres

EXISTING LAND USE:

Vacant/undeveloped

APPLICANT:

College of the Ozarks

STAFF:

Daniel Neal, 864-1036

STAFF RECOMMENDATIONS:

Approve w/Conditions

PROPOSED MOTION:

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

SUMMARY OF REQUEST:

Request to rezone approximately 1.37 acres of property from R-LD, Low-Density Multi-Family Residential District with COD No. 178 to GR, General Retail District, and establishing Conditional Overlay District No. 195

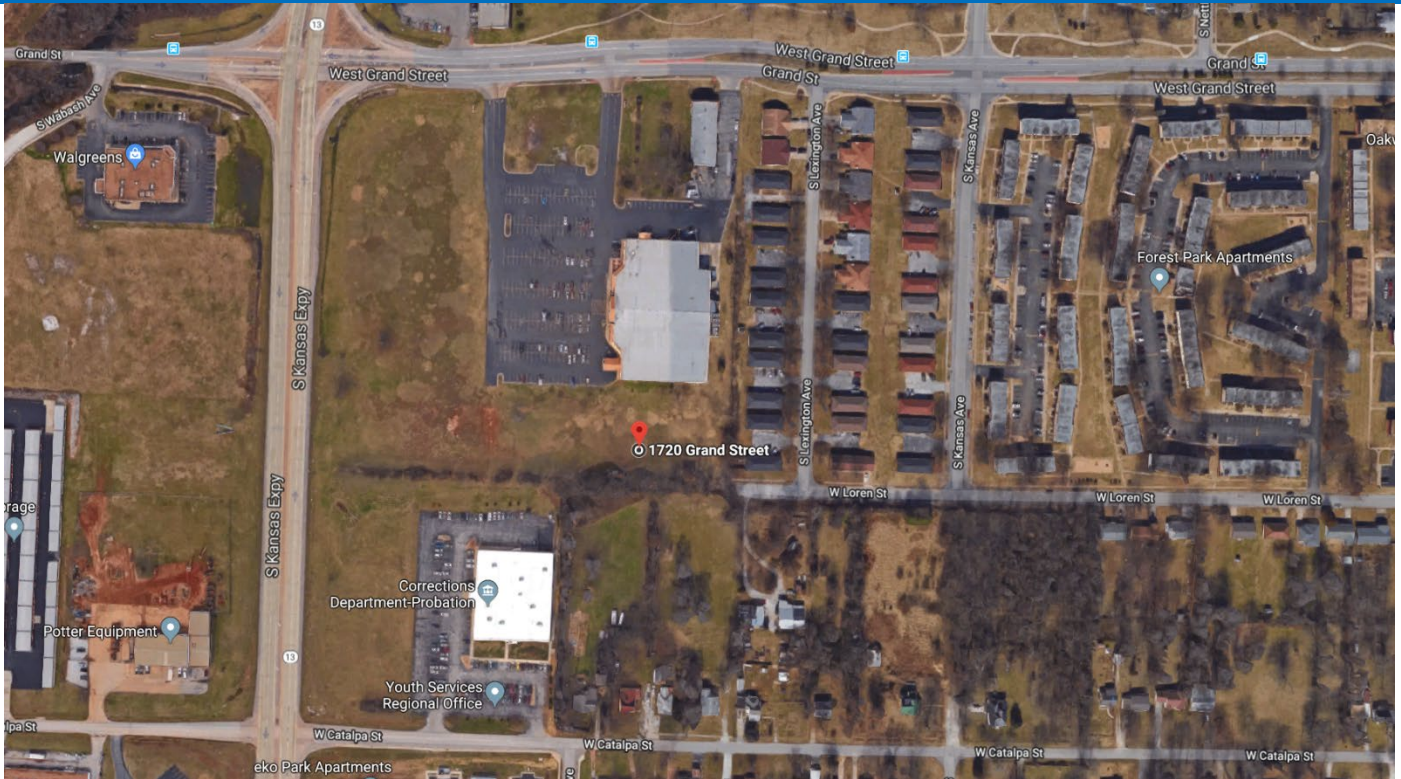
FINDINGS FOR STAFF RECOMMENDATION:

1. The *Growth Management and Land Use Plan* element of the *Comprehensive Plan* identifies the subject property as appropriate for Low-Density Housing land uses; however, properties zoned GR are desirable at locations on or near the intersection of two or more arterial or higher classification streets. Such is the case at the nearby intersection of W. Grand Street and S. Kansas Expressway, a primary arterial and expressway respectively. The applicant is proposing to combine this tract with others to the north and west as part of one lot that will be final platted.
2. This application meets the intent of the GR district, which is intended for commercial uses that depend upon high visibility, generate trips throughout the community, and cater to the traveling public. These characteristics dictate that this district be located on or near the intersection of two or more arterial or higher classification streets, as noted above.
3. Approval of this application will allow for development of this property and promote infill development where investments have already been made in public services and infrastructure.
4. The Conditional Overlay District will require a traffic impact study at the time of development to assure necessary improvements are made to accommodate future development.

SURROUNDING ZONING AND LAND USES:

	NORTH	SOUTH	EAST	WEST
ZONING	GR	R-SF	R-HD	GR COD 177
LAND USE	Former grocery store	Single-family residential uses	Multi-family uses	Vacant/undeveloped

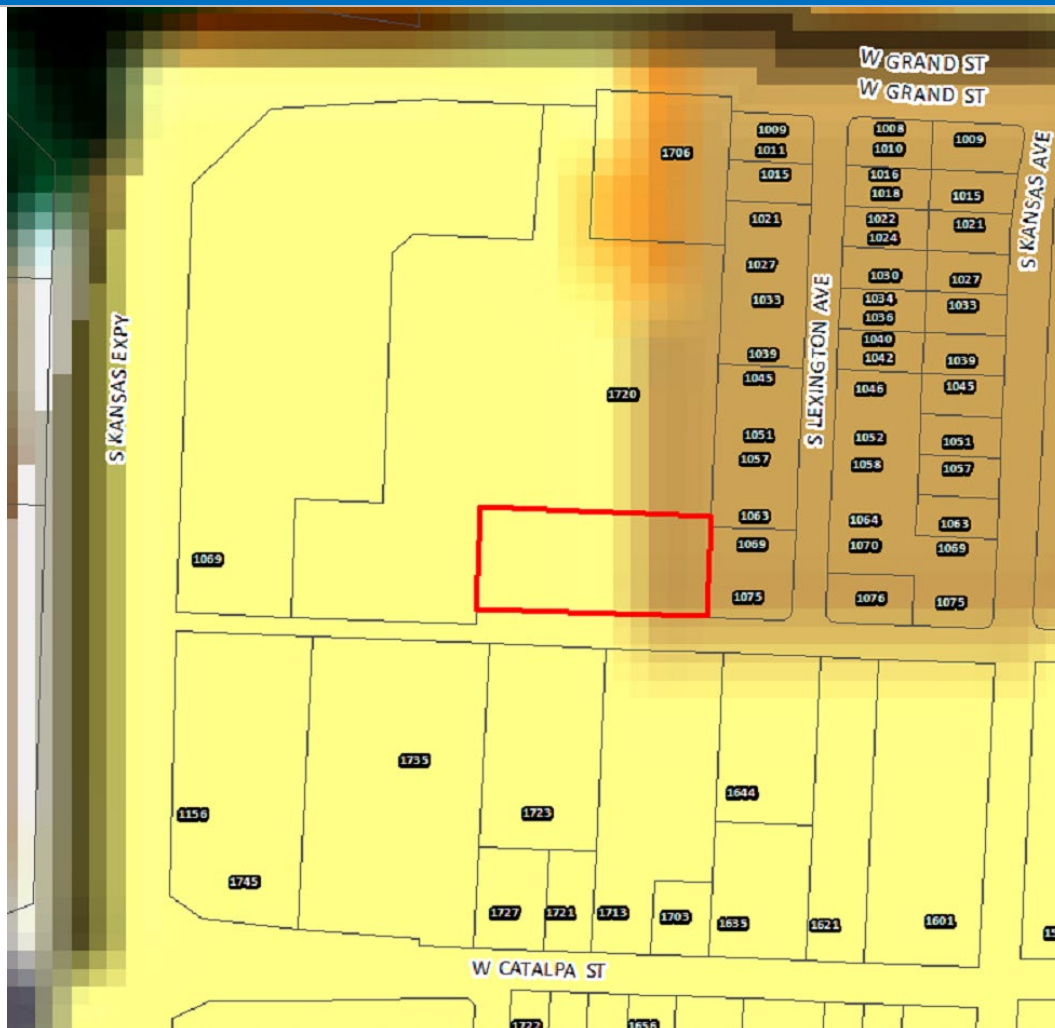
SURROUNDING LAND USES (GOOGLE MAP AERIAL VIEW):



GOOGLE MAPS STREET VIEW:



GROWTH MANAGEMENT AND LAND USE PLAN:



- Low-Density Housing
- Medium or High Density Housing
- Medium Intensity Retail, Office or Housing
- High Intensity Retail, Office or Housing
- Greater Downtown
- Business Park
- Light Industrial, Office and Office-Warehouse

- General Industry, Transportation and Utilities
- Park
- School
- Golf
- Community-Public
- Urban Reserve Area
- Rural Area

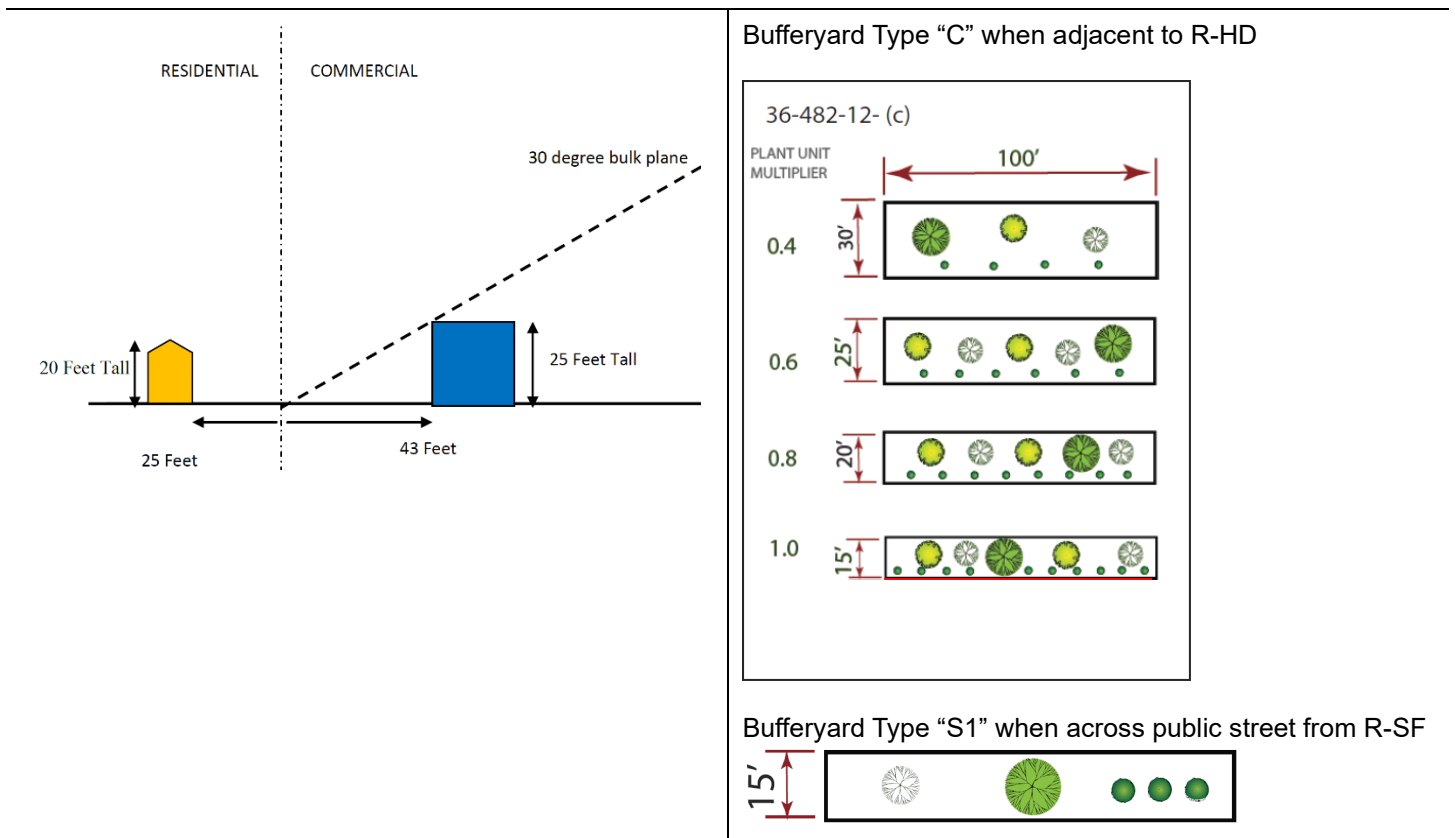
- Greenway
- Parkway
- City Boundary
- Urban Service Area Boundary, Year 2020
- Urban Reserve Boundary, Year 2040

PROPERTY HISTORY:

The subject property is currently zoned R-LD, Low Density Multi-Family Residential District with Conditional Overlay District No. 178. It was rezoned from R-SF to R-LD in 2019.

COMPATIBILITY WITH THE ZONING ORDINANCE:

CODE ITEM	REQUIREMENTS FOR GR
Use Limitations	(a) All outdoor automobile parking areas used for the purpose of retail or wholesale storage or sale of motorized or commercial vehicles shall be prohibited. Other outdoor activities that are not specifically permitted may only be allowed as an accessory use to the permitted uses as provided in subsection 36-421(2), permitted uses, as follows: 1. If any portion of the premises abuts any residential zoning district, the outdoor activities may be permitted, provided they meet the provisions of, and a conditional use permit is issued pursuant to section 36-363, conditional use permits, of this article. A building permit(s) showing compliance with all applicable codes and ordinances may be required as determined by the director of building development services. 2. If the premises abuts only nonresidential zoning districts, the outdoor activities may be permitted. A conditional use permit will not be required. A building permit(s) showing compliance with all applicable codes and ordinances may be required as determined by the director of building development services.
Maximum Structure Height	None, except that all structures shall remain below a 30-degree bulk plane as measured from the boundary of any R-SF or R-TH district.
Front Yard Setback	25 feet along a street classified as a collector or higher or 15 feet along a street classified as a local street
Side and Rear Setbacks	<i>Side and rear yards:</i> None, except as required by section 36-453, supplemental open space and yard regulations, and the bufferyard requirements in subsection 36-421(8).
Open Space Requirement	20%
Design Requirements	Standard per code
BULK PLANE	LANDSCAPING



COMPATIBILITY WITH COMPREHENSIVE PLAN:

The *Growth Management and Land Use Plan* element of the *Comprehensive Plan* identifies this as an appropriate area for Medium to High Density Housing and Low-Density Housing; however, much of the land to the north and west, which was also designated for Low-Density Housing as part of the *Comprehensive Plan*, has since been rezoned and developed for commercial or office uses. In addition, properties zoned GR benefit from being highly visible to the traveling public and tend to generate trips from throughout the community, making this location near the intersection of W. Grand Street and S. Kansas Expressway desirable for commercial development.

STAFF COMMENTS:

1. The applicant is proposing to rezone approximately 1.37 acres of property from R-LD, Low-Density Multi-Family Residential District with COD No. 178 to GR, General Retail District, and establishing Conditional Overlay District No. 195. The applicant has no plans to develop this property at this time. The property is being platted into a proposed Kansas at Grand Subdivision. The subdivision plat will combine this tract with others to the north and west into one lot.
2. The GR, General Retail District is intended for commercial uses that provide community-wide personal and business services, shopping centers and specialty shops. These characteristics dictate that this district be located along or at the intersection of streets classified as arterial or higher. The nearest major intersection includes W. Grand Street, a primary arterial, and S. Kansas Expressway. The proposed zoning will allow the subject property to be developed similarly to adjacent properties along S. Kansas Expressway.
3. A Traffic Impact Study was not required as part of this rezoning request; however, the proposed Conditional Overlay District will require that a Traffic Impact Study be conducted at the time of development.
4. This rezoning will remove the current COD No. 178 requirement for an approved turnaround to be constructed at the end of Loren Street.

-
5. The development of the property will require a bufferyard along the east property line adjacent to the R-HD, High Density Multi-Family zoning district. The normal bufferyard required between GR and multi-family zoning would be a Bufferyard "Type C" at least fifteen (15) feet wide. For each one-hundred (100) linear feet of bufferyard, there must be one (1) canopy tree, two (2) understory trees, two (2) evergreen tree and ten (10) shrubs. A six foot tall solid wood fence is required as part of this bufferyard.
 6. The development of the property will require a bufferyard along the south property line between GR and R-SF and the public street right-of-way 70 feet or less (Loren Street). The required bufferyard would be a Bufferyard "Type S1" at least fifteen (15) feet wide. Plantings required for a Type S1 bufferyard are for each one-hundred (100) linear feet, there must be at least one (1) canopy tree, one (1) understory tree and three (3) shrubs. No structures are required as part of this bufferyard.
 7. The proposed rezoning was reviewed by City departments and comments are contained in Attachment 1.

NEIGHBORHOOD MEETING:

Neighborhood meetings have been cancelled due to the Mayor's Proclamation of Civil Emergency. Property owners and residents were mailed a comment card to provide their comments.

PUBLIC NOTIFICATION:

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

Notices sent to property owners within 185 feet:	Mailed: 7	Returned: 0
--	-----------	-------------

DEPARTMENT COMMENTS:

ATTACHMENT 1 DEPARTMENT COMMENTS

BUILDING DEVELOPMENT SERVICES COMMENTS:

No issues.

CITY UTILITIES:

No issues with proposed re-zoning.

CLEAN WATER SERVICES COMMENTS:

No objection to the rezoning. Property is being replatted as one large lot.

FIRE DEPARTMENT COMMENTS:

No comments

PUBLIC WORKS TRAFFIC DIVISION COMMENTS:

STREET CLASSIFICATION, RIGHT-OF-WAY, & JURISDICTION

City's Transportation Plan classifies S. Kansas Expressway, W. Grand Street, and W. Loren Street as an Expressway, Primary Arterial Roadway, and Local Roadway, respectively. The standard right-of-way width for S. Kansas Expressway, W. Grand Street, and W. Loren Street is 65 feet from centerline, 50 feet from centerline, and 25 feet from centerline, respectively. It does not appear that any additional right-of-way is needed along Kansas Expressway or Grand Street. Public Works is not requesting additional right-of-way for a street extension or turn around. If PD and Fire are ok with the existing conditions of Loren Street and the turnaround, there is no requirement for additional right-of-way. A survey is recommended to determine the exact amount of existing right-of-way. S. Kansas Expressway is under MODOT jurisdiction and both Grand Street and W. Loren Street are under City of Springfield jurisdiction.

TRAFFIC COUNTS & ON-STREET PARKING

The most recent traffic count on S. Kansas Expressway and W. Grand Street are 38,097 vehicles per day and 8,064 vehicles per day, respectively. There are no recent traffic counts for W. Loren Street. On-street parking is not allowed along either Kansas Expressway or W. Grand Street.

DRIVEWAY ACCESS

There are currently three driveway access points to the properties in the proposed rezoning. All three existing access points are to/from W. Grand Street and are via existing cross-access easements. As a part of the requirements for the existing property to the north (required per plat), the western-most driveway access point on Grand Street nearest the intersection of Kansas Expressway is required to be closed until such time that the access point can be converted to a right-in/right-out, designed at the discretion of the Director of Public Works, or his/her designee. No additional access points will be permitted to W. Grand Street. Access is not permitted to W. Loren Street, unless the street is improved to include the necessary turnaround.

SIDEWALK

There is existing sidewalk along a majority of the property frontage of W. Grand Street. Any remaining sidewalk not existing on the property frontage is required to be constructed as a part of this proposed zoning, at the time of development.

TRAILS, BUS STOPS, & ADDITIONAL INFORMATION

The Jordan Creek Greenway Trail is just on the west side of Kansas Expressway and is accessible via new bridge improvements and intersection improvements at Kansas and Grand. There are bus stops along W. Grand Street. The proposed development is in an area that provides for multiple direct connections and provides for good connectivity in the area.

IMPROVEMENTS

Based on the increase in trip generation found in Table 1 below, a Traffic Impact Study (TIS) is required for *both* tracts as part of this proposed rezoning of Tract 1 and the rezoning of Tract 2 in 2019. This TIS can be submitted either prior to the rezoning or provided at the time of development, captured in a Conditional Overlay District. Any improvements required as a part of the TIS are required to be constructed and approved, or funds escrowed, prior to issuance of a building permit/final platting of the properties.

In addition, per plat/variance requirements, the western-most access point to/from W. Grand Street, which is utilized as a cross-access point to the rezoning in question, is required to be closed, until such time that the access can be reconstructed as right-in/right-out, designed to the discretion of the Public Works Director or his/her designee. The reconstruction of this driveway does not necessarily warrant public improvement plans.

TRAFFIC - TABLE 1: REZONING DETAILS

	Street Name	Street Classification	On-Street Parking	Existing Street ROW From Centerline (ft)	Required Street ROW From Centerline (ft)
Street 1	S. Kansas Expressway	Expressway	No	100	65
Street 2	W. Grand Street	Primary Arterial	No	Varies	50
Street 3	W. Loren Street	Local	Yes	25	25
		AM Peak	PM Peak	Weekday	Weekend
Existing Trips Generated		13	16	152	N/A
*Proposed Trips Generated		51	212	2282	N/A
Additional Trips Generated		38	196	2130	N/A

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

STORMWATER COMMENTS:

The property is in the Jordan Creek Lower Branch drainage basin. The property is not located in a FEMA designated floodplain. Staff is aware of flooding problems in the area. If the project increases the amount of impervious surfacing; detention and water quality is required according to Chapter 96. Due to its proximity to the floodplain, a fee in lieu of on-site stormwater detention will be allowed. The property is not located in a stream buffer area. Since the project will be disturbing more than one (1) acre there will be a land disturbance permit required.

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

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

2. If disturbing more than one acre water quality will also have to be provided.
3. Drainage easements must be provided for this conveyance.
4. Please keep in mind that more detailed stormwater calculations will have to be submitted before any permits can be approved.
5. Water quality will still need to be provided if more than one acre is disturbed.

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

REQUIREMENTS FOR APPROVAL:

ATTACHMENT 2 CONDITIONAL OVERLAY DISTRICT PROVISIONS

The requirements of Section 36-421., General Retail district of the Land Development Codes shall be modified as set forth herein for development within this district and the rezoning contemplated by this Ordinance shall not be effective until the occurrence of the following conditions:

1. A Traffic Impact Study shall be prepared at the time of development. Any improvements required as a part of the Traffic Impact Study must be constructed and approved, or funds escrowed, prior to the issuance of a building permit.

One-rdg. _____
P. Hrngs. _____
Pgs. 25
Filed: 03-02-21

Sponsored by: McGull

First Reading: _____

Second Reading: _____

COUNCIL BILL 2021- 054

SPECIAL ORDINANCE _____

AN ORDINANCE

1 GRANTING Conditional Use Permit No. 448 for the purpose of authorizing an
2 adaptive reuse of a nonresidential structure as a multi-family
3 residential use with a Conditional Use Permit in a R-TH, Residential
4 Townhouse District generally located at 2420 East Blaine Street as a
5 conditional use. (Staff and Planning and Zoning Commission
6 recommend approval.)
7 _____
8

9 WHEREAS, pursuant to Section 36-363 of the Land Development Code City
10 Council may grant permits authorizing certain enumerated conditional uses as provided
11 in the various zoning districts; and
12

13 WHEREAS, the Planning and Zoning Commission held a public hearing on
14 February 11, 2021, and the Commission found that the necessary conditions existed for
15 issuance of Conditional Use Permit No. 448 for the property located at 2420 East Blaine
16 Street and zoned R-TH, Residential Townhouse District; and
17

18 WHEREAS, City Council finds that sufficient evidence has been presented to
19 satisfy all applicable standards of the Land Development Code for issuance of
20 Conditional Use Permit No. 448; and
21

22 WHEREAS, the granting of such permit is deemed proper and it is not found to
23 harm the community or injure the value, lawful use, and reasonable enjoyment of
24 properties in the vicinity of 2420 East Blaine Street.
25

26 NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF
27 SPRINGFIELD, MISSOURI, as follows, that:
28

29 Section 1 – Conditional Use Permit No. 448 is hereby granted in accordance with
30 and subject to the provisions of Section 36-363 of the Land Development Code.
31 Conditional Use Permit No. 448 is granted for the purpose of permitting an adaptive
32 reuse of a nonresidential structure to a residential use within the R-TH, Residential
33 Townhouse District located at the property described in “Exhibit B,” which is attached

hereto and incorporated herein by this reference, and which is generally located at 2420 East Blaine Street.

Section 2 – Building permits, certificates of occupancy, and any other required permits or approvals may be issued by the duly authorized officials of the City provided that such issuance is consistent with Section 36-363 of the Land Development Code, any other applicable City regulation or ordinance, and the “Requirements for Conditional Use Permit 448” described in “Exhibit A,” which is attached hereto and incorporated herein by this reference. Additionally, the provisions contained in “Exhibit A” and “Exhibit D – Attachment 2” shall govern and control the use and development of the land described in “Exhibit B,” in a manner consistent with the attached site plan depicted on “Exhibit D – Attachment 4.” “Exhibit D” is attached hereto and incorporated herein by this reference in its entirety.

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

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

Passed at meeting: _____

Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: Kyle T. [Signature], Assistant City Attorney

Approved for Council action: Jason A. [Signature], City Manager

EXPLANATION TO COUNCIL BILL 2021-054

FILED: 03-02-21

ORIGINATING DEPARTMENT: Planning and Development

PURPOSE: To allow an adaptive reuse of a nonresidential structure as a multi-family residential use with a Conditional Use Permit in a R-TH, Residential Townhouse District generally located at 2420 East Blaine Street (Staff and Planning and Zoning Commission recommend approval).

BACKGROUND INFORMATION:

CONDITIONAL USE PERMIT NUMBER 448

The applicant is requesting approval of a Conditional Use Permit to convert an existing warehousing structure to multi-family units on the subject property within a R-TH District. The *Zoning Ordinance* requires a use permit in the R-TH, Residential Townhouse District for an adaptive reuse of a nonresidential structure in a residential district.

The *Growth Management and Land Use Plan* of the *Comprehensive Plan* designates this area as appropriate for Low Density Housing; however, this property and structure have been used commercially since 1952.

CONDITIONS:

1. The regulations and standards listed on "Exhibit D - Attachment 3" shall govern and control the use and development of the land in Use Permit Number 448 in a manner consistent with the attached site plan ("Exhibit D - Attachment 4").

FINDINGS FOR STAFF RECOMMENDATION:

1. This application meets the approval standards for a Conditional Use Permit.
2. The purpose of the adaptive use regulations is to allow for the use of structures, originally constructed for nonresidential uses and currently located in residential districts, for selected nonresidential, multiple unit residential and mixed nonresidential and residential uses provided the review by the Planning and Zoning Commission and City Council determines the proposed use would not have significant adverse impacts on the surrounding neighborhood. The regulations provide opportunities to make productive use of nonresidential structures that could otherwise be a blight on the neighborhood if left vacant and are not maintained.

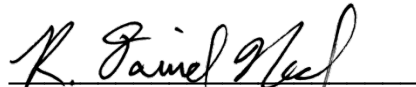
3. Approval of this request will provide for redevelopment of the subject property which is already served with public infrastructure and services and is not expected to adversely impact the surrounding properties.

REMARKS:

The Planning and Zoning Commission held a public hearing on February 11, 2021, and recommended approval, by a vote of 8 to 0 of the proposed conditional use permit (see the attached "Exhibit C," Record of Proceedings).

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

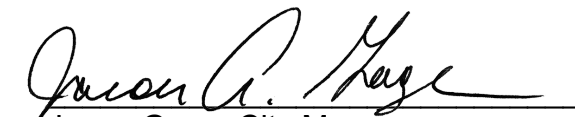
Submitted by:


Daniel Neal, Senior Planner

Recommended by:


Mary Lilly Smith, Director

Approved by:


Jason Gage, City Manager

EXHIBITS:

Exhibit A, Requirements for Conditional Use Permit 448

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 448

Attachment 3, Standards and Responses for Conditional Use Permits

Attachment 4, Site Plan

Exhibit A

REQUIREMENTS FOR CONDITIONAL USE PERMIT 448

1. An adaptive reuse of a nonresidential structure in a residential district for multi-family residential uses, as defined in Section 36-363 of the Zoning Ordinance, is permitted in conformance with Attachment 5.
2. The adaptive reuse of a nonresidential structure in a residential district, as defined in Section 36-363 of the Zoning Ordinance, shall comply with all the standards listed in Attachment 3.
3. Hours during which the establishment is open to the public shall be limited to a daily period extending from 7:00 a.m. to 6:00 p.m. unless specifically modified by the conditional use permit. The applicant shall demonstrate that additional hours are necessary and will not have an adverse impact on adjoining properties.
4. Signage shall be limited to one free-standing sign with a maximum sign area of 20 square feet and wall signs with a maximum sign area of ten percent of the facade. Wall signs shall only be located on facades with street frontage. Signs shall not be internally lit or externally illuminated by any means unless specifically modified by the conditional use permit. The applicant shall demonstrate that lighting of signs is necessary and will not have an adverse impact on adjoining properties or those using the public rights-of-way.
5. Any proposed detached sign must be located outside of any right-of-way, easements or sight triangles and meet all requirements of Section 36-454 of the Zoning Ordinance.
6. One indoor and one outdoor amenity from the Revised Multi-Family Location and Design Guidelines must be added to the site to be consistent with other new multi-family developments.
7. Sidewalk is required along the entire length of property frontage on both E. Blaine Street and Pacific/Patterson, or a fee paid in-lieu-of sidewalk construction, which must first be reviewed and approved by ARC. The fee must be paid prior to issuance of a building permit.
8. All other standards of the Zoning Ordinance and other applicable ordinances shall be adhered to.

Exhibit B

LEGAL DESCRIPTION
CONDITIONAL USE PERMIT NUMBER 448

Webster Park Subdivision Lots 7 through 10 Block D & 17, 18 & 19 Block C, Greene County, Missouri.

Exhibit C

RECORD OF PROCEEDINGS CONDITIONAL USE PERMIT NUMBER 448 Planning and Zoning Commission – February 11, 2021

Conditional Use Permit 448
2420 East Blaine Street

Applicant: The Lackey Building, LLC

Mr. Hosmer stated that this is a request to permit an adaptive reuse of a nonresidential structure as a residential use with a Conditional Use Permit in a R-TH, Residential Townhouse District generally located at 2420 East Blaine Street.

Mr. Doennig opened the public hearing.

Mr. Curtis Jared, developer and here to answer any questions.

Mr. Jerry Reynolds, citizen noted the protective covenant and does not oppose the rezoning, however the architectural blend needs to part of the existing neighborhood. Feels that the water retention off of Sunshine needs to be kept clear due to it being clogged up throughout the years and possibly underestimated and noted that a previous owner had kept an area where the water was easily absorbed (flower garden) and not just flowing into his property. The Comprehensive Plan identifies this as an appropriate for Low Density Housing uses. The applicant is requesting a Conditional Use Permit to convert an existing warehousing structure to multi-family units in a R-TH District. The purpose of the adaptive use regulations is to allow for the use of structures, originally constructed for nonresidential uses to be repurposed as a stand-alone residential use. The Major Thoroughfare Plan classifies Blaine Street as a Collector and Patterson as a Local roadway. A Traffic Impact Study was not required as the change in use did not increase the trip generations. A fee in lieu of on-site stormwater detention will be allowed. The property is not located in a stream buffer area. The Conditional Use Permit will:

- Allow the conversion an existing warehousing structure into 13 multi-family units in conformance with the site plan and 21 standards in Attachment 3 and 4.
- Require a bufferyard Type B along the RSF and RTH property line with plantings and a solid 6 ft fence.
- No signs larger than 20 sf with wall signs not more than 10% of the façade facing street.
- One indoor and one outdoor amenity listed in the Revised Multi-family Location and Design Guidelines.
- Sidewalks along the frontage of both Blaine and Pacific/ Patterson.

Staff recommends approval.

Mr. Doennig opened the public hearing.

Mr. Michael Stalzer, stated that this is a proposed use for a 13 muti-family unit and will be using the existing foot-print.

Mr. Doennig closed the public hearing.

Mr. King Coltrin asked about the existing gravel driveway.

Mr. Daniel Neal stated that the existing gravel drive will be pavement.

COMMISSION ACTION:

Mr. Coltrin motioned to **approve** item Conditional Use Permit 448 (2420 East Blaine Street). Mr. Colony seconded the motion. Ayes: Doennig, Coltrin, Ogilvy, Jobe, Broekhoven, Knuckles, Colony, and Bruce. Nays: None. Abstain: None. Absent: None.

A handwritten signature in black ink, appearing to read "Bob Hosmer", is written over a horizontal line.

Bob Hosmer, AICP
Planning Manager

Exhibit D

PLANNING AND ZONING COMMISSION PUBLIC HEARING:

FEBRUARY 11, 2021

CITY COUNCIL PUBLIC HEARING:

MARCH 8, 2021



CASE NUMBER:

Conditional Use Permit 448

LOCATION: 2420 E. Blaine Street

ACRES: Approximately 1.2 acres

EXISTING LAND USE: Warehousing and storage

APPLICANT: The Lackey Building, LLC

STAFF: Daniel Neal, Senior Planner

STAFF RECOMMENDATIONS:

Approve

PROPOSED MOTION:

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

SUMMARY OF REQUEST:

This is a request to permit an adaptive reuse of a nonresidential structure as a residential use with a Conditional Use Permit in a R-TH, Residential Townhouse District generally located at 2420 East Blaine Street.

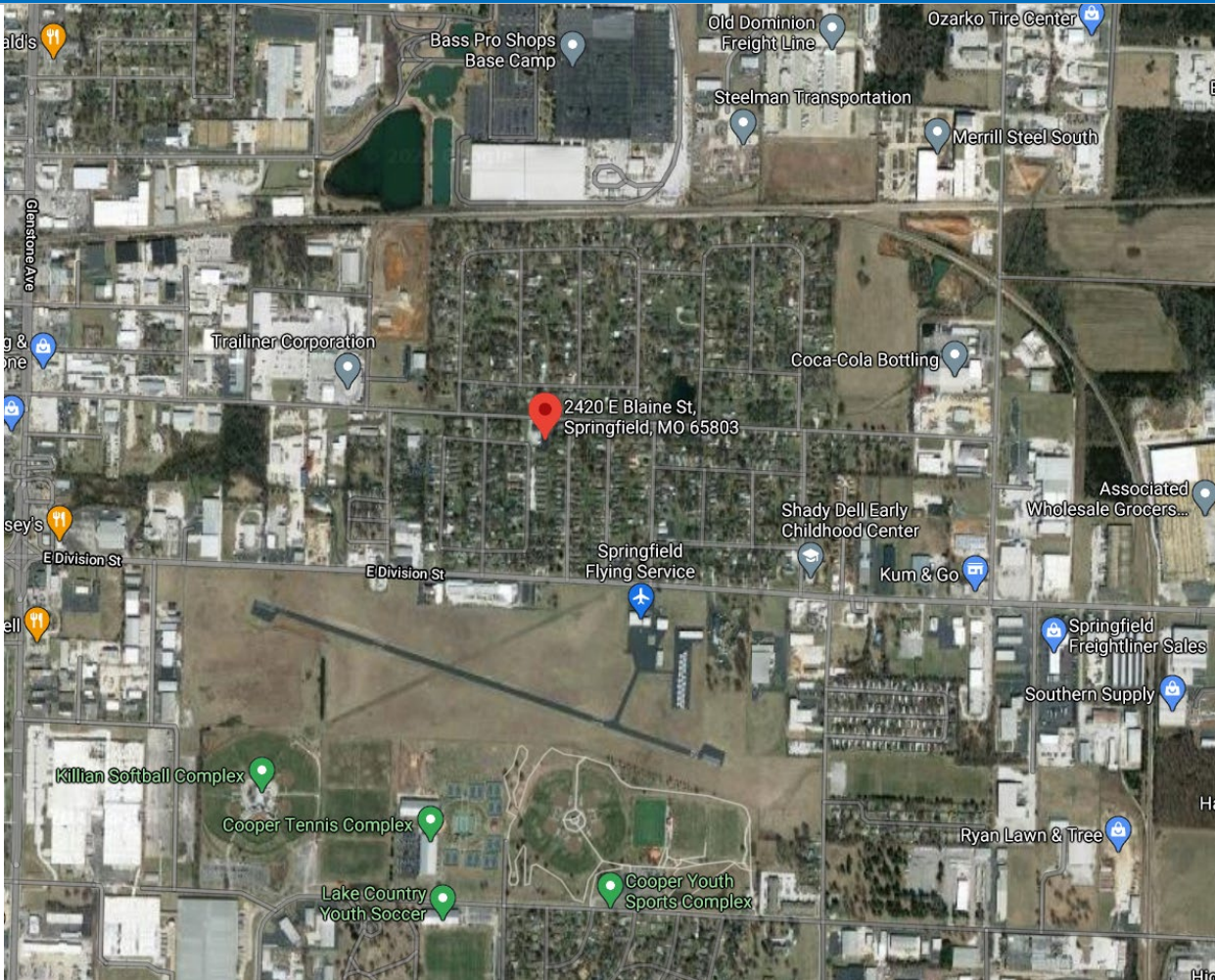
FINDINGS FOR STAFF RECOMMENDATION:

1. This application meets the approval standards for a Conditional Use Permit.
2. The purpose of the adaptive use regulations is to allow for the use of structures, originally constructed for nonresidential uses and currently located in residential districts, for selected nonresidential, multiple unit residential and mixed nonresidential and residential uses provided the review by the Planning and Zoning Commission and City Council determines the proposed use would not have significant adverse impacts on the surrounding neighborhood. The regulations provide opportunities to make productive use of nonresidential structures that could otherwise be a blight on the neighborhood if left vacant and are not maintained.
3. Approval of this request will provide for the redevelopment of the subject property which is already served with public infrastructure and services and is not expected to adversely impact the surrounding properties.

SURROUNDING ZONING AND LAND USES:

	NORTH	SOUTH	EAST	WEST
ZONING	R-SF	R-TH	R-SF	R-TH
LAND USE	Single-family residences	Duplexes	Single-family residences	Single-family and duplex uses

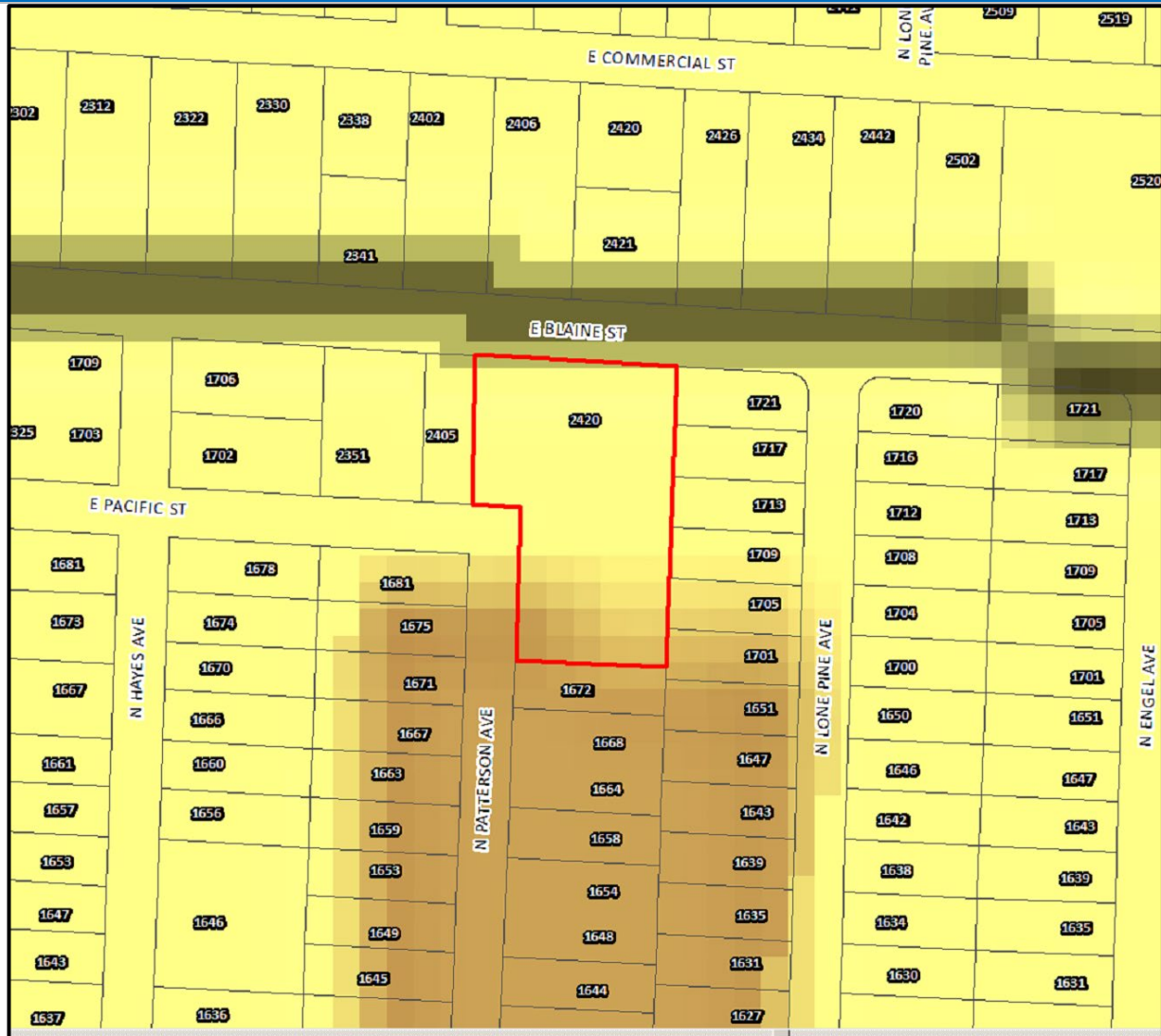
SURROUNDING LAND USES (GOOGLE MAP AERIAL VIEW):



GOOGLE MAPS STREET VIEW:



GROWTH MANAGEMENT AND LAND USE PLAN:



- Low-Density Housing
- Medium or High Density Housing
- Medium Intensity Retail, Office or Housing
- High Intensity Retail, Office or Housing
- Greater Downtown
- Business Park
- Light Industrial, Office and Office-Warehouse

- General Industry, Transportation and Utilities
- Park
- School
- Golf
- Community-Public
- Urban Reserve Area
- Rural Area

- Greenway
- Parkway
- City Boundary
- Urban Service Area Boundary, Year 2020
- Urban Reserve Boundary, Year 2040

PROPERTY HISTORY:

The subject property was annexed in the City in 1955 and rezoned to R-2 in 1956. A special exception was grant in 1970 for the Ozark Casket Supply Company to construct a 70 x 104 ft. addition that was a nonconforming use in the R-TH District. The property was rezoned to R-TH during the 1995 City wide remapping.

ZONING ORDINANCE REQUIREMENTS:

Sec. 36-363. - Conditional Use Permit

- (1) *Purpose.* The conditional use permit procedure is designed to provide the planning and zoning commission and the city council with an opportunity for discretionary review of requests to establish or construct uses or structures which may be necessary or desirable in a zoning district, but which may also have the potential for a deleterious impact upon the health, safety and welfare of the public. The purpose of the review is to determine whether the proposed location of the use or structure is appropriate and whether it will be designed and located so as to avoid, minimize, or mitigate any potentially adverse effects upon the community or other properties in its vicinity. The discretionary conditional use permit procedure is designed to enable the planning and zoning commission and the city council to impose conditions upon such uses and structures that are designed to avoid, minimize or mitigate potentially adverse effects upon the community or other properties in the vicinity of the proposed use or structure, and to deny requests for a conditional use permit when it is apparent that a proposed use or structure will or may cause harm to the community or injury to the value, lawful use and reasonable enjoyment of other properties in the vicinity of the proposed use or structure.
- (8) *Period of validity.*
 - (a) No conditional use permit shall be valid for a period longer than 18 months from the date on which the city council grants the conditional use permit, unless within such 18-month period:
 1. A building permit is obtained and the erection or alteration of a structure is started; or
 2. An occupancy permit is obtained and the conditional use commenced.The city council may grant one additional extension not exceeding 18 months, upon written application, without notice or hearing provided such grant is approved by city council prior to the expiration of the original 18-month period. No additional extension shall be granted without complying with the notice and hearing requirements for an initial application for a conditional use permit. This additional extension shall be considered to have begun on the date of expiration of the original conditional use permit regardless of when this additional extension is granted by city council.
 - (b) When a conditional use is discontinued or abandoned for a period of 12 consecutive months (regardless of any reservation of an intent not to abandon or to resume such use), such use shall not thereafter be reestablished or resumed unless a new conditional use permit is granted by city council consistent with this section. The burden of proof shall be on the property owner to show that the conditional use has not been discontinued or abandoned for a period of 12 consecutive months or longer.
- d. *Damage or destruction.* In the event that the principal building or structure on the property is damaged or destroyed, by any means, to the extent of more than 75 percent of the replacement cost of the building or structure at the time such damage occurred, such building or structure shall not be restored unless it shall thereafter conform to the regulations for the zoning district in which it is located and the property shall not continue to be used for the uses permitted by the provisions of this section.

COMPATIBILITY WITH COMPREHENSIVE PLAN:

The *Growth Management and Land Use Plan* of the *Comprehensive Plan* designates this area as appropriate for Low Density Housing; however, this property and structure have been used commercially since 1952.

STAFF COMMENTS:

-
1. The applicant is requesting approval of a Conditional Use Permit to convert an existing warehousing structure to multi-family units on the subject property within a R-TH District. The *Zoning Ordinance* requires a use permit in the R-TH, Residential Townhouse District for an adaptive reuse of a nonresidential structure in a residential district. The applicant is proposing residential uses including multiple units, as part of a stand-alone use.
 2. The bufferyard requirement between R-LD (where a multi-family use at the density of 11 du/ac is first allowed by right) and R-SF and R-TH zoning is a bufferyard "Type B" at least fifteen (15) feet wide with required plantings. A bufferyard is required along all property boundaries as shown on the site plan. The only encroachment is on the east side of site where the building encroaches within 12 feet of the adjacent R-SF boundary line. This is considered an existing nonconforming structure and allowed to exist until the structure area within the encroachment is removed or demolished.
 3. The proposed conditional use permit must follow the approval standards for an adaptive reuse of a nonresidential structure in a residential district which are in Section 36-363(10)4.c. (responses in Attachment 3):
 - a. Hours during which the establishment is open to the public shall be limited to a daily period extending from 7:00 a.m. to 6:00 p.m. unless specifically modified by the conditional use permit. The applicant shall demonstrate that additional hours are necessary and will not have an adverse impact on adjoining properties.
 - b. Signage shall be limited to one free-standing sign with a maximum sign area of 20 square feet and wall signs with a maximum sign area of ten percent of the facade. Wall signs shall only be located on facades with street frontage. Signs shall not be internally lit or externally illuminated by any means unless specifically modified by the conditional use permit. The applicant shall demonstrate that lighting of signs is necessary and will not have an adverse impact on adjoining properties or those using the public rights-of-way.
 - c. Expansions not to exceed 20 percent of the existing floor area of the structure or 1,000 square feet, whichever is less, may be approved at the time the conditional use permit is granted.
 - d. The proposed conditional use shall not be operated so as 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 use will dominate the immediate neighborhood, consideration shall be given to:
 - i. The functional classification of the street on which the site is located,
 - ii. The surrounding residential densities,
 - iii. The location, nature, and height of buildings, structures, walls and fences on site,
 - iv. The amount of parking needed for the proposed use and the amount of parking provided on site, and
 - v. The nature and extent of landscaping and screening on the site.
 4. 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 R-TH, Residential Townhouse District requirements.
 5. Sidewalk is required along the entire length of property frontage on both E. Blaine Street and Pacific/Patterson, or a fee paid in-lieu-of sidewalk construction, which must first be reviewed and approved by the Administrative Review Committee (ARC).
 6. After review and discussion with the applicant's design professional, one indoor and one outdoor amenity from the Revised Multi-Family Location and Design Guidelines has been added to the proposed site to be consistent with other new multi-family developments.

-
7. Approval of this request will provide for the redevelopment of the subject property which is already served with public infrastructure and services and is not expected to adversely impact the surrounding properties.
 8. The proposed Conditional Use Permit was reviewed by City departments and comments are contained in Attachment 1.

NEIGHBORHOOD MEETING:

Neighborhood meetings have been cancelled due to the Mayor's Proclamation of Civil Emergency. Property owners and residents were mailed a comment card to provide their comments.

PUBLIC NOTIFICATION:

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

Notices sent to property owners within 185 feet:	Mailed: 44	Returned: 0
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DEPARTMENT COMMENTS:

ATTACHMENT 1 CONDITIONAL USE PERMIT 448

BUILDING DEVELOPMENT SERVICES COMMENTS:

1. Since this project is an adaptive reuse of an abandoned storage/warehouse building, a change of use from S-1 (Moderate Hazard Storage) to R-2 (Multifamily Residential dwelling) will be required.
2. Each unit shall be provided with a direct exit to the outside.
3. A full set of construction documents shall be submitted to the City for review and building permit before any construction starts.

CITY UTILITIES COMMENTS:

No issues with proposed CUP. Some Electric relocations will likely be necessary during construction process to facilitate new use.

CLEAN WATER SERVICES COMMENTS:

No objection to the use permit. Public sewer is available for the existing building. Refer to the comments for PREDEV2020-00317 for sewer connection requirements.

FIRE DEPARTMENT COMMENTS:

No issues with CUP.

STORMWATER DIVISION COMMENTS:

The property is in the **Jordan Creek North Branch** drainage basin.

The property **is** located in a FEMA designated floodplain.

Staff **is** aware of flooding problems in the area.

There **is not a** sinkhole at this location.

Due to this site's proximity to the floodplain, a fee in lieu of on-site stormwater detention **will be allowed**.

The property **is not in a stream buffer area**.

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

1. Post development peak run-off rates shall not exceed pre-development peak run-off rates for the 1, 10 and 100 year rain events. Any increase in impervious surfacing will require the development to meet current detention and water quality requirements.
2. If disturbing 1 acre or greater, water quality will also have to be provided.

3. Please keep in mind that more detailed stormwater calculations will have to be submitted before any permits can be approved.
4. A land disturbance permit will be required if disturbing 1 acre or greater.
5. If disturbing more than one acre water quality will be required as well.

TRAFFIC DIVISION COMMENTS:

STREET CLASSIFICATION, RIGHT-OF-WAY, & JURISDICTION

City's Transportation Plan classifies E. Blaine Street as a Collector roadway and S. Patterson Avenue as a Local roadway. The standard right-of-way width for E. Blaine Street is 30-feet from the centerline and 25-feet from the centerline for S. Patterson Avenue. It appears no additional right-of-way is needed along E. Blaine Street. A survey is recommended to determine the exact amount of existing right-of-way. Both E. Blaine Street and S. Patterson Avenue are city-maintained streets.

TRAFFIC COUNTS & ON-STREET PARKING

There are no recent traffic counts on E. Blaine Street or S. Patterson Avenue. On-street parking is not allowed along E. Blaine Street, but is allowed on S. Patterson Avenue.

DRIVEWAY ACCESS

There is currently one driveway access point onto the property from E. Blaine Street and one driveway access point onto the property from S. Patterson Avenue. Both of these driveway approaches must be reconstructed to meet existing City standards. Any new proposed driveway approaches must meet the minimum spacing requirements for the road classification access is being requested.

SIDEWALK

There is not existing sidewalk along the property frontage of E. Blaine Street or S. Patterson Avenue. Sidewalk is required to be constructed along the property frontage on E. Blaine Street and S. Patterson Avenue to current City Standards as a part of this development/rezoning or an application to the ARC to pay a fee in lieu of. If approved, the fee must be paid prior to issuance of a building permit. The existing infrastructure meets current City Standards.

TRAILS, BUS STOPS, & ADDITIONAL INFORMATION

There are no Greenway Trails in the area surrounding the property pertaining to this zoning. There are no bus stops along the property frontage on E. Blaine Street. The proposed development is in an area that provides for multiple direct connections and provides for good connectivity in the area.

IMPROVEMENTS

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

SITE PLAN

Detailed site-specific comments.

TRAFFIC - TABLE 1: PLANNED DEVELOPMENT/CONDITIONAL USE PERMIT DETAILS

	Street Name	Street Classification	On-Street Parking	Existing Street ROW from Centerline (ft.) (Approx.)	Required Street ROW from Centerline (ft.)
Street 1	E. Blaine Street	Collector	No	30	30
Street 2	S. Patterson Avenue	Local	Yes	25	25

	AM Peak	PM Peak	Weekday	Weekend
Existing Trips Generated	6	7.2	72	
*Proposed Trips Generated	16.8	20.4	216	
Additional Trips Generated	10.8	10.8	144	

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

REQUIREMENTS FOR APPROVAL:

ATTACHMENT 2 CONDITIONAL USE PERMIT 448

1. An adaptive reuse of a nonresidential structure in a residential district for multi-family residential uses, as defined in Section 36-363 of the Zoning Ordinance, is permitted in conformance with Attachment 5.
2. The adaptive reuse of a nonresidential structure in a residential district, as defined in Section 36-363 of the Zoning Ordinance, shall comply with all the standards listed in Attachment 3.
3. Signage shall be limited to one free-standing sign with a maximum sign area of 20 square feet and wall signs with a maximum sign area of ten percent of the facade. Wall signs shall only be located on facades with street frontage. Signs shall not be internally lit or externally illuminated by any means unless specifically modified by the conditional use permit. The applicant shall demonstrate that lighting of signs is necessary and will not have an adverse impact on adjoining properties or those using the public rights-of-way.
4. Any proposed detached sign must be located outside of any right-of-way, easements or sight triangles and meet all requirements of Section 36-454 of the Zoning Ordinance.
5. One indoor and one outdoor amenity from the Revised Multi-Family Location and Design Guidelines must be added to the site to be consistent with other new multi-family developments.
6. Sidewalk is required along the entire length of property frontage on both E. Blaine Street and Pacific/Patterson, or a fee paid in-lieu-of sidewalk construction, which must first be reviewed and approved by the Administrative Review Committee (ARC). The fee must be paid prior to issuance of a building permit.
7. All other standards of the Zoning Ordinance and other applicable ordinances shall be adhered to.

STANDARDS FOR CONDITIONAL USE PERMIT 448

ATTACHMENT 3

36-363 (10) Standards. An application for a conditional use permit shall be granted only if evidence is presented at the public hearing which establishes the following:	Applicant's Response:	Staff response:
1. The proposed conditional use will be consistent with the adopted policies in the Springfield Comprehensive Plan.	The property is currently zoned R-TH, the proposed plan conforms with the adaptive use regulation for multi-unit residential at the density allowed for under R-TH zoning.	The R-TH district is intended to accommodate a variety of housing types, including single-family detached, single-family semi-detached, duplex, and townhouse dwellings, at low to moderate residential densities (approximately 11 units per acre). This district is also intended to function as a transition between the less intense single-family district and more intense multifamily districts. Certain other structures and uses necessary to serve governmental, educational, religious, recreational, and other needs of neighborhoods are allowed as permitted or conditional uses subject to restrictions intended to preserve and protect the residential character of the district. The R-TH district allows an adaptive use of nonresidential structures in accordance with subsection 36-363(10)(b)4 with a Conditional Use Permit.
2. The proposed conditional use will not adversely affect the safety of the motoring public and of pedestrians using the facility and the area immediately surrounding the site.	The site currently has two entrances, one of E Blaine and the other off E Pacific. The proposed site design adequate addresses both vehicle and pedestrian access and movement.	Public Works Traffic Division has reviewed the application and has determined that conditional use will not adversely affect safety of the motoring public and of pedestrians. Traffic comments are provided in Attachment 1.
3. The proposed conditional use will adequately provide for safety from fire hazards and have effective measures of fire control.	The proposed improvement plans will be permitted through the City of Springfield Building Department and will satisfy all fire safety measures.	The Fire Department has reviewed this request and has no concerns with regard to safety from fire hazards and fire controls. Fire comments are provided in Attachment 1.
4. The proposed conditional use will not increase the hazard to adjacent property from flood or water damage.	The impervious cover percentage of the existing site will not increase. The proposed improvement will occur within the existing building envelope. The	Public Works Stormwater Division has reviewed this request and provided comments in Attachment 1. Staff is aware of

36-363 (10) Standards. An application for a conditional use permit shall be granted only if evidence is presented at the public hearing which establishes the following:	Applicant's Response:	Staff response:
	existing parking is adequately sized to accommodate the needed parking.	flooding problems in the area If the project increases the amount of impervious surfacing; detention and water quality is required according to Chapter 96. A fee in lieu of on-site stormwater detention will not be allowed.
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.	This will be a residential use, which conforms with the surrounding duplexes. It is expected that the noise will be of a nature and character of the surrounding properties.	It is not expected that the proposed use will have noise characteristics that exceed Zoning Ordinance standards since the use is residential and similar to surrounding properties.
6. The glare of vehicular and stationary lights will not affect the established character of the neighborhood, and to the extent such lights will be visible from any residential district, measures to shield or direct such lights to eliminate or mitigate such glare are proposed.	The parking configuration and access are located where this does not appear that it will be an issue.	Off-street parking must shield vehicular and stationary lights from residential uses following Zoning Ordinance requirements.
7. The location, lighting, and type of signs and the relationship of signs to traffic control is appropriate for the site.	The architect and electrical engineer will provide a photometric plan that provides adequate lighting for the facility. The sign will be of a size and located in a manner not to inhibit sight distance or impact traffic safety in any way.	The development will be subject to the signage standards of the Zoning Ordinance including the restrictions of the Adaptive Reuse section for a conditional use.
8. Such signs will not have an adverse effect on any adjacent properties.	The sign location will be located and illuminated in a manner consistent with the photometric plan so that it will not adversely impact adjacent properties.	The development will be subject to the signage standards on the Zoning Ordinance and is not expected to 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.	The two existing access points will adequately support vehicle traffic from the proposed use.	Public Works Traffic Division has reviewed the application and has determined that the existing infrastructure is adequate; however, sidewalk is required to be constructed along the property frontage on E. Blaine Street and S. Patterson Avenue to current City Standards as a part of this development/rezoning or an application to the ARC to pay a fee in lieu of. If approved, the fee must be paid prior to issuance of a building permit. No additional

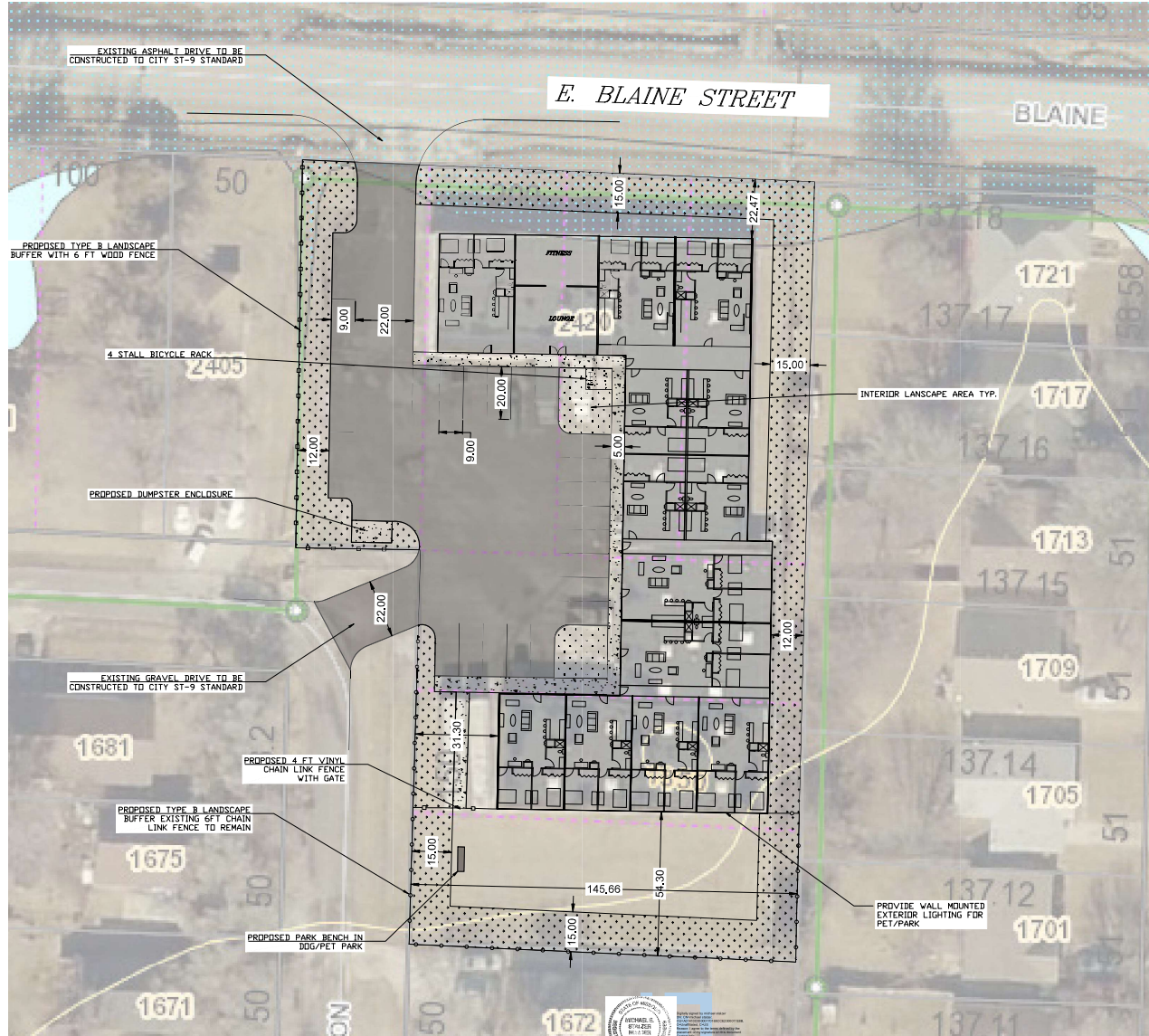
36-363 (10) Standards. An application for a conditional use permit shall be granted only if evidence is presented at the public hearing which establishes the following:	Applicant's Response:	Staff response:
		right-of-way is required for the adjacent streets.
10. The proposed conditional use will not 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.	The surrounding uses are single family residential and duplex. The proposed multi-family residential use, facility parking, and traffic are compatible with R-TH zoning and surrounding residential uses.	It is not anticipated that the proposed multi-family units will have an adverse effect or be incompatible with the adjacent and surrounding properties. A bufferyard is required along the all property boundaries.
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.	The proposed improvements are limited to the existing building. Given the one-story structure was constructed in 1952 and the surrounding residences were constructed around the facility, one can safely say that the structure does not dominate the neighborhood but is a fixture of it. The landscaping and screening will be designed in a manner to meet City Code.	The standards of the Zoning Ordinance adequately address these issues. A bufferyard type B is required along all property boundaries. A solid fence is not required unless providing screening from the off-street parking lot or trash dumpsters. There is a portion of the building that is closer than 15 feet to the property line and would be considered nonconforming to the Zoning Ordinance bufferyard requirements.
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.	The physical features of the site will remain unchanged, other than the addition of required landscaping.	The applicant's response adequately addresses this condition.
13. The proposed conditional use will not result in the destruction, loss or damage of any natural, scenic or historic feature of significant importance.	No destruction or loss will occur.	The applicant's response adequately addresses this condition.
14. The proposed conditional use otherwise complies with all applicable regulations of the Article, including lot size requirements, bulk regulations, use limitations and performance standards.	The conditional use complies with all applicable regulations.	The proposed use appears to comply with applicable regulations.
15. The proposed conditional use at the specified location will contribute to or promote the welfare or convenience of the public.	The intent of the project is to provide needed affordable housing.	The applicant's response adequately addresses this condition.

36-363 (10) Standards. An application for a conditional use permit shall be granted only if evidence is presented at the public hearing which establishes the following:	Applicant's Response:	Staff response:
16. Off-street parking and loading areas will be provided in accordance with the standards set out in 36-455, 36-456 and 36-483 of this Article, and such areas will be screened from any adjoining residential uses and located so as to protect such residential uses from any injurious effect	The proposed project requires 24 spaces, and 24 spaces have been provided in a manner that utilizes the existing parking lot. The parking lot will be screened per City code.	The applicant appears to meet the off-street parking requirements and provide additional bicycle parking for proposed residents.
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.	The two existing access points will adequately support vehicle traffic from the proposed use.	Public Works Traffic Division has reviewed the proposed site plan and has determined that it meets this condition.
18. The vehicular circulation elements of the proposed application will not create hazards to the safety of vehicular or pedestrian traffic on or off the site, disjointed vehicular or pedestrian circulation paths on or off the site, or undue interference and inconvenience to vehicular and pedestrian travel.	The existing parking lot will safely accommodate both vehicle and pedestrian traffic.	Public Works Traffic Division has reviewed the proposed site plan and has determined that it will not create these hazards. Sidewalk is required to be constructed along the property frontage on E. Blaine Street and S. Patterson Avenue to current City Standards as a part of this development/rezoning or an application to the ARC to pay a fee in lieu of. If approved, the fee must be paid prior to issuance of a building permit
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.	Given the building and site are constructed and the improvements will be limited to the building footprint, no interference will occur with the items mentioned.	The applicant's response adequately addresses this condition.
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.	Improvement plans will be prepared by licensed engineers, and an architect. These plans will meet all requirements necessary to obtain a City building permit.	The applicant's response adequately addresses this condition. The development is required to adhere to all standards of the Zoning Ordinance and other applicable ordinances.
21. The proposed conditional use will be served adequately by essential public facilities and services such as highways, streets, parking spaces, police and fire protection, drainage structures, refuse disposal, water and sewers, and schools; or that the	Currently, the building is served by City Utilities and the City of Springfield. As part of the permit process, all necessary services will be maintained or upgraded to adequately serve the proposed use.	This request will provide for the productive use of the subject property which is already served with public infrastructure and services.

36-363 (10) Standards. An application for a conditional use permit shall be granted only if evidence is presented at the public hearing which establishes the following:	Applicant's Response:	Staff response:
persons or agencies responsible for the establishment of the proposed use will provide adequately for such services.		

36-363 (10)(b)4.c. Approval standards. All applications for a use permit for the uses listed above shall comply with the following requirements:	Applicant's Response:	Staff response:
i. Hours during which the establishment is open to the public shall be limited to a daily period extending from 7:00 a.m. to 6:00 p.m. unless specifically modified by the conditional use permit. The applicant shall demonstrate that additional hours are necessary and will not have an adverse impact on adjoining properties.	This will be a residential use, which conforms with the surrounding duplexes. It is expected that the noise will be of a nature and character of the surrounding properties.	This standard would not apply to a standalone residential use such as this. There are not any uses that would be open to the public; rather, for private users and guests.
ii. Signage shall be limited to one free-standing sign with a maximum sign area of 20 square feet and wall signs with a maximum sign area of ten percent of the facade. Wall signs shall only be located on facades with street frontage. Signs shall not be internally lit or externally illuminated by any means unless specifically modified by the conditional use permit. The applicant shall demonstrate that lighting of signs is necessary and will not have an adverse impact on adjoining properties or those using the public rights-of-way.	The sign location will be located and illuminated in a manner consistent with the photometric plan so that it will not adversely impact adjacent properties.	The sign permit for this site must comply with these standards.
iii. Expansions not to exceed 20 percent of the existing floor area of the structure or 1,000 square feet, whichever is less, may be approved at the time the conditional use permit is granted.	No expansions are proposed with this CUP.	The developer/owner must complete with this standard if they seek a future expansion. No future expansion is proposed at this time.
iv. The proposed conditional use shall not be operated so as 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 use will dominate the immediate neighborhood, consideration shall be given to: A. The functional classification of the street on which the site is located;	Applicant shall comply	Blaine Street is classified as a Collector roadway and Patterson is classified as a Local roadway. Residential uses are permitted access to either of these types of roadways and preferably with shared accesses as in this case.
B. The surrounding residential densities;	Applicant shall comply	The proposed residential density is 11 dwelling units per acre

36-363 (10)(b)4.c. Approval standards. All applications for a use permit for the uses listed above shall comply with the following requirements:	Applicant's Response:	Staff response:
		which is comparable to the R-TH District which this property is zoned and surrounded by to the south and west.
C. The location, nature and height of buildings, structures, walls and fences on the site;	Applicant shall comply	The proposed site appears to comply with all requirements except the existing nonconforming structure encroaches into the required bufferyard by 3 feet.
D. The amount of parking needed for the proposed use and the amount of parking provided on site; and	Applicant shall comply	The applicant is providing the required off-street parking spaces for each residential unit as well as bicycle parking.
E. The nature and extent of landscaping and screening on the site.	Applicant shall comply	The proposed site plan appears to comply with all bufferyard and landscaping requirements.



SITE DATA:

PROJECT LOCATION: 2420 E. BLAINE STREET
CURRENT USE: OFFICE WAREHOUSE

PROPOSED USE: ADAPTIVE USE OF NONRESIDENTIAL STRUCTURE IN A RESIDENTIAL DISTRICT

ZONING: R-TH (RESIDENTIAL TOWNHOUSE DISTRICT)
ADAPTIVE USE - CONDITIONAL USE MULTI UNIT RESIDENTIAL

TOTAL NUMBER OF UNITS - 4 -1 BEDROOM (625 SF EA)
 9 -2&3 BEDROOM (1100 SF EA)

PARKING REQUIRED - 1 BEDROOM 4 X 1.5 = 6
 2&3 BEDROOM 9 X 2 = 18

TOTAL REQUIRED PARKING = 24 SPACES

PARKING PROVIDED - 19 (9X20)
PARKING PARALLEL - 4 (9X25)
 4 BIKE RACK SPACES - 1

TOTAL PROVIDED = 24 SPACES

TOTAL BUILDING SF - 15,238
CEILING HEIGHT - 11 FT

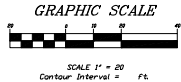
SITE AREA - 1.22 ACRES (53,153 SF)
 1.22 ACRES X 11 UNITS/ACRE = 13 UNITS

EXISTING IMPERVIOUS SURFACE AREA - 31,361 SF
BUILDING - 15,238 SF
PARKING - 16,123 SF

EXISTING AREA IN OPEN SPACE - (53153-31361)/53153 = 41%

PROPOSED IMPERVIOUS SURFACE AREA - 29,359 SF
BUILDING - 15,238
ASPHALT - 12,293
CONCRETE - 1,828

PROPOSED AREA IN OPEN SPACE - (53153-29359)/53153 = 44%



1	01/25/2021	PER CITY COMMENT
NO.	DATE	REVISION

MICHAEL STALZER, PE
 MISSOURI REG. PROF. ENGINEER No.: 26709
 1608 W. RIVERSIDE STREET
 SPRINGFIELD, MO 65807
 417-860-3607 - MESTALZER@GMAIL.COM

MICHAEL STALZER, PE
 MISSOURI REG. PROF. ENGINEER No.: 26709

2420 E. BLAINE STREET

OVERALL SITE PLAN

SHEET NUMBER
C-1
 OF 1 SHEETS

One-rdg. _____
P. Hrngs. _____
Pgs. 6
Filed: 03-02-21

Sponsored by: Schilling

First Reading: _____

Second Reading: _____

COUNCIL BILL 2021- 055

SPECIAL ORDINANCE _____

AN ORDINANCE

1 APPROVING the plans and specifications for the Southwest Treatment Plant
2 Lab/Administration Building Improvements; accepting the base bid of
3 Bales Construction Company, Inc., in the amount of \$575,800, plus a
4 10 percent contingency, for said project; authorizing the City Manager,
5 or his designee, to enter into a contract with such bidder; and
6 approving a budget adjustment to amend the Fiscal Year 2020-2021
7 Budget for the Department of Environmental Services in the amount of
8 \$633,380 by appropriating reserves of the Clean Water Enterprise
9 Fund.

10 _____
11
12 WHEREAS, Bales Construction, Inc., is the lowest responsive and responsible
13 bidder for the Southwest Treatment Plant Lab/Administration Building Improvements
14 project, (the "Project" or "STL12"); and
15

16 WHEREAS, the Project will upgrade the Southwest Treatment Plan lab and
17 administration building by exterior improvements to building efficiency through
18 replacement of the roof, doors, and windows; and
19

20 WHEREAS, interior improvements will include replacing flooring that contains
21 asbestos and minor remodeling of the entryway and kitchen area; and
22

23 WHEREAS, the Project was included in the City's Capital Improvements
24 Program as project #06-0061: SW Treatment Plant-Administrative and Maintenance
25 Facility Improvements; and
26

27 WHEREAS, bids for this Project were solicited by advertisement in *The Daily*
28 *Events* from January 13, 2021, to January 19, 2021, as well as on the City Purchasing
29 Department website, and bids were opened on February 11, 2021.
30

31 NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF
32 SPRINGFIELD, MISSOURI, as follows, that:
33

34 Section 1 – City Council hereby approves the plans and specifications for the
35 STLI2 Project and accepts the bid of Bales Construction, Inc., for said Project, at the
36 price and sum of \$575,800, except as said sum may be lawfully increased or decreased
37 by the actual quantities of work units involved, plus a 10 percent contingency.
38

39 Section 2 – The City Manager, or his designee, is hereby authorized to enter into
40 a contract with said bidder for such work, said contract to be in a form approved by the
41 City Attorney or designee, and in accordance with the terms of the bid, the plans, and
42 the specifications, and to do those things necessary to carry out the intent of the
43 contract and Project.
44

45 Section 3 – All workers performing work under the contract shall be paid a wage
46 of no less than the prevailing hourly rate of wages for work of a similar character in this
47 locality or the public works contracting minimum wage, whichever is applicable.
48 Contractor shall fully comply with the provisions and requirements of the Missouri State
49 Prevailing Wage Law. Contractors and any subcontractor performing work under this
50 contract must provide a 10-hour OSHA construction safety training program, or similar
51 program approved by the Department of Labor, for on-site employees, unless
52 employees demonstrate they previously completed the program.
53

54 Section 4 – City Council hereby amends the budget for Fiscal Year 2020-2021 of
55 the Environmental Services in the accounts and in the amounts as shown on Budget
56 Adjustment No. 060, a copy of which is attached hereto and incorporated herein by this
57 reference as “Exhibit A.”
58

59 Section 5 – City Council hereby finds that the budget adjustment made above
60 has been recommended by the City Manager and further finds that the budget
61 adjustment herein is necessary to meet the need for relevant public expenditure.
62

63 Section 6 – City Council hereby directs the City Manager to cause the
64 appropriate accounting entries to be made in the books and records of the City.
65

66 Section 7 – This Ordinance shall be in full force and effect from and after
67 passage.
68

69 Passed at meeting: _____
70

71
72 _____
73 Mayor
74

75 Attest: _____, City Clerk
76

77 Filed as Ordinance: _____
78
79

80 Approved as to form: Jim Millington, Deputy City Attorney
81
82
83 Approved for Council action: Jason A. Hays, City Manager

EXPLANATION TO COUNCIL BILL 2021-055

FILED: 03-02-21

ORIGINATING DEPARTMENT: ENVIRONMENTAL SERVICES

PURPOSE: Approving the plans and specifications for the Southwest Treatment Plant Lab/Admin Building Improvements (STLI2); and accepting the base bid of Bales Construction Company, Inc., in the amount of \$575,800; and authorizing the City Manager, or his designee, to enter into a contract necessary for completion of said project and bidder; and approving a budget adjustment to amend the Fiscal Year 2020-2021 Budget for the Department of Environmental Services in the amount of \$633,380 to appropriate reserves of the Clean Water Enterprise Fund.

BACKGROUND AND REMARKS:

1. The Southwest Wastewater Treatment Plant lab and administration building has not been upgraded in over 25 years and is in need of significant repair and updates. The Southwest Treatment Plant Lab/Admin Building Improvements project (Special Ordinance 27383 approved by council on September 8, 2020) replaced the building fume hoods and HVAC. The second phase of this project (STLI2) includes exterior improvements to building efficiency and reducing numerous leaks through replacement of the roof, doors, and windows. Interior improvements include replacing flooring that contains asbestos and minor interior renovations that include remodeling the entryway and kitchen area.

This project is included in the City's Capital Improvements Program as project #06-0061: SW Treatment Plant-Administrative and Maintenance Facility Improvements.

2. Plans, specifications, and a cost estimate have been prepared by Buxton Kubik Dodd for Environmental Services and are on file at the Southwest Wastewater Treatment Plant.
3. The project was advertised in the *Daily Events* from 1-13-21 through 1-19-21 as well as the City Purchasing Department website.
4. Bids were opened by the City Purchasing Department on February 11, 2021, at 3:00 pm. The following bids were received:

<u>CONTRACTOR</u>	<u>BID AMOUNT</u>
Bales Construction, Inc.	\$575,800
Branco Enterprises, Inc.	\$705,700
Carson-Mitchell, Inc.	\$623,063
Friga Construction Company	\$676,500

Mechanical Services, Inc. DBA MSI Constructors \$702,217

Architect's Estimate \$842,637.29

5. An evaluation of the bids was performed in accordance with the bid documents prepared by the City Purchasing Department to determine the highest scoring qualified responsive bidder. The evaluation considered price, references, experience, qualifications, pre-bid attendance, and time of completion.
6. Bales Construction, Inc. submitted the highest evaluation score of responsive bidders. The bid price was 32% below the architect's estimate. Based on the above evaluation of the bid documents, qualifications, and the Purchasing Department's recommendation, Environmental Services recommends awarding this project to Bales Construction, Inc. for \$575,800.
7. A budget adjustment of \$633,380 is requested to cover the construction costs plus 10% contingency. Funds for the budget adjustment will come from the reserves of the sanitary sewer system.

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

Recommended by:



Brian Wirth

Superintendent of Treatment Plants

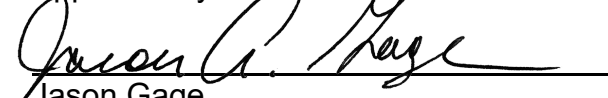
Submitted by:



Errin Kemper

Director of Environmental Services

Approved by:



Jason Gage

City Manager

CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Exhibit A

Budget Adjustment
060

Revenues:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
Net Revenue Adjustment						\$ -	

Expenditures:

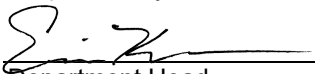
Fund	Dept	Org	Account	P&G	Location	Amount	Description
53020	08	33520	509110	102843	00000	\$633,380	Southwest Wastewater Treatment Plant Lab/Administration Building Roof & Other Exterior/Interior Improvements
Net Expenditure Adjustment						\$ 633,380	

Fund Balance Appropriation:

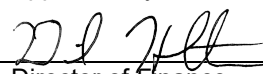
Fund	Title	Amount
53020	Clean Water Improvement Fund	\$ (633,380)

Explanation: To amend the FY2020-21 budget by appropriating Environmental Services Clean Water Enterprise Fund reserves for the Southwest Wastewater Treatment Plant Lab/Administration Building roof and other exterior/interior improvements.

Requested By:


Department Head 3/2/21
Date

Approved By:


Director of Finance 3/2/21
Date

Authorization:

Council Bill No. 2021-055
Ordinance No. _____
1st Reading _____
2nd Reading _____
Journal Imp No. _____

City Manager Date

One-rdg. _____
P. Hrngs. _____
Pgs. 74
Filed: 03-02-21

Sponsored by: Hosmer

First Reading: _____

Second Reading: _____

COUNCIL BILL 2021- 056

SPECIAL ORDINANCE _____

AN ORDINANCE

AUTHORIZING the City Manager, or his designee, to enter into a Wastewater Service Contract and Mutual Aid Agreement with the Ozarks Clean Water Company for the purpose of continuing to provide contract wastewater service to the English Village mobile home park and approved, adjacent areas in Christian County.

WHEREAS, Ozarks Clean Water Company (herein after referred to as "OCWC"), is a nonprofit water and sewer company described in Chapter 393 of the Revised Statutes of Missouri, which assumed ownership, operation, and maintenance of the wastewater collection system (hereinafter referred to as the "English Village Sewer Collection System") that serves the English Village mobile home park and approved, adjacent areas in Christian County, Missouri (hereinafter referred to as "English Village"); and

WHEREAS, Springfield owns and operates a regional Publicly Owned Treatment Works (hereinafter "POTW") and has capacity to receive and treat wastewater from surrounding communities, which will provide an environmental benefit to the region by offering effective, efficient, and lower cost wastewater treatment rather than smaller, separate wastewater treatment facilities; and

WHEREAS, in a contract dated August 28, 2003, Springfield committed to treat the sewage from properties connected to the English Village Sewer Collection System operated by Ozark Water and Waste Water Management Co., Inc, d/b/a English Village Sewer System, a for-profit corporation certified by the Missouri Public Service commission ("PSC") which was subsequently sold to OCWC; and

WHEREAS, the original contract to treat English Village sewerage required a monthly remittance based upon a combined base charge and volume charge for each individual wastewater customer as well as a remittance of any new connection charges. The parties agree this payment method has historically proven cumbersome for both communities and a simplified method, based on a per 100 cubic feet (ccf) charge for total volume of metered wastewater flow discharged from the English Village Sewer Collection

System to the POTW at the point of connection is preferred and representative of the industry standard; and

WHEREAS, OCWC is authorized pursuant to its governing body, and as the owner of the English Village Sewer Collection System, to pay Springfield a volume charge for wastewater disposal, as determined by the Springfield City Council from time to time, and based upon the volume of wastewater discharged into Springfield's POTW to be determined by meter reading at the mutually agreed point(s) of connection to the POTW; and

WHEREAS, each party desires to enter into a Mutual Aid and Assistance Agreement which provides terms of mutual assistance in times of emergency, including provisions for reimbursement for equipment, supplies and personnel made available on an emergency basis, and for Fats, Oils, and Grease ("FOG") permitting and inspection services requested by OCWC.

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

Section 1 – The City Manager, or his designee, is hereby authorized to enter into a Wastewater Service Contract with Ozarks Clean Water Company, said agreement to be substantially in form and content as "Exhibit A," which is attached hereto and incorporated herein by this reference, with such changes as shall be approved by the City Attorney's Office, and to do all things necessary to carry out the intent of the Contract.

Section 2 – The City Manager, or his designee, is hereby authorized to enter into a Mutual Aid and Assistance Agreement with Ozarks Clean Water Company, said agreement to be substantially in form and content as "Exhibit B," which is attached hereto and incorporated herein by this reference, with such changes as shall be approved by the City Attorney's Office, and to do all things necessary to carry out the intent of the Agreement.

Section 3 – This Ordinance shall be in full force and effect from and after passage.

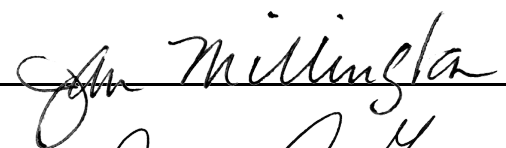
Passed at meeting: _____

Mayor

Attest: _____, City Clerk

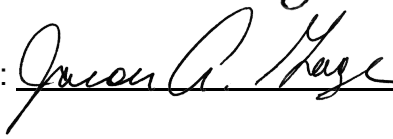
Filed as Ordinance: _____

80

81 Approved as to form: , Deputy City Attorney

82

83

84 Approved for Council action: , City Manager

EXPLANATION TO COUNCIL BILL 2021- 056

FILED: 03-02-21

ORIGINATING DEPARTMENT: Environmental Services

PURPOSE: To authorize the City Manager, or his designee, on behalf of the City, to enter into a Wastewater Service Contract as well as a Mutual Aid and Assistance Agreement with the Ozarks Clean Water Company for the purpose of continuing to provide contract wastewater service to the English Village mobile home park and approved adjacent areas in Christian County.

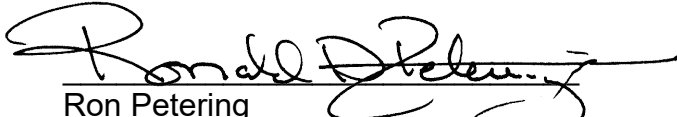
BACKGROUND INFORMATION: In 2003, the City entered into a Settlement Agreement (Ordinance 24838) with the Missouri Department of Natural Resources whereby the City was required to enter into a Wastewater Services contract to provide wastewater treatment for the English Village mobile home park and surrounding area.

Under the current contract the Ozarks Clean Water Company ("OCWC"), on behalf of English Village, makes a monthly payment to Springfield based on the number of wastewater connections and the total wastewater volume billed to its customers during that month. The contract allows English Village to deduct a percentage of this remittance to defer system operation and maintenance costs. In addition, Springfield's permit with the Missouri Department of Natural Resources ("MDNR") includes several operational requirements, including the need to adopt and maintain sewer use ordinances that prohibit certain substances from entering its sewer system. Since English Village's sewer collection system flows into and forms an extension of Springfield's permitted system, English Village is also required to adopt and maintain similar regulations.

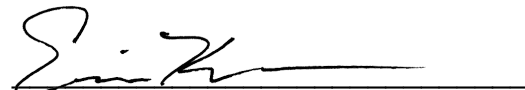
For the last 18 years, this agreement has served both parties well. However, following a lengthy review of the current agreement, it is evident the contract has proven unnecessarily cumbersome for both English Village and Springfield. Over the course of several months, both entities have worked to restructure the current wastewater contract to provide a more streamlined approach and improve contract conformity. In addition, both parties wish to enter into a Mutual Aid and Assistance Agreement which provides terms of mutual assistance in times of emergency including provisions for reimbursement for equipment, supplies and personnel made available on an emergency basis, and for Fats, Oils, and Grease ("FOG") permitting and inspection services requested by OCWC.

REMARKS: The Department of Environmental Services recommends approval of the proposed contract and would like to thank the Ozarks Clean Water Company for their work in restructuring the agreement.

Submitted by:


Ron Petering
Assistant Director of Environmental Services

Recommended by:


Errin Kemper
Director of Environmental Services

Approved by:

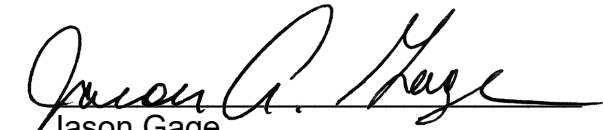

Jason Gage
City Manager

Exhibit A

WASTEWATER SERVICE CONTRACT

Between

CITY OF SPRINGFIELD, MISSOURI

and

OZARKS CLEAN WATER COMPANY
For the benefit of English Village

Dated:

TABLE OF CONTENTS

	<u>Page</u>
PREAMBLE.....	4
ARTICLE I – SHORT TITLE, DEFINITIONS AND GENERAL PROVISIONS	8
Section 101. Precedence; Short Title	8
Section 102. Meanings and Construction.....	8
A. Definitions	8
B. Construction	15
Section 103. Duration of the Contract.....	16
Section 104. Successors	17
Section 105. Parties of Interest.....	18
ARTICLE II – OPERATION AND MAINTENANCE OF THE POTW AND SATELLITE COMMUNITY SEWER COLLECTION SYSTEM	18
Section 201. Operation of POTW and Satellite Community Sewer Collection System.....	18
Section 202. Rules, Regulations and Other Details.....	19
Section 203. Regulations for Use: Satellite Community Discharge of Wastewater	20
Section 204. Regulations for Use: Industrial User Discharge of Wastewater	23
Section 205. Inflow and Infiltration	26
Section 206. Satellite Community’s Sewer Collection System and Connection to Springfield	27
Section 207. Connection to Springfield and Division of Costs.....	29
Section 208. Covenant Against Waiver	30
Section 209. Right of Inspection	30
Section 210. No Vested Rights of Satellite Community in POTW.....	31
Section 211. POTW Capacity	31
Section 212. Overflow Response Plan	31
Section 213. Mutual Aid Agreement.....	31
ARTICLE III – PAYMENT BY SATELLITE COMMUNITY	32
Section 301. Agreement to Pay	32
Section 302. Satellite Community’s Source Funds	32
Section 303. Satellite Community Collection of Charges.....	32
Section 304. The Contract Sum.....	33

Section 305. Meter Reading and Calibration	36
Section 306. Payment of Contract Sum.....	36
Section 307. Delinquent Payment by Satellite Community	36
Section 308. Contracts with Others	37
Section 309. Satellite Community’s User Charge System	37
Section 310. Resolution of Disputes	38
Section 311. Connection Fees	40
Section 312. Annual Records and Reports	40
A. Certified Annual Report	40
B. Failure to Comply.....	41
ARTICLE IV – MISCELLANEOUS	41
Section 401. Effective Date.....	41
Section 402. Performing Duties	42
Section 403. Further Assurances	42
Section 404. Limitations Upon Consent.....	42
Section 405. Form of Consent.....	43
Section 406. Conformity with Laws and Regulations.....	44
Section 407. Acts of God	44
Section 408. Nonassignability	44
Section 409. Amendments.....	45
Section 410. Severability.....	45
Section 411. Execution of Documents; Further Acts	45
Section 412. Waiver	45
Section 413. Remedies	46
Section 414. Entirety	46
Section 415. Applicable Law; Jurisdiction; Captions	46
Section 416. Injunctive Relief.....	47
Section 417. Authority	47
Section 418. Notice	47
Section 419. Indemnification	48

Exhibits:

- Exhibit A – Map of English Village Service Area
- Exhibit B – Settlement Agreement dated January 13, 2003
- Exhibit C – Identification of Connection Point(s)

SERVICE CONTRACT

between

CITY OF SPRINGFIELD
Greene County, Missouri

and

OZARKS CLEAN WATER COMPANY, a nonprofit water and sewer company.

THIS SERVICE CONTRACT, made and entered into this __ day of _____, 2021, (regardless of when signed by the parties hereto), is by and between THE CITY OF SPRINGFIELD, MISSOURI (herein referred to as “Springfield”), a Municipal Corporation and duly organized Constitutional Charter City, of the County of Greene, State of Missouri, and OZARKS CLEAN WATER COMPANY (herein after referred to as “OCWC”), a nonprofit water and sewer company described in Chapter 393 of the Revised Statutes of Missouri, which assumed ownership, and operation and maintenance, of the wastewater collection system (hereinafter referred to as the “English Village Sewer Collection System”) that serves the English Village mobile home park and approved, adjacent areas in Christian County, Missouri (hereinafter referred to as “English Village”) and depicted in Exhibit A attached hereto and incorporated herein by reference. This service contract is for the benefit of those connected to the English Village Sewer Collection System.

WITNESSETH:

WHEREAS, Springfield owns and operates a regional Publicly Owned Treatment Works (hereinafter “POTW”) and has capacity to receive and treat wastewater from surrounding communities, which will provide an environmental benefit to the region by offering effective, efficient, and lower cost wastewater treatment than smaller, separate wastewater treatment facilities; and

WHEREAS, in a contract dated August 28, 2003, Springfield, committed to treat the sewage from properties connected to the English Village Sewer Collection System operated by Ozark Water and Waste Water Management Co., Inc, d/b/a English Village Sewer System, a for-profit corporation certified by the Missouri Public Service commission (PSC); and

WHEREAS, thereafter Ozark Water and Waste Water Management Co., Inc sold and discontinued the treatment of sewage, and the collection system was taken over by English Village Not-for-Profit Sewer Corporation; and

WHEREAS, in 2018 English Village Not-for-Profit Sewer Corporation, merged with and, thereafter, changed its name to Ozarks Clean Water Company (OCWC), assuming all the rights, obligations and benefits of the original English Village Not-for-Profit Sewer Corporation; and

WHEREAS, it is in the best interest of the region for OCWC to own, operate and maintain the system of gravity sewers, lift stations and force mains to serve English Village customers, hereinafter referred to as the English Village Sewer Collection System; and

WHEREAS, OCWC, on behalf of English Village, is a customer of Springfield’s POTW, which has a wastewater service contract or user agreement with Springfield through OCWC (formerly English Village Not for Profit Sewer Corporation); and

WHEREAS, it is appropriate that if Springfield is to assume the obligation and expense of treating the sewage from the English Village Sewer Collection System, OCWC as the owner and operator of the English Village Sewer Collection System, shall cooperate with Springfield in providing assurances that the English Village Sewer Collection System is maintained and operated in an environmentally sound way in accordance with the law and this Contract; and

WHEREAS, Springfield represents this Contract is substantially similar to the contracts between Springfield and the cities of Willard, Strafford and Battlefield as satellite communities; and

WHEREAS, Springfield and OCWC agree to cancel any previous wastewater contract or agreement for service to English Village (subject to the provision in Section 101 hereof), and any amendments thereto (hereinafter “Original Contract”), and replace the same with a new Wastewater Service Contract (hereinafter “Contract” or “Service Contract”) for the collection and treatment of sewage from the English Village Sewer Collection System for English Village; and

WHEREAS, the City entered into a settlement agreement with the Attorney General of the State of Missouri on January 13, 2003, regarding the treatment of sewage from English Village, which is attached as Exhibit B; and

WHEREAS, the Original Contract to treat English Village sewerage required a monthly remittance based upon a combined base charge and volume charge for each individual wastewater customer as well as a remittance of any new connection charges. The parties agree this payment method has historically proven cumbersome for both communities and a simplified method, based on a per gallon charge for total volume of

metered flow discharged from the English Village Sewer Collection System to the POTW at agreed Connection Point(s) (identified in Exhibit C, attached hereto and incorporated herein by this reference) is preferred and representative of the industry standard; and

WHEREAS, OCWC is authorized pursuant to its governing body, and as the owner of the English Village Sewer Collection System, to pay Springfield a volume charge for wastewater disposal (hereinafter “Contract Sum”), such Contract Sum to be determined by the Springfield City Council from time to time, and based upon both the volume of water used by the residential, commercial, and industrial establishments of English Village and discharged into Springfield’s POTW together with such amounts, if any, of groundwater, surface water, and storm water that is allowed to be discharged into the POTW, said volume to be determined by meter reading at or near the mutually agreed Connection Point(s) to the POTW, as identified in Exhibit C. The Contract Sum to be fixed at such rate that shall, together with all other revenues of Springfield, ensure the provision of sufficient revenues for the operation, maintenance, rehabilitation and restoration of the POTW; and

WHEREAS, the POTW will be for the primary benefit of the users within the City of Springfield, Missouri.

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

ARTICLE I

SHORT TITLE, DEFINITIONS AND GENERAL PROVISIONS

SECTION 101. Precedence; Short Title

This Service Contract to accept and receive wastewater from the English Village Sewer Collection System shall supersede and have precedence over any prior wastewater service contract(s) or agreement(s), and amendments thereto, between Springfield and English Village, OCWC, or their predecessors, on behalf of English Village. Any prior contract(s) including the Original Contract and any amendments thereto is hereby rescinded and replaced in its entirety upon execution of this Service Contract; provided, however, that this Service Contract does not modify Springfield's obligation to accept and treat wastewater from English Village under the January 13, 2003 settlement agreement with the Missouri Attorney General, which is Exhibit B hereto.

SECTION 102. Meanings and Construction

A. Definitions

All terms which are defined herein shall have the same meaning for all purposes of this Service Contract as amended and supplemented, and of any instrument or document appertaining hereto and whether or not such term is capitalized when used (except where the context by clear implication otherwise requires).

“Act” or “Clean Water Act” – Refers to the Federal Water Pollution Control Act, also known as the Clean Water Act, as amended, 33 U.S.C. 1251, et seq., and the Missouri Clean Water Law, Chapter 644, Revised Statutes of Missouri.

“Annual Fee Study” – Springfield City Council annually approves fees related to the cost recovery for certain City services and functions. Each fee undergoes an annual study to determine the cost of the service.

“Annual Average Daily Flow” – The total volume of wastewater flowing into a Connection Point during any consecutive 365 days, divided by 365 and expressed in units of MGD. This volume includes the total volume of wastewater, together with any groundwater, surface water, and storm water that may be contributed into or permitted to enter the Satellite Community Sewer Collection System.

“Bonds” – All outstanding bonds issued by Springfield to date, and all subsequent bonds issued by it, or on its behalf, for the purpose of paying the cost of acquiring, constructing, improving or extending the POTW and all refunding bonds issued by it, or on its behalf, to refinance any such bonds. The term also includes sewer system revenue bonds issued to date and all subsequent bonds issued for the purpose of paying the cost of acquiring, constructing, improving and extending a sewer system, including land and easements, interceptor sewer lines, sewage treatment facilities, and refunding bonds.

“Bond Documents” – Springfield’s bond resolutions and all subsequent bond resolutions approved by Springfield’s Council, together with all documents necessary for authorizing and directing the issuance of sewer system revenue bonds and sewer system refunding bonds for the purpose of paying the cost of acquiring, constructing, improving and extending the POTW, including land and easements, interceptor sewer lines, and sewage treatment facilities.

“Connection” or “Connection Point(s)” – A piped tie-in to Springfield’s POTW which conveys sewage.

“Contract” or “Service Contract” – Means the terms of this agreement between Springfield and OCWC, on behalf of English Village, and all provisions contained herein. “Original Contract” means any prior contracts for treatment of English Village sewage between the parties, or their predecessors, and any amendments thereto, which are superseded by execution of this “Service Contract”, subject to Section 101 hereof.

“Contract Sum” – The amounts paid or required to be paid from time to time by OCWC to Springfield pursuant to Section 304 of this Service Contract.

“Domestic Waste” – The waterborne waste derived from ordinary household living processes including, but not limited to waters from water closets, urinals, lavatories, sinks, bathtubs, showers, household laundries, household garbage grinders and drinking fountains.

“English Village Sewer Collection System” - The system of gravity sewers, lift stations and force mains, designed to serve English Village customers and other approved connections as agreed to by both parties to this Service Contract.

“English Village Service Area” - The service area agreed to and depicted in Exhibit A designed to serve English Village customers and other approved connections agreed to by both parties to this Contract.

“Food Service Establishment” – Any establishment or operation where food is provided for individual portion service directly to the consumer, whether the food is provided free of charge or sold, and whether the food is consumed on or off the premises.

“Hauled Waste” – Waste transported by haulers and discharged to a publicly owned treatment works by a conveyance other than a pipe (e.g., by truck or rail). Hauled waste might be sewage or domestic waste, or it might include non-domestic waste, or a combination of both types of waste. The term “hauled waste” merely refers to the waste transportation method to the POTW. Hauled waste might include: chemical toilet waste, domestic septage, ground water remediation site waste, grease and sand trap waste, restaurant grease, landfill leachate, nonhazardous commercial and industrial (categorical and noncategorical) waste, and wastewater from hydrofracturing or other drilling processes.

“Hazardous Waste” – Any waste defined as such at 40 CFR 261 and/or 10 CSR 25-4.261.

“Hereby”, “Herein”, “Hereinabove”, “Hereinafter”, “Hereinbefore”, “Hereof”, “Hereto”, “Hereunder”, and any similar term, refer to this Contract and not solely to the particular portion thereof which such word is used; “Heretofore” means before the stated date of this Contract; and, “Hereafter” means after the stated date of this Contract.

“Indirect Discharge” – The introduction of pollutants into a POTW from any non-domestic source regulated under section 307(b), (c), or (d) of the Act.

“Industrial User” – In this Service Contract means any non-domestic user connected to the Sewer Collection System.

“Industrial Waste” – Any liquid or waterborne waste from an Industrial User, other than domestic waste.

“Infiltration” – Includes any storm water, surface water or groundwater that enters a sanitary sewer collection system through broken or defective pipes, improper

joints or connections, deteriorated manhole components, broken foundation drains or defective service laterals.

“Inflow” – Includes any storm water which gains access to a sanitary sewer collection system through direct sources, including, but not limited to vented manhole lids, downspouts, area drains, indirect storm sewer connections, storm sewer cross-connections and uncapped cleanouts below grade, roof drains, cellar or basement drains, sump pumps or yard drains.

“MDNR” – The Missouri Department of Natural Resources and any successor agency.

“MGD” - Million Gallons per Day.

“OCWC” or “Ozarks Clean Water Company” is the corporation that owns, operates and maintains the system of gravity sewers, lift stations and force mains comprising the “English Village Sewer Collection System”, for the benefit of English Village, but does not have a treatment plant to treat domestic sewage collected in English Village in an environmentally sound manner in accordance with applicable local, state and federal laws and regulations.

“OCWC Rules for Sewer Collection System Use” or “OCWC Rules” – The rules and regulations governing usage and connection to the English Village Sewer Collection System, which shall be maintained and enforced at all times by OCWC while this Service Contract is in effect.

“Original Contract” – Means any prior contracts between the parties, or their predecessors, for the benefit of English Village and any amendments thereto which are superseded by execution of this “Service Contract.”

“Publicly Owned Treatment Works” or “POTW” – For this Service Contract means the treatment works owned and operated by the City of Springfield, as defined by Section 212 of the Act, which includes any devices and systems used in the storage, treatment, recycling and reclamation of domestic and municipal sewage or industrial wastes of a liquid nature, including without limitation the interceptor trunk and connection, sewers, manholes, access junctions, metering, sampling and related structures, pump stations, treatment plants and support facilities, solid waste disposal systems and land, easements and rights-of-way, all as may be acquired or constructed by Springfield or acquired from others, whether interim or permanent facilities, whether existing or to be constructed to serve the needs of Springfield and its wastewater customers (excluding any Satellite Community or wholesale customer), and whether acquired or constructed as initially planned facilities, as extensions or replacements thereof or improvements thereto, all as necessary or appropriate to achieve Springfield’s purposes. This definition does not include the Sewer Collection System of any satellite community or wholesale customer.

“Pretreatment Program” – The documents (rules, regulations, ordinances, contracts, or agreements), procedures and funding mechanisms developed and adopted by Springfield in response to the requirements of Title 40 CFR Part 403 - “General Pretreatment Regulations for Existing and New Sources.” (hereinafter “40 CFR Part 403”).

“Rate(s)” – Such charges as are recommended by the Department of Environmental Services and adopted by the City Council of Springfield and which shall

always provide sufficient revenues for the operation and maintenance, including a reserve fund, of the POTW as determined by Springfield City Council;

“Sanitary Sewer Overflow” – A condition in which the wastewater flow rate in the POTW or Satellite Community Sewer Collection System exceeds the capacity of the sewer to the extent that untreated raw wastewater is discharged to waters of the State.

“Satellite Community” – For this Service Contract means the municipal entity, town, or sewer corporation that is a party to this Service Contract, other than the City of Springfield, that owns, operates and maintains its own system of gravity sewers, lift stations and force mains to serve the Satellite Community (hereinafter “Satellite Community Sewer Collection System” or “English Village Sewer Collection System”), but does not have a treatment plant to treat domestic sewage in an environmentally sound manner in accordance with applicable local, state and federal laws and regulations.

“Satellite Community Sewer Collection System” or “English Village Sewer Collection System” – For this Service Contract means the system of gravity sewers, lift stations and force mains owned by OCWC, for the benefit of English Village, and connected to Springfield’s POTW through a mutually agreed Connection Point(s), as shown in Exhibit C, which provides now or hereafter for the collection and conveyance of sewage or wastewater or any combination thereof as permitted by law.

“Sewage” – The spent water of a community which may be a combination of the liquid and water-carried wastes from residences, commercial buildings, industrial plants and institutions together with any groundwater, surface water, and storm water that may be contributed into or permitted to enter the Satellite Community Sewer Collection

System and the POTW. Sewage shall mean the same as the word ‘wastewater’ and is used interchangeably.

“Urban Service Area” or “USA” – For this Service Contract means the developed, undeveloped, or agricultural land, either incorporated or unincorporated, within the sphere of influence of a city, which is served or proposed to be served, by urban facilities, utilities, and services in a specified urban service area boundary adopted by Springfield’s governing body.

“Urban Boundary Agreement” – For this Service Contract means the mutually agreed boundary between a satellite community and City of Springfield, for the purpose of governing future growth of both cities, if the satellite community is a municipality or governmental subdivision.

“User Fee” – The user fees and charges assessed by OCWC and collected from Satellite Community customers for wastewater services.

“Wastewater Regulations” or “Regulations for Use” – Springfield City Code Chapter 120 - Wastewater Regulations, as may be amended from time to time by Springfield City Council.

“Wastewater” – Same as the definition for “Sewage” above.

B. Construction

This Service Contract, except where the context by clear implication herein otherwise requires, shall be construed as follows:

- (1) All interpretations and applications of this Service Contract shall be construed to apply only to the extent that the terms of this Service Contract impact the services provided by Springfield to OCWC for the benefit of English Village.

- (2) Definitions include both singular and plural; pronouns include both singular and plural and cover all genders;
- (3) Articles, sections, subsections, paragraphs, and subparagraphs mentioned by number, letter and otherwise, correspond to the respective articles, sections, subsections, paragraphs and subparagraphs of this Service Contract so numbered or otherwise so designated;

SECTION 103. Duration of the Contract

This Service Contract and each and every provision hereof shall remain in full force and effect until such time as Springfield and the Missouri Department of Natural Resources (MDNR) mutually agree the sewage from the English Village Sewer Collection System can be treated by another party.

No one shall be permitted to connect to the English Village Sewer Collection System except users or the grantees, tenants, successors or assigns of current users of the English Village Sewer Collection System, and then only for the same or similar use with the same or similar type and quantity of discharges as current users. OCWC and/or English Village shall prevent anyone who is outside of the Existing Service Area, referenced in Exhibit A, from connecting to the English Village Sewer Collection System.

Termination. Springfield reserves the right to terminate this Service Contract for cause with 18 months' written notice of the nature of breach provided to Satellite Community. The occurrence of the itemized nature of breach will justify termination for cause, unless Satellite Community begins, within seven (7) days of receipt of notice, to

cure its breach of the terms of the contract and proceeds diligently to cure such breach within no more than 30 days of receipt of said notice. If Satellite Community is diligently proceeding to cure such default, but such cure cannot be accomplished within 30 days, Satellite Community may, as part of its cure, request a reasonable amount of additional time, up to an additional sixty (60) days to cure any breach. The total right to cure shall not exceed 90 days. If the default is cured prior to the end of the cure period, then the notice of termination shall be null and void. Either party may initiate a mediation proceeding following the procedures set forth in Section 310 below after the initial 30-day time frame.

SECTION 104. Successors

Wherever Springfield or Satellite Community is referred to herein, such provision shall be deemed to include the successors of Springfield or Satellite Community, as the case may be, whether so expressed or not. All of the covenants, stipulations, obligations and agreements by or on behalf of and for the benefit of Springfield or Satellite Community contained herein, shall bind and shall inure to the benefit of such successors and shall bind and shall inure to the benefit of any officer, board, commission, council, authority, agent, or instrumentality to whom or to which there shall be transferred by or in accordance with law any powers, duty or function of Springfield or Satellite Community respectively, or of its successors, the possession of which is necessary or appropriate in order to comply with any such covenant, stipulation, obligation, agreement, or other provision hereof.

SECTION 105. Parties of Interest

Nothing in this Service Contract expressed or implied is intended or shall be construed to confer upon any person, firm or corporation, other than the parties hereto, any rights, remedy or claim, legal or equitable, under or by reason of this Service Contract, this Service Contract being intended to be and being for the sole and exclusive benefit of the parties hereto. For the purpose of the enforcement of collection of revenue owed to Springfield, Springfield may pledge, assign and transfer the right to receive and collect Contract Sums provided for in this Service Contract; and from and after such pledge, assignment and transfer, such assignee shall have Springfield's rights and privileges hereunder, but only as to revenue, to the extent and as conferred in such pledge, assignment and transfer.

ARTICLE II

OPERATION AND MAINTENANCE OF THE POTW AND SATELLITE COMMUNITY SEWER COLLECTION SYSTEM

SECTION 201. Operation of POTW and Satellite Community Sewer Collection System

Springfield shall treat sewage received from the Satellite Community's Sewer Collection System, for the Contract Sum as set out herein, provided that Satellite Community shall at all times properly construct, operate, maintain, and repair all portions of its Sewer Collection System according to state and federal laws, up to and including the Connection Point(s) to Springfield's POTW. Satellite Community's failure to properly construct, operate, maintain, and repair all portions of its Sewer

Collection System according to state and federal laws may, at Springfield's reasonable discretion, be construed a breach of the terms of this Service Contract.

Springfield shall at all times, operate the POTW properly and in a sound and economical manner and shall maintain, preserve, and keep the same, or cause the same to be so maintained, preserved, and kept in good repair, order, and condition, and shall from time to time make or cause to be made all necessary and proper repairs, replacements and renewals so that at all times the operation of the POTW may be properly conducted in a sound and economical manner. However, nothing herein shall provide Satellite Community any right to participate in any decision making or in the operation, maintenance or management of the POTW.

SECTION 202. Rules, Regulations and Other Details

The operation, use, and services of Springfield's POTW shall be governed by Springfield City Code Chapter 120 – Wastewater Regulations, in effect as of the date of this Service Contract, and as may be further amended from time to time by Springfield City Council (hereinafter "Wastewater Regulations"). Said Wastewater Regulations, and any amendments thereto, are publicly available and made a part of this Service Contract as though set forth, in full, and verbatim. The Pretreatment Program set forth in the Wastewater Regulations applies specifically to Industrial User discharges to the POTW or the Satellite Community Sewer Collection System (See also Sections 203 and 204 herein). Satellite Community shall comply with all valid acts, rules, regulations, orders and directives of any legislative, administrative or judicial body applicable to the

POTW or Satellite Community Sewer Collection System, and shall enforce the same as to its system including Industrial Users discharging therein.

SECTION 203. Regulation for Use: Satellite Community Discharge of Wastewater

- A. The Satellite Community's connections to the POTW shall be limited to the Connection Point(s) described in Exhibit C to this Service Contract and made a part hereof by reference as much as if set forth, in full, and verbatim. Said Exhibit C shall be amended only by consent of both parties, in writing.
- B. In further consideration for Springfield accepting and treating Satellite Community's wastewater, Satellite Community covenants and agrees to adopt and maintain at all times, while this Service Contract is in effect, rules governing usage and connection to its English Village Sewer Collection System, hereinafter "Rules for Sewer Collection System Use" or "Rules", that are designed to protect the POTW from pollutants which are either determined not to be susceptible to treatment by the POTW or which would interfere with the operation of the POTW. These Rules shall, at a minimum:
 - (1) Grant Satellite Community authority to enforce pretreatment regulations, in accordance with 40 CFR Part 403, that are at least as stringent as Springfield's Wastewater Regulations.
 - (2) Adopt "local limits" in accordance with 40 CFR Part 403 for wastewater discharges that are at least as stringent as those found in Springfield's Wastewater Regulations.

- (3) Prohibit any discharges of hauled waste or sewerer non-domestic waste to the Satellite Community's Sewer Collection System.
- (4) Prohibit any discharges containing any Hazardous Waste to the Satellite Community's Sewer Collection System.
- (5) Provide authority to require all existing and future Food Service Establishments to provide grease removal devices, and to maintain applicable pumping schedules in compliance with, or at least as restrictive as, current and amended Springfield Wastewater Regulations.
- (6) Require notification of applicable wastewater standards (or "Rules") to all new and existing industrial and commercial development, if mutually approved for services.
- (7) Effectively prohibit and/or correct and remove any connections to the Sewer Collection System that result in known Inflow and Infiltration.
- (8) Prohibit issuance of any further permits for the connection to or use of its Sewer Collection System, and allow no such further connections, upon notice from Springfield of any of the following:
 - a. Satellite Community has not paid to Springfield the established Contract Sum; or
 - b. Satellite Community has received notice from Springfield that it is in breach of this Service Contract; or
 - c. A moratorium has been placed upon Springfield's issuance of new building permits by MDNR or Springfield because of lack of capacity of its POTW.

C. Measurements for wastewater flow rate and sampling for wastewater testing shall be conducted by Springfield at Connection Point(s) to the POTW or at other locations in Satellite Community's Sewer Collection System in accordance with this Service Contract or Springfield's Wastewater Regulations. If tests conducted by either Springfield or Satellite Community indicate wastewater discharged to the POTW exceeds the flow or quality criteria set forth in Springfield's Wastewater Regulations, Springfield shall have the right, in its sole business judgment, to:

- (1) Require pretreatment to an acceptable condition before discharge, in keeping with good engineering practices; and
- (2) Assess a surcharge payment to cover the added cost of treatment for characteristics outside the established limits, in keeping with good engineering practices.

D. Should Springfield have validly imposed upon it a monetary penalty or fine by any court, agency or instrumentality of the State of Missouri or the United States of America having competent jurisdiction, and should such penalty be imposed, in whole or in part, because of some action or failure to take action on the part of Satellite Community with regard to its Sewer Collection System or the users thereof and whether or not Springfield has the right to enforce such compliance directly or indirectly, Springfield, in its sole business judgment, shall have the right to both require Satellite Community to immediately reimburse Springfield

for any monies so paid or so required to be paid because of said penalty or fine, and to declare Satellite Community in breach of this Service Contract.

SECTION 204. Regulations for Use: Industrial User Discharge of Wastewater

The parties specifically authorize, recognize, and acknowledge Springfield's obligation to implement and enforce the Wastewater Regulations including its Pretreatment Program, as amended, promulgated pursuant to the Act and the applicable provisions of 40 CFR Part 403. Satellite Community agrees to perform on its Sanitary Sewer Collection System any technical and administrative duties necessary to implement and enforce applicable pretreatment provisions of 40 CFR Part 403, and to adhere to applicable plumbing codes for grease removal on its Sewer Collection System. The parties specifically authorize, recognize, and acknowledge Springfield's right to perform technical and administrative duties necessary to implement and enforce the Regulations for Use and Pretreatment Program any time and specifically in the event Satellite Community fails to protect its Sewer Collection System, and thereby the POTW, from industrial wastewater in a satisfactory manner.

Because Industrial Users in Satellite Community's jurisdictional boundaries will or may contribute wastewater to the POTW which includes industrial waste, the parties agree to the following terms and conditions:

- A. If Satellite Community has not already done so, Satellite Community agrees as soon as reasonably possible (but within at least 120 days after the effective date hereof) to adopt, maintain and upkeep Rules for Sewer Collection System Use (hereinafter "Rules") which acknowledge and grant to Satellite Community the

responsibility to require and monitor compliance of discharges into its Sewer Collection System and respond to and remedy violations or other instances of noncompliance of the Clean Water Act, as outlined in Section 203 above, and 40 CFR Part 403, including but not limited to:

(1) Adoption of “Local Limits” which address the same pollutant parameters and which are at least as stringent as the Local Limits enacted by Springfield, and as amended from time to time, and as set forth in the Wastewater Regulations and Pretreatment Program.

(2) Authority to perform technical and administrative duties necessary to implement and enforce the Rules for Sewer Collection System Use and the Pretreatment Program, consistent with 40 CFR Part 403, including, but not limited to, the following authorities and responsibilities:

- i. determining the acceptability of industrial waste to the POTW from Industrial Users contributing to the Satellite Community’s Sewer Collection System;
- ii. conducting appropriate sampling and analysis of effluent from Industrial Users and potential high-strength customers contributing to the Satellite Community Sewer Collection System;
- iii. identifying Industrial Users contributing to the Satellite Community Sewer Collection System;
- iv. conducting inspection and compliance monitoring of effluent from contributing Industrial Users and high-strength customers; and

- v. performing an Industrial User survey to identify new or changed industry at least every calendar year; and
- vi. performing enforcement for acts of noncompliance of Rules for Sewer Collection System Use concerning fats, oils and grease collection and/or the Pretreatment Program.

- B. Before Industrial Users located outside Satellite Community's jurisdictional boundaries are allowed to discharge into Satellite Community's Sewer Collection System, Satellite Community agrees to negotiate and secure an agreement with such user that all Rules will be followed. Such an agreement shall be substantially equivalent to this Section 204, the substantive provisions thereof shall be substantially equivalent to Sections 203 through 206, and a draft thereof shall be forwarded to Springfield for its reasonable approval prior to execution.
- C. If Springfield reasonably believes that a violation of Satellite Community's rules exists and/or the alleged violation also violates Springfield's Wastewater Regulations and/or any provision within 40 CFR Part 403, Springfield shall have the authority to demand that Satellite Community commence enforcement of its Rules against an Industrial User or any other user of Satellite Community's Sewer Collection System, by sending written notice to Satellite Community stating the reasons for its belief that a violation exists and requesting that such enforcement by Satellite Community be commenced.

Upon receipt of any such notice stating a reasonable belief that a violation exists, Satellite Community shall commence and diligently pursue enforcement of its Rules.

Springfield may, in its sole discretion, assist Satellite Community with any inspection, monitoring, and sampling necessary to the enforcement action.

If Springfield gives such written notice, and Satellite Community fails to commence and diligently pursue enforcement of its Rules, Springfield may, at its sole business discretion, consider said failure to be in breach of this Service Contract. Any additional cost or charge to Springfield, including fines and penalties, resulting from said failure shall be borne entirely by Satellite Community, provided that the failure of Satellite Community to obtain a conviction shall not be deemed a failure to commence and diligently pursue enforcement.

- D. Any failure of Springfield to give any notices referenced under this Section shall not excuse Satellite Community from complying with the terms of this section, nor create any liability on the part of Springfield.
- E. Any dispute arising out of this Service Contract shall be resolved in accordance with the applicable provisions hereof, which shall in no way limit Springfield's power to enforce requirements directly against Industrial Users using Satellite Community's Sewer Collection System in the event Satellite Community is unable or unwilling to take such action, nor shall it preclude Springfield from seeking other remedies against Satellite Community.

SECTION 205. Inflow and Infiltration

The parties recognize and acknowledge Springfield's right to implement and enforce federal and state regulations delegated to and implemented by Springfield, as

may become enacted to govern infiltration/inflow and reasonably prevent sanitary sewer overflows.

Springfield and Satellite Community will each operate and maintain its own respective wastewater collection system according to standard engineering and management practices, and in doing so, each will effectively police, monitor and control, to the most reasonable extent possible, its respective sanitary wastewater collection systems so as to preclude storm, surface or ground water that is not intentionally admitted.

Satellite Community further agrees to maintain in effect Rules prohibiting the connection of roof drains, porch drains, driveway drains, parking lot drains, street drains, footing drains and surface or ground water sump pumps to its Sewer Collection System and to require their immediate removal or disconnect upon discovery of such connection. Satellite Community agrees to notify Springfield of any amendment to such rules. Satellite Community will further perform reasonable monitoring and inspection to avoid significant infiltration and inflow to Satellite Community's Sewer Collection System.

SECTION 206. Satellite Community's Sewer Collection System and Connection to Springfield

Satellite Community, at its own expense and cost, will construct, install, operate, and maintain any and all improvements to its Sewer Collection System necessary to cause all sewage originating in Satellite Community's Sewer Collection System to deliver and

discharge into the POTW, and will keep its Sewer Collection System connected with the POTW.

Satellite Community shall make all improvements to its Sewer Collection System without cost to Springfield and in full compliance with applicable federal and state laws and regulations. Prior to making any improvement to English Village Sewer Collection System, the Satellite Community shall obtain any necessary approval from MDNR for any such improvements. Such improvements shall be made in accordance with plans and specifications approved by MDNR and shall provide MDNR with all required certifications relating to such improvements. The Satellite Community will immediately provide Springfield with a copy of any application for a Construction Permit submitted to MDNR. Satellite Community agrees it shall include the appropriate, executed “Continuing Authority and Receiving Wastewater Treatment Facility Acceptance” form, with all Sewer Extension Construction Permit Applications submitted to MDNR.

In the event any defects(s) in materials, workmanship, construction, or inspections are discovered within one year, or such longer term as may be allowed by law, of the completion of any new improvements to Satellite Community’s Sewer Collection System, Satellite Community agrees to promptly prosecute all lawful remedies against the developer(s), manufacturer(s), supplier(s), contractor(s), engineer(s), and surety(s) to correct any such defect. In the event such defects are not corrected, and the defect affects in a material way the public health, safety or environmental compliance of the POTW (including the contribution of inflow or infiltration), the Satellite Community shall not continue to issue sanitary sewer connection permits within its Sewer Collection System. If such use continues,

Springfield may in its discretion, and after written notice and reasonable opportunity to cure to OCWC, consider the failure to enforce correction or the continued issuance of connection permits to be a breach of this Service Contract entitling Springfield to discontinue treatment of sewage from the Satellite Community Sewer Collection System and seek appropriate judicial relief if indicated.

All acquisitions, additions, alterations, reconstruction, improvements or extensions to the Sewer Collection System shall become a part of the Sewer Collection System owned exclusively by the Satellite Community and shall be subject to the terms and conditions of this Service Contract.

Satellite Community agrees that it will not extend its Sewer Collection System, as depicted in the service area map designated as Exhibit A, without Springfield's written consent.

Section 207. Connection to Springfield and Division of Costs

Satellite Community shall cause or continue to cause those portions of Satellite Community's Sewer Collection System transporting sewage to be connected with the POTW at the appropriate, agreed Connection Point(s) designated in Exhibit C, attached hereto and made a part hereof by reference as much as if set forth in full and verbatim. Every such Connection shall constitute and shall be operated by Springfield as part of the POTW and shall include all such metering and other facilities as may be necessary to cause all sewage delivered at said Connection Point(s) to be metered and sampled as a means of determining the quantity and characteristics of the wastewater discharged into the POTW from each location. Connection Point(s) of Satellite Community's Sewer

Collection System to the POTW shall be limited to the locations designated in Exhibit C, or as amended and approved by Springfield in writing, and added as an amendment to this Service Contract.

Additional Connection Point(s), if requested by Satellite Community, may be approved and furnished by Springfield provided Satellite Community pays the Connection Fee (referenced in Section 311) and bears the cost of design and construction of the junction structure(s), or other facility if required, to connect, meter, and sample flows contributed at that point. Such additional Connection Point(s) will be listed in an amendment to Exhibit C upon their approval by Springfield.

SECTION 208. Covenant Against Waste

Springfield and Satellite Community covenant not to do or suffer or permit any waste or damage, disfigurement or injury to the POTW.

SECTION 209. Right of Inspection

Springfield covenants and agrees, upon reasonable notice to Springfield, and the right of Springfield to accompany, to permit Satellite Community and the authorized agents and representatives of Satellite Community to enter the POTW during usual business hours for the purpose of inspecting the same. As permitted by law, upon reasonable notice to Satellite Community, and the right of Satellite Community to accompany, Springfield shall have the right but not the obligation to inspect Satellite Community's Sewer Collection System.

SECTION 210. No Vested Rights of Satellite Community in POTW

Satellite Community shall not acquire any vested rights in the POTW by reason of this Service Contract. All Contract Sums paid by Satellite Community shall be deemed to be costs of wastewater treatment, and to the extent applicable, operating expenses of Satellite Community's Connection Point(s).

SECTION 211. POTW Capacity

The wastewater that Springfield agrees to receive from the Satellite Community Sewer Collection System shall not include wastewater from outside of the English Village service area referenced in Exhibit A. This Wastewater Service Contract shall not constitute a reservation of capacity but only the right to use Springfield's POTW based upon its availability.

SECTION 212. Overflow Response Plan

If Satellite Community has not already done so, Satellite Community agrees as soon as reasonably possible (but in no event later than 180 days after the date hereof) to have and implement a valid Sanitary Sewer Overflow Response Plan (SSORP) for its Sewer Collection System; which plan shall be on file with MDNR.

SECTION 213. Mutual Aid Agreement

If Springfield and Satellite Community have not already done so, Satellite Community agrees as soon as reasonably possible (but in no event later than 180 days after the date hereof) to enter into a mutual aid agreement with Springfield pertaining to

the English Village Sewer Collection System, which shall outline the costs and response obligations of both parties in the event that assistance is requested.

ARTICLE III

PAYMENT BY SATELLITE COMMUNITY

SECTION 301. Agreement to Pay

Satellite Community agrees to pay Springfield for the treatment and disposal of its wastewater, as provided in Section 201 hereof, the Contract Sum provided for in Section 304 hereof.

SECTION 302. Satellite Community's Source Funds

The Contract Sum shall be paid by Satellite Community regardless of whether or not Satellite Community collects rates and charges from its connected users. If the user fees paid to Satellite Community are not sufficient to fully pay the Contract Sum or any portion thereof when due, the amount remaining unpaid, plus any delinquent charge, shall be paid by OCWC from its other income, revenues and property, as may be necessary to fully pay the Contract Sum.

SECTION 303. Satellite Community Collection of Charges

Satellite Community agrees to provide for the imposition and collection of a charge for the use of Satellite Community's Sewer Collection System or any part thereof, said charge to be sufficient to provide, and from time to time be revised to

always be sufficient to provide Satellite Community with sufficient funds to pay the Contract Sum; Satellite Community further agrees to annually budget and appropriate such monies.

Satellite Community agrees to include the following note on each wastewater bill issued by the Satellite Community: “A portion of this wastewater charge is remitted to the City of Springfield for collection and treatment of wastewater.”

SECTION 304. The Contract Sum

Satellite Community’s quarterly bill shall be comprised of a Volume Related Charge, High Strength Surcharges (if applicable), and Billing & Meter Charge, as follows:

- A. Volume Related Charges - those charges directly attributable to the flow, as measured by the meter, at or near the Connection Point(s) established in Section 207 and Exhibit C. The Volume Related Charge shall be billed based on the preceding three months of volume as determined by the flow meters. The Volume Related Charge shall be established by Springfield City Council and amended from time to time.
- B. High Strength Surcharges (if applicable) - Industrial Users connected to Satellite Community’s Sewer Collection System who discharge Total Suspended Solids (TSS) or Biochemical Oxygen Demand (BOD) in excess of an established limit as defined in Springfield’s Wastewater Regulations shall be required to pay additional surcharges as established by Springfield City Council and amended from time to time. These surcharges will be assessed to the Industrial User by Satellite

Community and will be calculated based on sampling procedures established in Springfield's Wastewater Regulations. Sampling will be required as a means to determine characteristics of wastewater contributed by Industrial Users within the Satellite Community's Sewer Collection System and will be at the expense of Satellite Community.

- C. Billing and Meter Charge - those charges associated with administration and billing of Satellite Communities as well as the establishment, repair, and maintenance of Springfield's meters and meter structures located at or near the Connection Point(s). These costs will be determined as part of Springfield's Annual Fee Study and may include staffing costs associated with administering the billing program, capital costs of the meters and metering structures, and the repair, operation and maintenance of the meters and structures.

The fees and charges billed by Springfield per Section 304 of this Service Contract shall be deemed to be expenses of operating Springfield's POTW, and the assessment of the same against Satellite Community users shall not require confirmation, approval, or ratification by the Satellite Community by either ordinance or resolution. The duty of Satellite Community to pass necessary implementing rules to impose sewer charges upon its customers as required by this Service Contract is deemed to be a ministerial duty and an operating expense of the Satellite Community. In the event Satellite Community has an objection to a rate or charge included by Springfield in the fee for the use of Springfield's POTW, Satellite Community shall be obligated to collect such rate or charge and pay under protest that portion of the fee to which it objects stating therein the reason for the protest. Failure to pay under protest shall be

deemed an acceptance of such rate or charge. Procedures set forth in Section 310 shall apply to any such protest.

SECTION 305. Meter Reading and Calibration

This Section 305 is subject to change due to technological improvements in wastewater measurements. As needed, Springfield will perform maintenance of flow measuring equipment, calculate flow quantities based on the flow readings, and perform a calibration of the meters.

As needed, Springfield's staff will calibrate and verify calibration of the meter at each meter structure. With a minimum twenty-four (24) hours' notice, representatives of Satellite Community may accompany Springfield's staff and/or Contractor and observe the calibration of the meter.

Satellite Community shall have the right, at their expense, to confirm meter calibration and/or to request supporting data needed to verify meter calibration. Satellite Community shall, no later than sixty (60) days after the visit or receipt of supporting data, advise Springfield of any differences regarding the meter calibrations, and the parties shall attempt to resolve any such differences. Neither the failure of Satellite Community to observe Springfield's calculation of flow or meter calibration, nor the failure of Satellite Community to advise Springfield and record in writing any differences between Satellite Community's readings or calibrations and those of Springfield shall affect the requirements of Section 304.

If, for any reason, Springfield's metering equipment is out of service or out of repair so that flow volumes for any period cannot be ascertained, Springfield shall

estimate such volumes delivered during the period when the metering equipment is out of service or out of repair based on volumes during earlier periods under similar conditions when the metering equipment was registering properly. Satellite Community shall accept such estimate unless it is able to more accurately estimate such volumes delivered to the reasonable satisfaction of Springfield, in which case Satellite Community's estimates shall be used.

SECTION 306. Payment of Contract Sum

The Contract Sum shall be billed quarterly by Springfield, as determined in Section 304. In all events, the quarterly billing shall be due and payable upon receipt.

SECTION 307. Delinquent Payment by Satellite Community

Any Contract Sum not paid within thirty (30) days from the date of billing will be considered delinquent and an additional charge of one and one-half percent (1.5%) per month for each month or portion thereof that the bill remains delinquent will be added thereto.

Springfield may commence legal proceedings or available administrative proceedings against any Satellite Community which is delinquent in the payment of the Contract Sum. However, failure to commence legal proceedings or available administrative proceedings in a certain time frame does not limit or waive any legal right to pursue the delinquent payment.

Any overpayment by Satellite Community shall be credited against its payment obligations to Springfield for subsequent periods, and any underpayment shall be paid

by Satellite Community within fifteen (15) days after Springfield's delivery of the final statement, with interest as provided in this section 307.

SECTION 308. Contracts with Others

No municipality or other similar entity shall be permitted to connect to the POTW unless it has first duly entered into a contractual agreement with Springfield similar to this Service Contract, for payment of Contract Sums.

SECTION 309. Satellite Community's User Charge System

In conformance with Section 303 of this Service Contract, Satellite Community shall establish and maintain a User Charge System for users within the English Village Service Area. The purpose of Satellite Community's User Charge System is to ensure the adequate collection of revenues to support the operation, maintenance and replacement needs of the Satellite Community's Sewer Collection System as well as Satellite Community's payment of the Contract Sum to Springfield. By signing this Service Contract, Satellite Community specifically acknowledges its ongoing obligation to comply with applicable Federal User Charge Requirements.

This Section 309 shall not be construed as conferring on Springfield, and Springfield shall not have, any right of review or approval of Satellite Community's User Charge System. Satellite Community shall maintain its User Charge System in accordance with applicable law.

SECTION 310. Resolution of Disputes

Any and all billing disputes, including the measurement of metered flow for purposes of computation of the Contract Sum, and any matters involving the duties or obligations of either party to this Service Contract, that are unable to be resolved between Springfield and Satellite Community, shall be presented in writing to the other party, and shall include specific facts supporting the dispute. Satellite Community shall have thirty (30) days from the date of receipt of Springfield's Quarterly Billing to present the written notice that it is contesting the bill. Failure by Satellite Community to notify Springfield in writing, and to pay in full the disputed portion of a bill under protest within said thirty (30) day period, shall constitute a waiver on the part of Satellite Community and Satellite Community shall be deemed to have agreed to the accuracy of said bill. In the event of a properly notified dispute concerning a bill, or any matter involving the duties or obligations of either party to this Service Contract, the parties, by their designated representatives, shall meet, confer and discuss such disputes and possible resolutions within 90 days after presentation. The representatives thereafter shall again meet, confer and discuss the disputed issues within 30 days after the conclusion of the first meeting and after conferring with the governing bodies of each of the signatories to this Service Contract, or their representatives, and shall reduce to writing their points of agreement, points of disagreement, and recommendations.

In the event the dispute is not resolved, the parties may, by mutual consent, agree to arbitrate or mediate, or if they are unable to agree to arbitration or mediation, either party may proceed to litigate the matter in court or take any other action authorized by

this Service Contract. Such arbitration or mediation shall be binding or nonbinding, as the parties may at that time agree.

- A. Subject to any recognized privilege, discovery shall be available to each party to the arbitration or mediation as it would be available in the Circuit Court of Greene County under the Missouri Rules of Civil Procedure in effect at the time of demand for arbitration or mediation. Notices, time periods and other procedural matters shall be governed by the Rules of Civil Procedure, which shall be enforced by the Mediator or Arbitrator in the same manner as in the Circuit Court.
- B. A pre-hearing conference shall be held not sooner than sixty (60) days after the filing of the answer, at which time a pre-hearing summary shall be filed by each party, setting forth all claims and counterclaims with specificity, all witnesses expected to be called at the hearing, all documents proposed to be introduced, and all items of claimed damages including dollar amount therefore.
- C. All discovery and amendments to the pre-hearing summary shall be concluded thirty (30) days prior to the mediation or arbitration date. Failure to provide the foregoing discovery and disclosure shall render any claim supported by witnesses or documents not so disclosed excludable by the arbitration panel in its discretion.
- D. In the event of any arbitration demanded by one party and agreed to by the other party, each party shall select an arbitrator, and the two so selected shall select a third. The decision of a majority of the arbitrators shall be the decision of the panel. Springfield and Satellite Community shall each be responsible for one-half of the fees of the arbitrators and administrative costs of the arbitration.

- E. The arbitrators shall render a written decision, with conclusions of law and findings of fact, breaking down the items of any award on the claim or counterclaim in detail. The decision of the arbitration panel shall be final, if the parties agree in advance in writing, to submit the controversy to binding arbitration. However, the arbitrator's decisions on points of law shall be appealable.

SECTION 311. Connection Fees

In addition to other sums payable by Satellite Community herein, Satellite Community agrees to pay to Springfield any established Trunk Sewer Fees or other Connection Fees established by Springfield to recover the costs of infrastructure needed to serve the Satellite Community at future Connection Point(s).

SECTION 312. Annual Records and Report

A. Certified Annual Report:

It will be the responsibility of the Satellite Community to submit to Springfield, by the 60th day following the end of each fiscal year, an annual report regarding the Satellite Community's previous year's activity regarding its Sewer Collection System and use. The annual report shall be certified by an authorized representative of the Satellite Community to be true and correct to the best of Satellite Community's collective knowledge, and shall include at a minimum:

- (1) Industrial Waste Survey in accordance with the requirement of 40 CFR Part 403;
and

- (2) If applicable, Pretreatment Annual Report in accordance with the reporting requirements of 40 CFR Part 403; and
- (3) Sewer construction permits approved by MDNR along with the associated Public Improvement plans for all wastewater improvements constructed during the previous year; and
- (4) Summary of compliance activities for Food Service Establishments connected to the Satellite Community Sewer Collection System, specifically with regard to fats, oils and grease (FOG) control.

B. Failure to Comply:

Failure to provide the above referenced certified annual records and report, may, as determined by the City of Springfield, be considered a breach of this Service Contract entitling Springfield to discontinue treatment of sewage from the Satellite Community Sewer Collection System and seek appropriate judicial relief.

ARTICLE IV

MISCELLANEOUS

SECTION 401. Effective Date

The effective date of this Service Contract is the date as set out in the first paragraph of this document.

SECTION 402. Performing Duties

Springfield will faithfully and punctually perform all duties with respect to the POTW required by law and all grant or Bond Documents. Satellite Community will so perform all duties with respect to the POTW and its Sewer Collection System required by law, including the Rules, this Service Contract, or other governing rules of Satellite Community, and any grant or Bond documents, including but not limited to the prompt payment of the Contract Sums charged by Springfield pursuant to Article III of this Service Contract.

SECTION 403. Further Assurances

At any and all times, Springfield and Satellite Community shall (insofar as they may be authorized by law) pass, make, execute, acknowledge and deliver any and every such further resolution or ordinance (or other governing rule) respectively, and acts, deeds, conveyances, assignments, transfers and assurances as may be necessary or desirable to better assure, convey, grant, assign and confirm, all and singular, the Contract Sums, and other funds pledged or assigned, or intended so to be, of which Springfield or Satellite Community, as the case may be, may heretofore or hereafter become bound to pledge or to assign, and to comply with the Act.

SECTION 404. Limitations Upon Consent

Whenever, under the terms of this Service Contract, Springfield is authorized to give its written consent, Springfield in its discretion may give or may refuse such written consent; and if given, may restrict, limit or condition such consent in such

manner as it shall deem advisable. Such written consent shall not be unreasonably withheld.

Acceptance by Springfield of Satellite Community's sewage in the volume or with characteristics exceeding or violating any limit or restriction provided by or pursuant to this Service Contract, in one or more instances or under one or more circumstances, shall not constitute a waiver of such limit or restriction or of any of the provisions of this Service Contract, and shall not in any way obligate Springfield thereafter to accept or to make provisions for sewage delivered and discharged into the POTW in a volume or with characteristics exceeding or violating any such limit or restriction in any other instances or under any other circumstances.

SECTION 405. Form of Consent

All consents of any party required under this Service Contract shall be given in writing. Whenever under the terms of this Service Contract Satellite Community is authorized to give its consent, such consent may be given and shall be conclusively evidenced by a copy, certified by designated official and under its seal (if any), of a resolution adopted by its governing body giving such consent. Whenever under the terms of this Service Contract Springfield is authorized to give its consent, such consent may be given and shall be conclusively evidenced by a copy, certified by its City Clerk or other designated official, and under its seal, of an ordinance or resolution adopted by Springfield and giving such consent.

SECTION 406. Conformity with Laws and Regulations

Each party hereto agrees to abide by and to conform to all applicable laws and regulations of the United States of America, the State, or any political subdivision thereof having any jurisdiction in the premises, and the Wastewater Regulations established by Springfield, as amended from time to time.

SECTION 407. Acts of God

No party hereto shall be responsible or liable in any way for Acts of God or any other act or acts or omissions beyond the control of such party which may in any way cause an interruption or a discontinuance of service appertaining to the POTW or to Satellite Community's Sewer Collection System.

SECTION 408. Nonassignability

Other than as specifically provided herein, no party to this Service Contract may assign any interest herein to any person without the written consent of all the other parties hereto at that time; and the terms of this Service Contract shall inure to the benefit of and be binding upon the respective successors of each party hereto. Nothing herein contained, however, shall be construed as preventing the reorganization of any party hereto nor as preventing any other body corporate and politic succeeding to the rights, privileges, powers, immunities, liability, disabilities, functions and duties of a party hereto, as may be authorized by law, and in the absence of any prejudicial impairment of any obligation of Service Contract hereby imposed.

SECTION 409. Amendments

This Service Contract may be amended from time to time by written agreement, duly authorized and executed by the parties hereto.

SECTION 410. Severability

If any provision of this Service Contract shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect any of the remaining provisions of this Service Contract and this Service Contract shall be construed and enforced as if such invalid or unenforceable provision had not been contained herein.

SECTION 411. Execution of Documents; Further Acts

This Service Contract may be executed at different times by the parties in any number of counterparts, any of which shall be regarded for all purposes as an original and all of which constitute but one and the same instrument. Each party agrees that it will execute any and all deeds, documents or other instruments, and take such other actions as are reasonably necessary to carry out and to give effect to the terms of this Service Contract.

SECTION 412. Waiver

No waiver by either party of any term or condition of this Service Contract shall be deemed or construed as a waiver of any other term or condition, nor shall a waiver of any breach be deemed to constitute a waiver of any subsequent breach, whether of the

same or of a different section, subsequent paragraph, clause, phrase, or other provision of this Service Contract.

SECTION 413. Remedies

If permitted by law, this Service Contract shall be specifically enforceable by any party hereto.

SECTION 414. Entirety

This Service Contract, inclusive of the above referenced exhibits, which are attached hereto and made a part hereof, merges and supersedes all prior negotiations, representations, and agreements between the parties hereto relating to the subject matter hereof and constitutes the entire agreement between the parties hereto in respect thereof.

SECTION 415. Applicable Law; Jurisdiction; Captions

This Service Contract and every question arising hereunder shall be governed by and construed in accordance with the laws of the State of Missouri. Should any part of this Service Contract be litigated, venue shall only be proper in the Circuit Court of Greene County, Missouri. The captions at the beginning of Articles, Sections and Subsections are used for convenience only and are not to be used in attempting to construe any part of this Service Contract.

SECTION 416. Injunctive Relief

Satellite Community shall provide injunctive relief at the request of Springfield to restrain the violation or attempted violation of any of the provisions of this Service Contract and all Exhibits hereto. Upon failure of Satellite Community to act within ten (10) days of written request, Springfield shall be authorized to so proceed, in Satellite Community's name, if necessary. Such failure to act on the part of the Satellite Community may be deemed a breach of this Service Contract.

SECTION 417. Authority

Satellite Community shall have immediate and continuing right to discharge wastewater, or as otherwise permitted hereunder, into Springfield's POTW at the agreed to Connection Point(s), on condition that Satellite Community agrees to promptly enforce the restrictions, proscriptions, penalties and other terms provided for herein against any person discharging into the Satellite Community Sewer Collection System, or POTW, in violation of the same. In the event of Satellite Community's failure to take action, Satellite Community authorizes Springfield to take all legal actions necessary to enforce the terms of this Service Contract and all exhibits thereto, in Satellite Community's name, if necessary. In the event of such failure Springfield may declare such failure to be a breach of this Service Contract.

SECTION 418. Notice

Any notice required by the terms of this Service Contract shall be sent via certified mail, return receipt requested, as follows:

To Springfield:

Errin Kemper, P.E. (or Acting)
Director of Environmental Services
840 Boonville Ave
Springfield, MO 65802

To OCWC:

David Casaletto, President
Ozarks Clean Water Company
PO Box 636
Kimberling City MO 65686

SECTION 419. Indemnification

Satellite Community agrees to defend, indemnify and hold harmless Springfield, and its officers, agents, and employees, from and against any and all claims, suits, actions, demands, losses, causes of action, liabilities, judgments, costs, damages, and expenses, including attorneys' fees, relating to, or in any way arising out of this Service Contract that Springfield may sustain, incur or become liable for or on account of this Service Contract, including but not limited to loss, damage, or injury to person or property related in any way to the subject matter of this Service Contract, or caused by the negligent, intentional or unintentional acts or omissions of the Satellite Community and its officers, employees or any other agents, as well as the actions of its users connected to the Satellite Community Sewer Collection System.

Springfield shall hold harmless Satellite Community from and against all claims, losses and causes of action of third parties against Satellite Community, including all claims, losses, and causes of action of third parties for personal injuries, wrongful death,

and damage to property, caused by Springfield's gross negligent use, maintenance, and operation of the POTW.

IN WITNESS WHEREOF, the parties hereto have caused this Service Contract to be executed on behalf of Springfield by the Springfield City Council and attested to by the Springfield City Manager, and on behalf of OCWC by its authorized representative at the dates shown respectively.

OZARKS CLEAN WATER COMPANY

CITY OF SPRINGFIELD, MISSOURI

By _____
David Casaletto, President
Ozark Clean Water Company

By _____
City Manager

Date: _____

Date: _____

ATTEST:

ATTEST:

Secretary

City Clerk

Date: _____

Date: _____

Approved as to Form: _____ Attorney, OCWC _____

Approved as to Form: _____, City Attorney or designee, Springfield

Contract No: _____

English Village Service Area

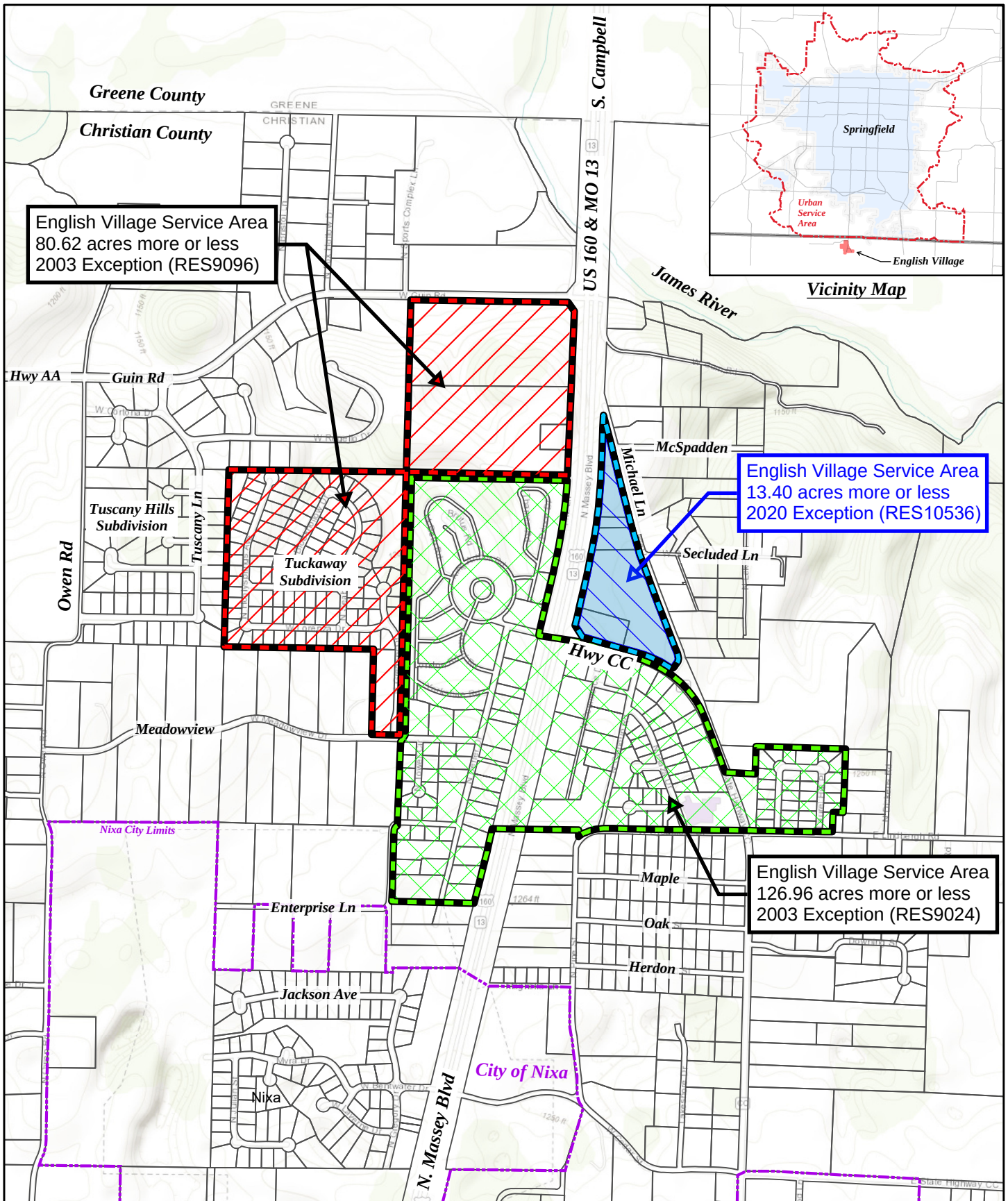


Exhibit A

0 500 1,000 1,500 2,000 Feet

1 inch = 1,000 feet
55 of 74





ATTORNEY GENERAL OF MISSOURI

JEREMIAH W. (JAY) NIXON
ATTORNEY GENERAL

JEFFERSON CITY
65102

P.O. Box 899
(573) 751-6321

June 25, 2003

Gary Nelms
City of Springfield Law Department
840 Boonville Ave.
Springfield, MO 65802

RE: *City of Springfield - 180 day Extension of ¶ 2.k of the January 13, 2003,
Settlement Agreement*

Dear Mr. Nelms:

Pursuant to my conversation with you and Bob Schaefer, it was agreed that the 270 day termination date as stated in ¶ 2.k of the January 13, 2003, Settlement Agreement between the Missouri Department of Natural Resources, the City of Springfield and the Attorney General of Missouri should be extended 180 days to total 450 days. This letter serves as the agreed upon amendment to ¶ 2.k of the January 13, 2003, Settlement Agreement and shall be binding on the parties therein. No other provisions of the Settlement Agreement are amended.

Please have your client sign this letter to amend the Settlement Agreement and return it to me. Upon my receipt of the appropriate signatures, I will forward a fully executed copy of this amendment to you.

Thank you and if you should have any questions, please feel free to contact me.

Sincerely yours,

JEREMIAH W. (JAY) NIXON
Attorney General


HARRY D. BOZOLAN
Assistant Attorney General

HDB:ka

c: Kevin Mohammadi

City of Springfield
June 25, 2003
Page 2

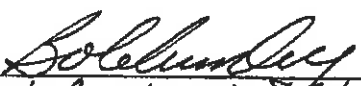
IN WITNESS WHEREOF, the parties have executed this amendment to ¶ 2.k of the
January 13, 2003, Settlement Agreement as follows:

MISSOURI DEPARTMENT OF NATURAL RESOURCES

By: 
SCOTT TOTTON, Director
Water Protection and Soil Conservation Division

Date: 7-14-03

CITY OF SPRINGFIELD

By: 
Bob Camley, Assistant City Manager

Date: June 30, 2003

JEREMIAH W. (JAY) NIXON
Attorney General of Missouri

By: 
HARRY D. BOZOLAN
Assistant Attorney General

Date: July 7, 2003

APPROVED AS TO FORM:

BY 
Assistant City Attorney

SETTLEMENT AGREEMENT

This Settlement Agreement is made on this 13th day of January, 200³7, between the Missouri Department of Natural Resources (the "Department"), the Attorney General of Missouri ("Attorney General") and the City of Springfield ("Springfield").

WHEREAS, Springfield owns and operates the Springfield Southwest Wastewater Treatment Plant ("Southwest Treatment Plant") which receives and treats wastewater from residential, commercial and industrial sources, and then discharges said treated wastewater into Wilson Creek, which is a tributary of the James River, all waters of the State of Missouri.

WHEREAS, wastewater pipelines throughout Springfield collect and carry wastewater from these residential, commercial and industrial sources to the Springfield Treatment Plants. Springfield owns, operates and maintains these wastewater pipelines.

WHEREAS, the James River Force Main (herein the "JRFM"), is a 36-inch force main wastewater pipeline immediately preceding the Southwest Treatment Plant, crosses South Creek (a tributary of the James River) and carries approximately 6 millions of gallons of wastewater daily to the Southwest Treatment Plant, with higher flows coming during periods of rainfall.

WHEREAS, Burns & McDonnell Engineering Company, Inc. ("Burns & McDonnell") provided the design and engineering services for the installation of JRFM and Price Brothers Company ("Price Brothers") manufactured and supplied pipe for the JRFM.

WHEREAS, on or about July 29, 2000, at a location immediately preceding the Southwest Treatment Plant, the JRFM failed causing untreated wastewater to discharge directly into South Creek.

WHEREAS, as a result of said discharge, the Department issued Springfield Notice of Violation ("NOV") No. 4775SW, a copy of which is attached hereto, incorporated herein and marked Exhibit 1.

WHEREAS, Department employees spent substantial time inspecting, monitoring and evaluating the failure site and the discharge from the JRFM. In doing so, they incurred other costs and expenses, including, but not limited to, wastewater sampling analysis, photographs, and travel expenses.

WHEREAS, the Department alleges that the Missouri Clean Water Law renders Springfield responsible and liable for the environmental consequences of the failure of the JRFM and that other parties may bear responsibility for the failure, including, but not limited to, Burns & McDonnell and Price Brothers.

WHEREAS, Springfield settled its potential claims against Burns & McDonnell and Price Brothers and agreed to indemnify them in the event the State of Missouri brings claims against them. As such, it is appropriate that all of the State of Missouri's claims against Springfield, Burns & McDonnell and Price Brothers be resolved through this Agreement.

WHEREAS, the Department, the Attorney General and Springfield have discussed terms upon which to amicably resolve any and all claims which may be made against Springfield for any alleged violations of the Missouri Clean Water Law and/or regulations listed in NOV No. 4775SW as a result of the catastrophic failure of the JRFM causing untreated wastewater to discharge directly into South Creek.

WHEREAS, the Department, the Attorney General and Springfield desire to amicably resolve all disputes or claims that could be made against Springfield for the above-referenced

alleged violation of the Missouri Clean Water Law listed in NOV No. 4775SW, without Springfield admitting the validity or accuracy of any such claims.

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the Department, the Attorney General and Springfield agree as follows:

1. The provisions of this Agreement shall apply to and be binding upon the parties executing this Agreement, their agents, subsidiaries, affiliates and lessees, including the officers, agents, servants, corporations and any persons acting under, through, or for the parties agreeing hereto.

ENGLISH VILLAGE PROJECT

2. Springfield agrees to build a sanitary sewer pipeline from its existing sewer line south of the James River to the collection system now serving the English Village wastewater treatment facility located in the Northeast Quarter of the Southeast Quarter, Section 35, Township 28 North, Range 22 West, Christian County, Missouri, in the following manner:

a. Definitions: The following definitions shall apply to the English Village Project portion of this Agreement:

i) "English Village Service Area" shall mean that real property described in Exhibit "2", and as depicted on the map which is attached hereto and marked as Exhibit "3" hereof (said map being referred to herein as the "Map").

ii) "English Village Connector" shall mean either a gravity sewer line or force main and lift station from the Connection Point for the English Village Service Area to Manhole No. 6 located in the northeast quarter of Section 35, Township 28, Range 22, Christian County, Missouri.

iii) "English Village Sewer System" or "EVSS" shall mean all sewer facilities, including all of the interceptors, collection system, pumping stations, lift station, force main and other facilities and appurtenances built, owned or operated by the Qualified Party from the connection with the discharge piping of Users located within the English Village Service Area to the Connection Point with the

English Village Connector. The term "English Village Sewer System" or "EVSS" excludes, however, the sewer laterals and plumbing, which serve existing premises, buildings or structures and the existing package treatment plant and appurtenances. The treatment plant and appurtenances shall be closed by the owner of those facilities, Ozark Water and Wastewater Management, Inc. a Missouri Corporation (herein "OWWM"), in accordance with the requirements of the Department after connection of the EVSS to the POTW.

iv) "Connection Point" shall be defined as that point designated by Springfield for connection of the EVSS with the English Village Connector, which Connection Point shall be at the manhole now located immediately upstream of the existing package treatment plant for the EVSS.

v) "POTW" is a treatment works as defined by Section 212 of the Federal Water Pollution Control Act, also known as the Clean Water Act (33 U.S.C.A. 1251 et. seq.) owned or operated by Springfield, which includes any devices and systems used in the storage, treatment, recycling and reclamation of sewage or industrial waste of a liquid nature in the sewers, pipes and other conveyances that convey wastewater to the Springfield Southwest Wastewater Treatment Plant, excluding the EVSS, Battlefield, Strafford and Willard sewer systems.

vi) "Qualified Party" is English Village Sewer Company, a Missouri not-for-profit corporation.

vii) "Necessary Approvals" shall mean the approval by the City Council for Springfield and the Commissioners for Greene County, Missouri authorizing an exception to the Springfield-Greene County Urban Service Area to allow service to be extended to the Users of the EVSS.

viii) "User" is a present or future owner or occupant of property or premises located within the English Village Service Area, which is or becomes a member of the Qualified Party and is or becomes connected directly or indirectly to the EVSS. The current Users are customers of OWWM within its existing certified service area, and prior to the connection of the English Village Connector to the POTW shall be customers of the Qualified Party.

(ix) "Effective Date" is the date on which the last of the parties to this Agreement signs below.

b. Springfield shall complete construction of the English Village Connector within 270 days after written notification from the Department that the Qualified Party has obtained the necessary easements for Springfield to allow it to construct the English Village Connector and after Springfield has obtained the Necessary Approvals. Springfield shall use due diligence to obtain the Necessary Approvals as soon as possible after the Effective Date of this Agreement.

c. Springfield shall pay all costs incurred in the construction of the English Village Connector, but Springfield shall have no responsibility to pay for any easements required to permit the construction of the English Village Connector. Springfield shall have no responsibility whatsoever to construct or maintain any sewer line or sewer facilities except for the English Village Connector within the English Village Service Area. The connector shall be constructed in accordance with the existing standards in effect within Springfield for the construction of all such sewage facilities.

d. Springfield shall not allow the connection of the EVSS to the English Village Connector until after Springfield and the Qualified Party have entered into an agreement substantially similar to the agreements between Springfield and the cities of Willard, Strafford and Battlefield, unless otherwise stated in this Agreement.

e. Within 60 days after the EVSS is connected to the POTW, the Qualified Party shall pay Springfield's customary impact fee, which shall be (i) the sum of Ninety-seven Thousand Four Hundred Dollars (\$97,400.00) for Users connected to the EVSS as of December 13, 2002, and (ii) the amount of Springfield's customary impact fee for each User connecting to the EVSS or obtaining a larger water meter between December 13, 2002 and the date the EVSS is connected to the POTW. The Qualified Party represents to Springfield that it has obtained a loan from the Rural Development Office, part of which will be used by the Qualified Party to pay Springfield's customary impact fee. Proceeds from the loan shall be used to pay Springfield's customary impact fee.

f. The Qualified Party shall collect all fees and charges for sewer services charged by Springfield to its customers and Springfield shall provide the Users with the same sewer services as all other customers of Springfield. The Qualified Party shall, at such time as state or federal laws allow it to do so, require the water company providing service to the Users to collect the charges imposed by Springfield and the Qualified Party for sewer services. In any event, the Qualified Party shall require the water company providing service to the Users to provide to the Qualified Party and to Springfield all water meter readings obtained by the water company for each of the Users.

g. The Department recognizes that Springfield may, in its sole discretion, refuse to permit any person or entity to connect to the EVSS other than current Users. No User shall discharge industrial waste into the EVSS. No person or entity shall discharge into the EVSS or become a User without the prior approval of Springfield, which may withhold such approval for any reason in its sole discretion. The agreement between the Qualified Party and Springfield described in this Agreement shall include a restriction to prevent the extension of services by the EVSS to properties, developments or dischargers of sewage located outside of the English Village Service Area.

h. Springfield shall permit the EVSS to discharge into the English Village Connector until such time as the City of Nixa extends sewer service to the Users or permits the connection of the EVSS to its municipal sewer system, or until Springfield,

the Qualified Party and the Department mutually agree to permit the treatment of the sewage from the EVSS by another party.

i. Upon the execution of this Agreement, Springfield shall permit OWWM (which is the current operator of the EVSS) to dispose of sewage sludge by transporting the same from the EVSS to Springfield's POTW after payment of Springfield's usual and customary charges for the treatment of such sewage; provided, however, that Springfield shall not accept such sewage sludge for treatment more than 60 days after the EVSS is connected with the English Village Connector or if this provision becomes invalid as provided in subpart k below. Springfield shall have no responsibility to provide any transportation or transportation equipment for such sewage sludge.

j. The provisions of this paragraph 2 shall be incorporated into any agreement between the Qualified Party and Springfield concerning the EVSS.

k. All obligations of Springfield under this Paragraph 2, including, without limitation, its obligations to construct the English Village Connector, to allow the English Village System to be connected to the POTW, and to accept sewage sludge or sewage of any kind from the English Village System shall terminate and expire in the event that each of the following has not occurred within 270 days after the Effective Date of this Agreement:

- i) All Necessary Approvals have been received;
- ii) The Qualified Party has obtained and recorded all easements giving Springfield the right to excavate and install the English Village Connector and have given a copy thereof to Mr. Robert Schaefer, the Assistant Director of Public Works, Environmental Services for Springfield;
- iii) The Qualified Party has paid the impact fee required under subpart e of this Paragraph 2; and
- iv) The Qualified Party and Springfield have executed and exchanged the agreement for sewer services as provided in subpart d of this Paragraph 2.

SANITARY SEWER INVESTIGATION

3. Within six months after the date of this Agreement, Springfield shall undertake and complete an investigation of the gravity portion of each and every force main within the sanitary sewer system operated by Springfield and all gravity sections of the system located within 200 feet downstream of the discharge point of each force main to ascertain whether any

imminent danger of collapse or rupture exists within any such pipe and provide the Department with a full report of the results of said investigation and a schedule for all remedial actions planned to correct any deficiencies or defects in any such force mains or gravity sections as a result of such investigation.

ALTERNATIVE PAYMENT

4. In the event that Springfield is relieved of its obligations to participate in the English Village Project as provided in Paragraph 2(k) above, then in lieu of such participation Springfield shall pay the sum of Ninety-four Thousand Eight Dollars (\$94,008.00). Said sum shall be paid by a certified check made payable to "The Greene County Treasurer as Trustee for the Greene County School Fund" within 30 days after Springfield's obligation to participate in the English Village Project ends under Paragraph 2(k) of this Agreement. The check shall be forwarded by Springfield to Harry D. Bozoian, Assistant Attorney General, Attorney General's Office, P. O. Box 899, Jefferson City, MO 65102 on or before the due date.

RESPONSE COSTS

5. Springfield agrees to pay restitution to the Department in the amount of Forty-six Thousand Seven Hundred Forty-two Dollars and Fifty-six Cents (\$46,742.56) for investigation costs and expenses claimed by the Department as a result of the force main pipeline failure. Springfield denies any liability to the Department on the NOV marked as Exhibit 1.

RELEASE AND FUTURE COMPLIANCE

6. In consideration of the agreements set forth herein, the Department and the Attorney General agree not to bring or cause to be brought any civil action against Springfield,

Burns & McDonnell and/or Price Brothers arising out of any alleged violations of the Missouri Clean Water Law and/or regulations listed in NOV No. 4775SW relating to the failure of the JRFM during July, 2000, and does hereby release and forever discharge Springfield, Burns & McDonnell and Price Brothers, and each of them and their respective agents, servants, employees, predecessors, corporate entities, successors and assigns of and from all liabilities, claims, demands, losses, actions and causes of action which the Department or the Attorney General had, now has or may in the future accrue that relate to or arise from discharge, spill or release of sewage from the JRFM on or before October 26, 2001, including, without limitation, any claims relating to or arising from its design, manufacture, construction, operation or maintenance.

7. Springfield agrees to comply with the Missouri Clean Water Law and relevant regulations for any and all future operations.

8. Nothing in this Settlement Agreement shall be construed as excusing or forgiving future noncompliance with the Missouri Clean Water Law, Chapter 644, RSMo and its implementing regulations. Nothing in this Settlement Agreement shall be construed as an admission of fault or liability by any of the parties released or discharged under the provisions hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first-above written.

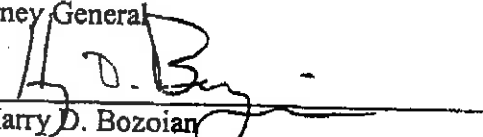
CITY OF SPRINGFIELD

BY: 

Tom Finnie, City Manager

DATE: December 18, 2002

JEREMIAH W. (JAY) NIXON
Attorney General

BY: 

Harry D. Bozoian
Assistant Attorney General

DATE: 12/26/02

MISSOURI DEPARTMENT OF
NATURAL RESOURCES

BY: Scott B. Totten
Scott B. Totten, Director
Water Protection and Soil Conservation
Division

DATE: 1-13-2003

Exhibit C - Point of Connection

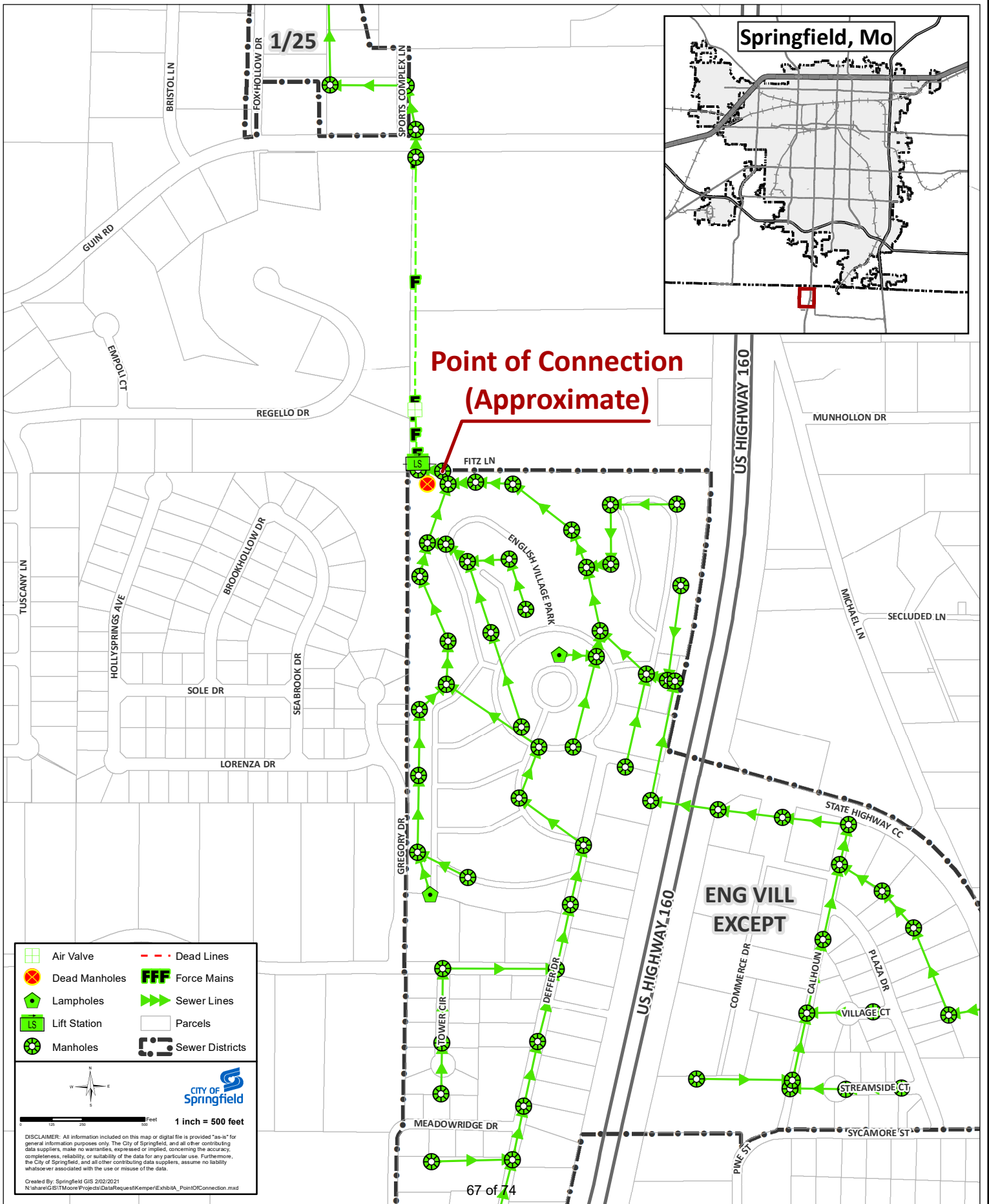


Exhibit B

MUTUAL AID AND ASSISTANCE AGREEMENT

This Agreement (“Agreement”) is made and entered into by and between the City of Springfield (“Springfield”) and Ozarks Clean Water Company (herein referred to as “OCWC”), a nonprofit water and sewer company described in Chapter 393 of the Revised Statutes of Missouri, which assumed ownership, and operation and maintenance, of the wastewater collection system (hereinafter referred to as the “English Village Sewer Collection System”) that serves the English Village mobile home park and approved, adjacent areas in Christian County, Missouri (hereinafter referred to as “English Village”). This Agreement is to provide terms of mutual assistance in times of emergency, including provisions for reimbursement for equipment, supplies and personnel made available on an emergency basis, and for Fats, Oils, and Grease (FOG) permitting and inspection services requested by OCWC.

Ensuring that wastewater systems provide and maintain their services effectively promotes the safety, health and welfare of the residents and visitors within a collection system and is a fundamental function of the collection system owner.

In consideration of the mutual covenants and agreements set forth herein, the parties agree to provide mutual assistance to one another in times of emergency as follows:

ARTICLE I PURPOSE

1.1 Purpose. Recognizing that emergencies may require aid or assistance in the form of personnel, equipment, materials and supplies, the undersigned hereby establish this Mutual Aid and Assistance Agreement. Under this Agreement, Springfield and OCWC agree to, when deemed appropriate by both parties, coordinate response activities and share resources during an emergency affecting the wastewater system of either Party. This Agreement sets forth the procedures, standards, and cost recovery for administering such aid in times of emergency.

Furthermore, the English Village Sewer Collection System serves a number of Food Service Establishments (FSEs) that are subject to 40 CFR Part 403 concerning fats, oils, and grease collection, pursuant to OCWCs wastewater service contract with Springfield. OCWC requests that Springfield provide the FOG permitting and compliance program administration for the English Village Sewer Collection System FSEs for a fee, and Springfield agrees to provide the limited FOG administration services for a fee.

ARTICLE II DEFINITIONS

- 2.1 Agreement means this Mutual Aid and Assistance Agreement, including all amendments and addendums thereto.
- 2.2 Authorized Official means an employee, officer, or designee of the party that is authorized to request assistance; offer assistance; refuse to offer assistance or withdraw assistance under this Agreement.

- 2.3 Effective Date means the date established in accordance with Section 9.1.
- 2.4 Emergency means any occurrence that is or could reasonably be beyond the capability of the services, personnel, equipment, and facilities of the party to fully manage and mitigate internally. An emergency need not be declared pursuant to Mo. Rev. Stat. §44.010-44.130 to be an Emergency under this Agreement.
- 2.5 Food Service Establishment (FSE) means an operation that stores, prepares, packages, services, or otherwise provides food for human consumption. A Mobile food establishment means a FSE that operates from a movable vehicle, portable structure, or pushcart.
- 2.6 FOG or Fats, Oils, and Grease permitting, and inspection services means Regulatory requirements to ensure sewer use compliance with the adopted International Plumbing Code, Land Development Springfield City Code Section 36, 1003.3. Permitting consists of requiring a grease removal device capable of removing the daily pounds of FOG discharged from the FSE and identifying the required cleaning frequency.
- 2.7 Period of Assistance means a specified period of time when the Responding Party assists the Requesting Party. The period commences when personnel, equipment, or supplies depart from Responding Party's facility and ends when the resources return to their facility (portal to portal). All protections identified in the Agreement apply during this period. The specified Period of Assistance may occur during response to or recovery from an Emergency.
- 2.8 Requesting Party means the party who requests aid or assistance under this Agreement.
- 2.9 Responding Party means the party that responds to a request for aid or assistance under this Agreement.

ARTICLE III RESPONSIBILITIES OF THE PARTIES

- 3.1 Authorized Official and Contact Information. Parties shall identify an Authorized Official and alternates and shall provide contact information including 24-hour access information. This information should be updated as needed to ensure that it is current and will be included on both Springfield's quarterly wastewater billing and OCWC's annual report as required by Section 312 of the wastewater service contract.

ARTICLE IV REQUEST FOR ASSISTANCE

- 4.1 Party Request. In the event of an Emergency, a Party's Authorized Official may request mutual aid and assistance for its wastewater system from the other Party. Requests for assistance may be made orally or in writing. When made orally, the request for personnel,

equipment, and supplies shall be prepared in writing and forwarded to the Requesting Party as soon as practicable, but in no event later than 3 days after the initial request. Requests for assistance shall be directed to the Authorized Official of the other Party.

When making a Request for Assistance, the Party shall provide the following information:

- a. A general description of the assistance needed;
- b. The part of the wastewater system for which assistance is needed;
- c. The amount and type of personnel, equipment, materials and supplies needed and a reasonable estimate of the length of time they will be needed;
- d. A specific time and place for a representative of the Requesting Party to meet the personnel and equipment of the Responding Party; and
- e. A description of work conditions and special constraints such as availability of fuel, supplies, lodging/meal support, medical facilities, security, communications, etc.

- 4.2 Response to a Request for Assistance. After a Party receives a Request for Assistance, the Authorized Official shall evaluate whether or not to respond, whether resources are available to respond, or if other circumstances would hinder response. Following the evaluation, the Authorized Official shall inform the Requesting Party, as soon as possible, whether it will provide the requested assistance.

If the Party is willing and able to provide assistance, the Party shall provide the following information to the Authorized Official of the Requesting Party:

- a. A description of the personnel, equipment and materials available to respond;
- b. The estimated length of time the personnel, equipment and materials will be available;
- c. The name of the person or persons to be designated as supervisory personnel; and
- d. The estimated time when the assistance can arrive at the location designated by the Authorized Official of the Requesting Member.

- 4.3 Discretion of Responding Party's Authorized Official. Execution of this Agreement does not create any duty to respond to a Request for Assistance. When a party receives a Request for Assistance, the Authorized Official shall have sole and absolute discretion as to whether or not to respond, or the availability of resources to be used in such response. The decision of a Party's Authorized Official on the availability of resources shall be final.

ARTICLE V RESPONDING PARTY PERSONNEL

- 5.1 Personnel. During the period of Assistance, employees of a Party remain employees of that Party. Personnel sent by a Responding Party shall remain under the direct supervision of the Responding Party.

- 5.2 Status. To the extent provided by law, whenever the Responding Party's employees are rendering aid and assistance pursuant to this Agreement, such employees shall retain the same powers, duties, immunities, and privileges they would ordinarily possess if performing their duties within the geographical limits of the Responding Party.
- 5.3 Right to Withdraw. The Responding Party's Authorized Official retains the right to withdraw some or all of its resources at any time for any reason at the Responding Party's sole and absolute discretion. Notice of intention to withdraw must be communicated to the Requesting Party's Authorized Official as soon as practicable under the circumstances.

ARTICLE VI COSTS OF RESPONSE AND COST REIMBURSEMENT

- 6.1 Cost Reimbursement to Responding Party. Unless otherwise mutually agreed in whole or in part, the Requesting Party shall reimburse the Responding Member for the categories of costs listed in Section 6.2 to 6.5 incurred during the specified Period of Assistance. The Responding Party shall track, record and submit its costs incurred during the specified Period of Assistance as provided in Sections 6.2 to 6.4.
- 6.2 Personnel Costs. The Responding Party's designated supervisor(s) must keep accurate records of work performed by personnel during the specified Period of Assistance. Responding Party's personnel costs shall include the base salaries and overhead costs of responding personnel.
- 6.3 Equipment and Equipment Costs. Responding Party's costs for equipment used during the specified Period of Assistance shall include, but not be limited to, reasonable rental rates, all fuel, lubrication, maintenance, transportation, and loading and/or unloading of loaned equipment. If Responding Party equipment is loaned to the Requesting Party, all equipment shall be returned to the Responding Member in good working order as soon as is practicable and reasonable under the circumstances. Requesting Party must reimburse Responding Party for any damages to equipment.
- 6.4 Costs for Materials and Supplies. Responding party's cost for expendable or nonreturnable materials and supplies shall be based on in kind or actual replacement costs, plus handling charges.
- 6.5 Fats, Oils, and Grease (FOG) Permit Fee. The FOG permit fee is periodically established by Springfield City Council to recover costs associated with administering the FOG Program. Food Service Establishments within the English Village Service area will be inspected by Springfield personnel and the resulting permit fees will be invoiced to OCWC.
- 6.6 Payment Period for Cost Reimbursement. Responding Party will provide an itemized bill to the Requesting Party for all expenses incurred by the Responding Party while

providing assistance under this Agreement. The Requesting Party must pay the bill in full within 60 days following the billing date. The Requesting Party may request additional periods of time within which to pay the itemized bill, and Responding Party will not unreasonably withhold consent to such request, provided, however, that all payment shall occur not later than one-year after the date a final itemized bill is submitted to the Requesting Party.

ARTICLE VII RISK ALLOCATION

- 7.1 Immunity. All parties that are governmental entities are entitled to governmental immunities under law, including but not limited to Section 537.600 Rev. Stat. Mo. Nothing contained herein shall waive the rights and defenses to which each party may be entitled under law, including but not limited to all of the immunities, limitations, and defenses under Section 537.600 Rev. Stat. Mo, or any subsequent amendments thereof.
- 7.2 Party Responsible for Own Actions. Each Party shall bear the risk of its own actions, as it does with its day-to-day operations.
- 7.3 Employee Claims. The employees of a Responding or Requesting Party shall be covered by his or her employing Party for purposes of workers' compensation, unemployment insurance, and benefits under Chapter 287 Rev. Stat. Mo. regardless of whether the Party employer is a Responding or Requesting Party.
- 7.4 Insurance. Parties shall maintain insurance policies or maintain self-insurance programs that cover activities that it may undertake by virtue of this Agreement.
- 7.5 Survival of Obligations. The obligations set forth in this Article VII shall survive the termination or expiration of this Agreement.

ARTICLE VIII DISPUTES

- 8.1 Disputes. If any controversy or claim arises out of, or relates to, the execution of this Agreement, including, but not limited to, alleged breach of the Agreement, the disputing Parties shall attempt to resolve the dispute by negotiation.

ARTICLE IX EFFECTIVE DATE; MODIFICATION; TERMINATION

- 9.1 Effective Date. This Agreement shall be effective upon the date signed by the last party to this agreement.
- 9.2 Initial Term of Agreement; Renewal. The initial term of this Agreement shall be one (1) year from its effective date. Thereafter, this Agreement shall automatically renew for

additional one-year terms commencing on the anniversary of the effective date of this Agreement.

- 9.3 Termination. Either Party may terminate this Agreement at any time, for any reason, by providing written notice to the other Party.
- 9.4 Effect of Termination. A Party's voluntary termination of this Agreement shall not affect in any way any liabilities or obligations incurred under the terms of this Agreement, including, but not limited to, a Party's duty to reimburse a Responding Party for costs incurred during a Period of Assistance.

ARTICLE X MISCELLANEOUS

- 10.1 Prior Agreements. The terms of this Agreement shall supersede all prior agreements related to the requesting or providing of assistance for wastewater systems to the extent that such prior agreements are inconsistent with this Agreement.
- 10.2 Severability. The Parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the invalid term or provision.
- 10.3 Waiver. Failure to enforce strictly the terms of this Agreement on one or more occasions shall not be deemed a waiver of the right to enforce strictly the terms of this Agreement on any other occasion.
- 10.4 Interpretation. This Agreement shall be construed in accordance with and governed for all purposes by the laws of the State of Missouri.
- 10.5 Non-Discrimination. No Party will discriminate against any employee, client, or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin in the course of carrying out this Agreement.
- 10.6 Compliance with Laws; Jurisdiction; Applicable Law. Each Party will comply with all applicable federal, state and local laws, rules and regulations without limitation to those designated within this Agreement. This Agreement and every question arising hereunder shall be governed by and construed in accordance with the laws of the State of Missouri. Should any part of this Agreement be litigated, venue shall only be proper in the Circuit Court of Greene County, Missouri.
- 10.7 Headings. The headings of various articles and sections of this Agreement have been inserted for convenient reference only and shall not be construed as modifying, amending, or affecting in any way the express terms and provisions of this Agreement or their interpretation.

- 10.8 Prohibition on Third-Parties and Assignment of Rights/Duties. This Agreement is for the sole benefit of the Parties hereto and no other person or entity has any rights under this Agreement as a third-party beneficiary. Assignments of benefits and delegations of duties created by this Agreement are prohibited and without effect.
- 10.9 No Authority to Bind other Parties. No Party to this Agreement has the authority to enter into contracts or agreements on behalf of another Party to this Agreement. This Agreement does not create a partnership between the Parties, and nothing contained herein shall be interpreted to create an employer-employee, master-servant, joint venture, or principal-agent relationship between the Parties in any respect.
- 10.10 Execution of Counterparts. This Agreement may be signed in any number of counterparts with the same effect as if the signatures thereto were upon the same instrument.
- 10.11 Entire Agreement. This document constitutes the entire agreement between the Parties pertaining to the subject matter hereof, and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein. This Agreement will not be modified, amended, or altered except through a written amendment approved by all Parties.

OZARKS CLEAN WATER COMPANY

CITY OF SPRINGFIELD, MISSOURI

By _____

David Casaletto, President
Ozark Clean Water Company

By _____

City Manager

Date: _____

Date: _____

ATTEST:

ATTEST:

Secretary

City Clerk

Date: _____

Date: _____

One-rdg. _____
P. Hrngs. _____
Pgs. 5
Filed: 03-02-21

Sponsored by: Ollis

First Reading: _____

Second Reading: _____

COUNCIL BILL 2021- 057

GENERAL ORDINANCE _____

AN ORDINANCE

1 AMENDING Chapter 120, 'Wastewater Regulations,' Article VI, 'Wastewater Charges
2 and Rates,' Section 120-245, 'Rates of the Springfield City Code,' by
3 establishing a new rate schedule that provides a volumetric or wholesale
4 charge for applicable wastewater customers beginning July 1, 2021, which
5 shall facilitate a new method of billing wastewater charges to Springfield's
6 satellite communities and other potential wholesale customers.
7 _____
8

9 WHEREAS, Springfield owns and operates a regional Publicly Owned Treatment
10 Works (hereinafter "POTW") and has capacity to receive and treat wastewater from
11 surrounding communities, which will provide an environmental benefit to the region by
12 offering effective, efficient, and lower cost wastewater treatment than smaller, separate
13 wastewater treatment facilities; and
14

15 WHEREAS, the City provides wastewater treatment services to the communities
16 of Battlefield, Willard, Strafford, and the service area known as English Village, which is
17 operated by the Ozarks Clean Water Company (hereinafter collectively referred to as
18 "Satellite Communities"); and
19

20 WHEREAS, each of the Satellite Communities are responsible for the ownership
21 and operation of their wastewater collection system and have historically contracted
22 with Springfield for the treatment of their wastewater; and
23

24 WHEREAS, the City has had longstanding contracts with each of the Satellite
25 Communities for the treatment of their wastewater which has historically been billed at
26 the same base charge and volume charge applicable to other customers; and
27

28 WHEREAS, the City wishes to simplify the method of billing for Satellite
29 Communities by charging a volume charge for wastewater based on measured flow at
30 the point of connection; and
31

32 WHEREAS, a code change to the City's Chapter 120, Section 120-245, 'Rates of
33 the Springfield City Code,' is required to reflect the new volume wastewater rate of charge.

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

36
37 Section 1 – Chapter 120, ‘Wastewater Regulations,’ Article VI, ‘Wastewater
38 Charges and Rates,’ Section 120-245, ‘Rates of the Springfield City Code,’ are hereby
39 modified, effective July 1, 2021, to reflect new a rate schedule that provides for a
40 wholesale charge, beginning July 1, 2021, which sections shall read as follows:

41
42 NOTE: Language to be added is underlined. Language to be deleted is ~~stricken~~.

43
44 Sec. 120-245. - Rates.

45 For the services rendered to the city or other public authority, the city or
46 authority shall be subject to the same charges provided in this section for other
47 users of the POTW.

48
49 (1) Effective July 1, 2020, the schedule of wastewater service rates shall be as
50 follows:

- 51
52 a. There shall be assessed to each residential and non-residential user of the
53 POTW a basic customer charge of \$20.89 per month.
54
55 b. In addition to the basic customer charge per month, there shall be an
56 additional monthly volume charge to all users which shall be computed as
57 follows: \$2.50 per each 100 cubic feet of water, or fraction thereof, used per
58 month.

59
60 (2) Effective July 1, 2021, the schedule of wastewater service rates shall be as
61 follows:

- 62
63 a. There shall be assessed to each residential and non-residential user of the
64 POTW a basic customer charge of \$22.03 per month.
65
66 b. In addition to the basic customer charge per month, there shall be an
67 additional monthly volume charge to all users which shall be computed as
68 follows: \$2.60 per each 100 cubic feet of water or fraction thereof used per
69 month.

70
71 c. There shall be assessed to each wholesale user of the POTW a volumetric
72 charge of \$2.48 per each 100 cubic feet of metered wastewater or fraction
73 thereof.

74
75 (3) Effective July 1, 2022, the schedule of wastewater service rates shall be as
76 follows:
77

- 78 a. There shall be assessed to each residential and non-residential user of the
79 POTW a basic customer charge of \$23.34 per month.
80
81 b. In addition to the basic customer charge per month, there shall be an
82 additional monthly volume charge to all users which shall be computed as
83 follows: \$2.71 per each 100 cubic feet of fresh water or fraction thereof
84 used per month.
85
86 c. There shall be assessed to each wholesale user of the POTW a volumetric
87 charge of \$2.48 per each 100 cubic feet of metered wastewater or fraction
88 thereof.
89

90 Section 2 – This Ordinance shall be in full force and effect from and after
91 passage.
92

93 Passed at meeting: _____
94

95 _____
96 Mayor
97

98 Attest: _____, City Clerk
99

100 Filed as Ordinance: _____
101

102
103 Approved as to form: John Millington, Deputy City Attorney
104

105
106 Approved for Council action: Jason A. Hays, City Manager

EXPLANATION TO COUNCIL BILL 2021-057

FILED: 03-02-21

ORIGINATING DEPARTMENT: Environmental Services

PURPOSE: To amend City Code Chapter 120, Wastewater Regulations, Article VI, Wastewater Charges and Rates to establish a new rate schedule that provides a volumetric or wholesale charge for applicable wastewater customers beginning July 1, 2021. This change will facilitate a new method of billing wastewater charges to Springfield's satellite communities and other potential wholesale customers.

BACKGROUND INFORMATION: The City has historically provided contract wastewater service to the communities of Battlefield, Willard, Strafford, and the service area known as English Village, which is operated by the Ozarks Clean Water Company. Each community owns and operates their own sewer collection system which then discharges into the Springfield sewer system at a point of connection.

Under these contracts, each community makes a monthly payment to Springfield based on the number of wastewater connections and the total wastewater volume billed to its customers during that month. These contracts allow each satellite community to deduct a percentage of this remittance to defer system operation and maintenance costs. Springfield's permits with the Missouri Department of Natural Resources ("MDNR") include several operational requirements, including the need to adopt and maintain sewer use ordinances that prohibit certain substances from entering its sewer system. Since each Satellite Community's sewer collection system flows into and forms an extension of Springfield's permitted system, they are also required to adopt and maintain similar sewer use ordinances.

For many years, these agreements have served both Springfield and the Satellite Communities well. However, following a lengthy review of our mutual agreements, it is evident the current contract has proven unnecessarily cumbersome for both the Satellite Communities and Springfield. For this reason, the City of Springfield is proposing to restructure each of the current wastewater contracts to provide a more streamlined approach and improve contract conformity.

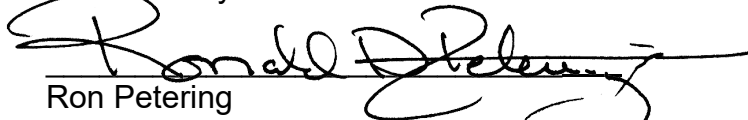
Future contracts will assess charges based on a per 100 cubic feet ("ccf") charge, or "wholesale" rate, that will be measured at the point of connection and billed no less often than quarterly. The total costs recovered by Springfield under this new approach are very similar to the revenue we receive today, but the distribution of these costs will be somewhat different, resulting in increases or decreases for each of the communities we serve.

This updated process will no longer require Satellite Communities to monthly report their number of customers and individual wastewater use. It will also eliminate fees for each new permitted sewer connection. Each Satellite Community will be invoiced no less often than quarterly based on the measured wastewater contributed to Springfield's

Publicly Owned Treatment Works.

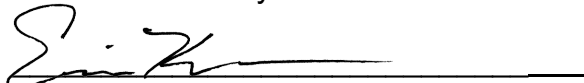
REMARKS: The Department of Environmental Services recommends approval of the proposed rate schedule and addition of a volumetric charge.

Submitted by:



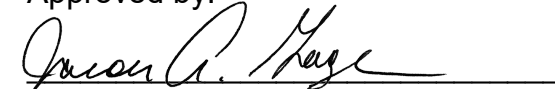
Ron Petering
Assistant Director of Environmental Services

Recommended by:



Erin Kemper,
Director of Environmental Services

Approved by:



Jason Gage,
City Manager

One-rdg. _____
P. Hrings. _____
Pgs. 4 _____
Filed: 03-02-21 _____

Sponsored by: Ferguson, Hosmer,
McClure, and Simpson

First Reading: _____

Second Reading: _____

COUNCIL BILL 2021- 058

SPECIAL ORDINANCE _____

AN ORDINANCE

1 AMENDING the budget of the Department of Building Development Services for
2 Fiscal Year 2020-2021 in the amount of \$150,000 to appropriate a
3 portion of the Fiscal Year 2018-2020 carryover funds to provide the
4 equivalent of three full-time additional code compliance officers to
5 enhance proactive City Code enforcement.
6 _____
7

8 WHEREAS, Resolution 10554, passed on February 16, 2021, adopted City
9 Council Priorities, which include applying a significantly stricter enforcement approach
10 to nuisance law violations and addressing quality of life issues, with special emphasis
11 on reducing chronic nuisance properties to ensure clean, safe neighborhoods; and
12

13 WHEREAS, additional code compliance officers would facilitate moving from a
14 complaint-driven enforcement process to a proactive process including City-initiated
15 property inspections and enforcement; and
16

17 WHEREAS, this Council bill will provide funding for the equivalent of three full-
18 time additional contract code compliance officers.
19

20 NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF
21 SPRINGFIELD, MISSOURI, as follows, that:
22

23 Section 1 – The budget of the Department of Building Development Services for
24 Fiscal Year 2020-2021 is hereby amended in the accounts and in the amounts as
25 shown on Budget Adjustment No. 64, a copy of which is attached hereto and
26 incorporated herein by reference as “Exhibit A” for the purpose of funding the equivalent
27 of three full-time additional contract code compliance officers to enhance proactive City
28 Code enforcement of nuisance law violations.
29

30 Section 2 – City Council finds the budget adjustment has been recommended by
31 the City Manager.
32

33 Section 3 – The City Manager is directed to cause the appropriate accounting
34 entries to be made in the books and records of the City.

35
36 Section 4 – This Ordinance shall be in full force and effect from and after
37 passage.

38
39 Passed at meeting: _____

40
41
42 _____
43 Mayor

44
45 Attest: _____, City Clerk

46
47 Filed as Ordinance: _____

48
49 Approved as to form: Rhonda Lewsader, City Attorney

50
51
52 Approved for Council action: Jason A. Page, City Manager
53

EXPLANATION TO COUNCIL BILL 2021-058

FILED: 03-02-21

ORIGINATING DEPARTMENT: Law

PURPOSE: To amend the budget of the Department of Building Development Services for Fiscal Year 2020-2021 in the amount of \$150,000 to appropriate a portion of the Fiscal Year 2018-2020 carryover funds to provide the equivalent of three full-time additional code compliance officers to enhance proactive City Code enforcement.

BACKGROUND INFORMATION: This bill was requested by Mayor Pro Tem Phyllis Ferguson and Councilmember Craig Hosmer.

On February 16, 2021, City Council passed Resolution 10554, which adopted City Council Priorities. The adopted priorities include applying a significantly stricter enforcement approach to nuisance law violations and addressing quality of life issues, with special emphasis on reducing chronic nuisance properties to ensure clean, safe neighborhoods. The City has been using an enforcement process that was triggered by citizen complaints. However, a proactive approach of City-initiated property inspections and enforcement would be beneficial to achieve City Council's priorities regarding nuisance law violations.

Additional code compliance officers would facilitate moving from a complaint-driven enforcement process to a proactive process including City-initiated property inspections and enforcement. This bill would provide funding of \$150,000 to fund the equivalent of three full-time additional contract code compliance officers.

Recommended by:


Rhonda Lewsader, City Attorney

Approved by:


Jason Gage, City Manager

CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Exhibit A

Budget Adjustment
064

Revenues:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
Net Revenue Adjustment						\$ -	

Expenditures:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
10110	03	10020	500130	000000	00000	\$ 150,000	Temporary Wages
Net Expenditure Adjustment						\$ 150,000	

Fund Balance Appropriation:

Fund	Title	Amount
10110	09 General Fund	(150,000)

Explanation: To amend the FY2020-2021 budget by appropriating fund balance for contract code compliance officers.

Requested By:



Department Head 3/2/21
Date

Approved By:



Director of Finance 3/2/21
Date

City Manager Date

Authorization:

Council Bill No. 2021-058
Ordinance No. _____
1st Reading _____
2nd Reading _____
Journal Imp No. _____

One-rdg. _____
P. Hmgs. _____
Pgs. 5 _____
Filed: 03-02-21 _____

Sponsored by: Lear

First Reading: _____

Second Reading: _____

COUNCIL BILL 2021- 059

GENERAL ORDINANCE _____

AN ORDINANCE

1 AUTHORIZING a variance to the unauthorized use charge for receiving overrun gas
2 after notice and without prior approval, each as described or
3 defined in the Curtailable Gas Service Rate (Gas Rates Sheet No.
4 3 of General Ordinance 6319), to be imposed by City Utilities of
5 Springfield, Missouri.
6 _____
7

8 WHEREAS, because of increased demand for natural gas due to prolonged sub-
9 zero temperatures and decreased supply from frozen natural gas wells, extraordinary
10 energy market charges were incurred by City Utilities of Springfield, Missouri ("City
11 Utilities"), during February 2021; and
12

13 WHEREAS, the Board of Public Utilities has recommended that the unauthorized
14 use charge for receiving overrun gas after notice and without prior approval, which is
15 based on such energy market charges, be decreased to reduce the impact of the
16 energy market charges on City Utilities' curtailable customers.
17

18 NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF
19 SPRINGFIELD, MISSOURI, as follows, that:
20

21 Section 1 – Notwithstanding the language of the Curtailable Gas Service Rate,
22 any customer receiving overrun gas, after notice and without prior approval, in February
23 2021 shall be subject to an unauthorized use charge of one and one half (1.5) times the
24 average Gas Daily Index for Southern Star Central Gas Pipeline, Inc., or its successors,
25 expressed as dollars per therm. For purposes of this Ordinance, "unauthorized use
26 charge" and "overrun gas" shall be as described or defined in 'Attachment 3,' Gas Rates
27 Sheet No. 3 of General Ordinance 6319, 'Curtailable Gas Service Rate.'
28

29 Section 2 – This Ordinance shall be in full force and effect from and after
30 passage.
31

32 Passed at meeting: _____
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Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: Rhonda Lewsader, City Attorney

Approved for council action: Jason A. Hage, City Manager

EXPLANATION TO COUNCIL BILL 2021- 059

FILED: 03-02-21

ORIGINATING DEPARTMENT: City Utilities of Springfield, Missouri ("City Utilities").

PURPOSE: To approve a variance to the unauthorized use charge as defined in the Curtailable Gas Service Rate (Gas Rates Sheet No. 3 of General Ordinance 6319), because of unprecedented energy market charges which occurred during February 2021.

BACKGROUND:

Summary of Change

The variance to the unauthorized use charge proposed in the accompanying Ordinance modifies the charge for any City Utilities customer receiving overrun gas, after notice and without prior approval, in February 2021 to one and one half (1.5) times the average Gas Daily Index for Southern Star Central Gas Pipeline, Inc.

Reason for Change

Customers served under the Curtailable Gas Service Rate ("Curtailable Customers") agree to curtail (i.e., stop using) natural gas service as provided under special contract with City Utilities. Curtailable Customers are generally those commercial and industrial natural gas customers of City Utilities who use more than 30,000 therms (the measurement unit for natural gas) or more per month, which is significantly more than residential and other commercial and industrial natural gas customers use on average.

Having Curtailable Customers allows City Utilities to maintain natural gas service to its other customers (who are referred to as "firm customers") during periods of high demand where the pipeline capacity to deliver natural gas to City Utilities' firm customers is needed. The reduced rate for natural gas service reflected in Curtailable Customers' bills is partially offset by their cost to have, run and maintain backup generation systems.

By written agreement, Curtailable Customers agree that in exchange for not paying certain pipeline transmission and storage service fees, they (1) will have a backup generation system that can substitute for natural gas usage; and (2) will curtail natural gas usage when City Utilities notifies them of a natural gas shortage.

The Curtailable Gas Service Rate also provides that if Curtailable Customers do not curtail their usage of natural gas upon notice and without prior approval, they will pay an unauthorized use charge. The purposes of this charge include discouraging Curtailable Customers from using natural gas after receiving notice of a curtailment and making

sure that City Utilities recovers any costs it may have incurred due to penalties charged by natural gas pipeline(s).

The Curtailable Gas Service Rate states that Curtailable Customers who use natural gas without approval after they have received notice of curtailment must pay a penalty of the higher of:

1. \$1.50 per therm; or
2. Ten (10) times the price that City Utilities paid for the gas, which is determined by the Gas Daily Index for Southern Star Central Gas Pipeline, Inc. or its successors.

City Utilities notified Curtailable customers that a curtailment was required beginning 9 a.m. on Saturday, February 13, 2021, and extending until 9 a.m. on Friday, February 19, 2021.

During the period of February 13-19, 2021, the City of Springfield and the entire Midwest experienced an unprecedented weather and subsequent energy market event. Increased demand due to sub-zero temperatures and decreased supply from frozen natural gas wells caused market gas prices to spike to extraordinarily high levels. To illustrate, the Gas Daily Index for Southern Star Central Gas Pipeline Inc. spiked to more than \$300.00 per dekatherm (\$32.9595 per therm) for four consecutive days and to more than \$600.00 per dekatherm (\$62.2785 per therm) for one day, exceeding the highest price for this index on record, \$31.265 per dekatherm (\$3.1265 per therm) which occurred in February 2013.

REMARKS:

The Board of Public Utilities of the City of Springfield, Missouri (the "Board"), believes that nearly all of the Curtailable Customers complied with the natural gas curtailment request as best they could, but with record cold weather temperatures coupled with required electrical rolling blackouts, they risked vital exposure to their businesses and the health and safety of their employees and customers.

The Board discussed this matter at its regular meeting held on February 25, 2021. It determined that due to the extraordinarily high cost of natural gas, along with required electrical rolling blackouts, and the good faith efforts demonstrated by nearly all of its Curtailable Customers, the application of the unauthorized use charge as written would result in an unreasonable penalty to the Curtailable Customers.

After analysis and discussion, the Board determined that varying the unauthorized use charge to be imposed during February 2021 from ten (10) times the price of natural gas to one and one-half (1.5) times the price of natural gas would still result in a full recovery of costs caused during the natural gas shortage and continue to provide a deterrent to encourage the Curtailable Customers to be prepared for the future.

The Board will undertake a comprehensive review of this charge and determine if a permanent change is warranted.

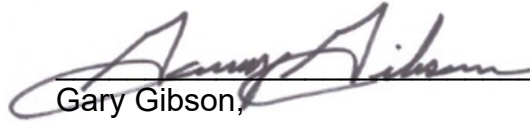
The Board recommends that City Council approve a variance to the unauthorized use charge as provided in the accompanying Ordinance.

Submitted by:



Amy Derdall,
Associate General Manager -Finance
and Chief Financial Officer

Approved by:



Gary Gibson,
General Manager

One-rdg. _____
P. Hrngs. _____
Pgs. 4 _____
Filed: 03-02-21 _____

Sponsored by: Ollis _____

First Reading: _____

Second Reading: _____

COUNCIL BILL 2021- 060 _____

GENERAL ORDINANCE _____

AN ORDINANCE

1 AUTHORIZING a variance to the Recovery Adjustment Factor for Under-recovery
2 (Over-recovery) of Prior Purchased Gas Cost Dollars, each as
3 defined in the Purchased Gas Clause (Gas Rates Sheet No. 4 of
4 General Ordinance 6319), to be calculated by City Utilities of
5 Springfield, Missouri.
6 _____
7

8 WHEREAS, because of increased demand for natural gas due to prolonged sub-
9 zero temperatures and decreased supply from frozen natural gas wells, extraordinary
10 energy market charges were incurred by City Utilities of Springfield, Missouri ("City
11 Utilities"), during February 2021; and
12

13 WHEREAS, the Board of Public Utilities has recommended that cost recovery of
14 such charges be spread over a longer time period than currently provided in the
15 Purchased Gas Clause to reduce the impact of the charges on City Utilities' customers'
16 monthly bills.
17

18 NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF
19 SPRINGFIELD, MISSOURI, as follows, that:
20

21 Section 1 – Notwithstanding the language of the Purchased Gas Clause, Under-
22 recovery (Over-recovery) of Prior Purchased Gas Cost Dollars recorded for February
23 2021 shall be removed from Under-recovery (Over-recovery) of Prior Purchased Gas
24 Cost Dollars used to calculate the semiannual Recovery Adjustment Factor to be
25 effective for the six-month period beginning April 2021. For purposes of this Ordinance,
26 "Recovery Adjustment Factor," and "Under-Recovery (Over-recovery) of Prior
27 Purchased Gas Cost Dollars" shall be as described or defined in 'Attachment 4,' Gas
28 Rates Sheet No. 4 of General Ordinance 6319, 'Purchased Gas Clause.'
29

30 Section 2 – A separate Recovery Adjustment Factor for Under-recovery (Over-
31 recovery) of Prior Purchased Gas Cost Dollars recorded for February 2021 shall be
32 calculated semiannually for estimated recovery of such amount over a period of up to
33 24 months beginning April 2021.

34
35 Section 3 – Any amount of Under-recovery (Over-recovery) of Prior Purchased
36 Gas Cost Dollars recorded for February 2021 remaining at the end of such period shall
37 be calculated together with Under-recovery (Over-recovery) of Prior Purchased Gas
38 Cost Dollars used to calculate the semiannual Recovery Adjustment Factor to be
39 effective for the next six-month period thereafter.

40
41 Section 4 – This Ordinance shall be in full force and effect from and after
42 passage.

43
44 Passed at meeting: _____

45
46 _____
47 Mayor

48
49 Attest: _____, City Clerk

50
51 Filed as Ordinance: _____

52
53
54 Approved as to form: Rhonda Lewsader, City Attorney

55
56
57 Approved for Council action: Jason A. Hage, City Manager

EXPLANATION TO COUNCIL BILL 2021- 060

FILED: 03-02-21

ORIGINATING DEPARTMENT: City Utilities of Springfield, Missouri ("City Utilities").

PURPOSE: To approve a variance to the Recovery Adjustment Factor for Under-recovery (Over-recovery) of Prior Purchased Gas Cost Dollars, each as defined in the Purchased Gas Clause (Gas Rates Sheet No. 4 of General Ordinance 6319), because of unprecedented energy market charges incurred by City Utilities during February 2021.

BACKGROUND:

Summary of Change

The variance to the Recovery Adjustment Factor proposed in the accompanying Ordinance removes Under-recovery (Over-recovery) of Prior Purchased Gas Cost Dollars recorded for February 2021 from the Under-recovery (Over-recovery) of Prior Purchased Gas Cost Dollars used to calculate the semiannual Recovery Adjustment Factor for the six-month period beginning April 2021.

As proposed in the accompanying Ordinance, a separate Recovery Adjustment Factor for Under-recovery (Over-recovery) of Prior Purchased Gas Cost Dollars recorded for February 2021 will be calculated semiannually for estimated recovery of such amount over a period of up to 24 months beginning April 2021. Any amount of Under-recovery (Over-recovery) of Prior Purchased Gas Cost Dollars recorded for February 2021 at the end of such period would be calculated together with Under-recovery (Over-recovery) of Prior Purchased Gas Cost Dollars used to calculate the semiannual Recovery Adjustment Factor to be effective for the next six-month period thereafter.

Approval of this proposal would spread such cost recovery over a longer period than currently provided in the Purchased Gas Clause to reduce the monthly impact to City Utilities customers.

Reason for Change

To mitigate risks associated with natural gas cost volatility, City Utilities uses a natural gas purchasing strategy that includes firm contracts, storage, market purchases, and financial hedge instruments. During the period of February 13-19, 2021, the City of Springfield and the entire Midwest experienced an unprecedented weather and subsequent energy market event. Increased demand for natural gas due to prolonged sub-zero temperatures and decreased supply from frozen natural gas wells caused market gas prices to spike to unprecedented levels. To illustrate, the Gas Daily Index for Southern Star Central Gas Pipeline Inc. spiked to more than \$300.00 per dekatherm for four consecutive days and to more than \$600.00 per dekatherm for one day, exceeding

the highest price for this index on record, \$31.265 per dekatherm which occurred in February 2013. To ensure delivery of natural gas to its customers, it was necessary for City Utilities to purchase a portion of the required natural gas at extraordinarily high market prices.

Actual costs of natural gas purchases for resale to City Utilities customers are passed directly to them through the rate mechanism defined in the Purchased Gas Clause. Each month City Utilities estimates the average cost of natural gas for that month. If gas costs are more or less than estimated, the under or over recovery of natural gas costs is recovered from customers through the Recovery Adjustment Factor, which is recalculated semiannually for recovery over the periods of April through September and October through March. Since the purchased gas costs during February 2021 were extraordinarily high, it is proposed that those costs be calculated and separately recovered over a period of 24 months (which time period may be shortened due to higher gas usage than anticipated or separate recovery of some or all of the subject gas costs during the recovery period) to reduce the monthly impact to City Utilities customers.

REMARKS:

The Board of Public Utilities of the City of Springfield, Missouri (the "Board"), discussed this issue at its regular meeting held on February 25, 2021. It determined that the extraordinarily high cost of natural gas during the week of February 14, 2021, warrants a variance from the Recovery Adjustment Factor if approved by City Council.

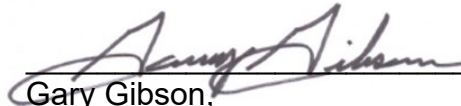
The Board is recommending that February 2021 charges for natural gas be removed from the Recovery Adjustment Factor for April 2021 through October 2021, and that those charges be repaid over a period of time up to 24 months, as provided in the accompanying Ordinance. This would serve to spread the cost recovery over a longer time period for City Utilities customers and reduce the impact on such customers' monthly bills.

Submitted by:



Amy Derdall,
Associate General Manager -Finance
and Chief Financial Officer

Approved by:



Gary Gibson,
General Manager

One-rdg. X
P. Hrngs.
Pgs. 15
Filed: 03-16-21

Sponsored by: Simpson

COUNCIL BILL 2021-065 RESOLUTION

A RESOLUTION

1 AUTHORIZING the Mayor to execute a deed transferring title on all parcels of real
2 property that are currently part of and will now be added to Sequiota
3 Park from the City of Springfield to the City of Springfield, Missouri, by
4 and through the Springfield-Greene County Park Board for expansion
5 of Sequiota Park and transferring management and operation of these
6 parcels to the Park Board.
7
8

9 WHEREAS, the City of Springfield, Missouri ("City"), desires to support the
10 expansion of Sequiota Park and the transfer of the management and operation of all
11 City parcels that will make up said Park to the Springfield-Greene County Park Board
12 ("Park Board"); and
13

14 WHEREAS, the City and the Park Board find and determine it is advantageous
15 and in the best interests of the City, the Park Board, and all citizens who enjoy the park
16 properties and amenities provided to them by the Park Board to transfer the identified
17 tracts of real property, totaling approximately 28.87 acres, to the Park Board; and
18

19 WHEREAS, the City and the Park Board agree and recommend this transfer of
20 title.
21

22 NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF
23 SPRINGFIELD, MISSOURI, as follows, that:
24

25 Section 1 – City Council hereby authorizes the Mayor of the City of Springfield to
26 execute and deliver such documents, deeds and releases as may be required to convey
27 the real property described in the attached Deed, which has been designated as
28 "Exhibit 1" and is incorporated herein as if fully set-forth, with such changes as shall be
29 approved by the City Attorney's Office and the Mayor, such officers' signatures thereon
30 being conclusive evidence of their approval thereof, and such other documents,
31 certificates and instruments as may be necessary or desirable to carry out and comply
32 with the intent of this Resolution.
33

34 Section 2 – This Resolution shall be in effect immediately upon adoption.
35

36 Passed at meeting: _____

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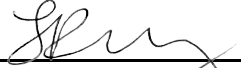
48

49

Mayor

Attest: _____, City Clerk

Filed as Resolution: _____

Approved as to form:  _____, Assistant City Attorney

Approved for Council action:  _____, City Manager

EXPLANATION TO COUNCIL BILL 2021-065

FILED 03-16-21

ORIGINATING DEPARTMENT: CITY AND PARKS

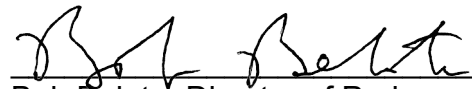
PURPOSE: Authorizing the Mayor to execute a deed transferring title on all parcels of real property that are currently part of and will now be added to Sequiota Park from the City of Springfield to the City of Springfield, Missouri, by and through the Springfield-Greene County Park Board for expansion of Sequiota Park and transferring management and operation of these parcels to the Park Board.

BACKGROUND INFORMATION: Sequiota Park is one of the most popular and frequented historic parks within the countywide park system and, in consideration of the increasing patron demands and traffic experienced at this smaller park site, an expansion of this Park would be a tremendous benefit for the citizens of Springfield, the Park Board and the City. The City has three parcels of real property located in the area of Sequiota Park that are currently zoned for use as Green Space and Parks. If incorporated into Sequiota Park, this expansion will ensure the continued protection of the watershed/floodplain and trail corridor, provide long-term stewardship of the natural environment and wildlife habitat areas, allow for additional nature exploration and needed park amenities, help support long-term parking provisions, and provide much-needed park space for this popular destination-type park resource. Please see attached "Exhibit 2," which illustrates the location of the three parcels, totaling 16.18 acres, the location of the trail corridor and the areas within the floodplain. These parcels are contiguous with the park itself or adjacent to one another, which will allow continual expansion of this park and will assist the Park Board in meeting the demands and needs of the citizens and patrons who use this park amenity. Attached as "Exhibit 3," is the presentation given to City Council during its lunch meeting on February 2, 2021 and provides the history of this park site, the issues that need addressed to improve this park, and possible plans for future development and improvement of this community gem.

Additionally, for consistency and to clarify the ongoing management and operation of Sequiota Park by the Park Board, the Park Board is respectfully requesting that the title for the existing Sequiota Park parcels also be transferred from the City of Springfield to the City of Springfield, Missouri, by and through the Springfield-Greene County Park Board so that all transfer information may be filed together.

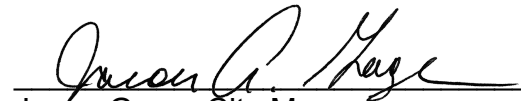
REMARKS: This recommendation to expand the park is consistent with the 2018-19 "Our Galloway" planning process for that corridor and has the unanimous support of all impacted City departments, including Public Works, Parks, Planning, Economic Development and the City Manager's Office. The Park Board has approved acceptance of this property into the countywide park system and respectfully requests support, acknowledgement and approval of this transfer of title for the approximate 28.87 acres of real property identified in "Exhibit 1" and as more fully described therein.

Submitted and Approved by:



Bob Belote, Director of Parks

Submitted and Approved by:



Jason Gage, City Manager

QUITCLAIM DEED

THIS INDENTURE, made this ____ day of _____, 20____, by and between the **City of Springfield, Missouri**, a municipal corporation of the County of Greene in the State of Missouri (“City”), Grantor (whether singular or plural), and the **City of Springfield, Missouri, by and through the Springfield-Greene County Park Board**, an Administrative Board of the City of Springfield, Missouri (“Park Board”), Grantee. Mailing address of Grantor: 840 N Boonville Ave, Springfield, Missouri 65802. Mailing address of Grantee: Springfield-Greene County Park Board, 1923 N Weller Ave, Springfield, Missouri 65803.

WITNESSETH: that said Grantor, in consideration of the sum of Ten Dollars (\$10.00) and other valuable considerations to it paid by Grantee, the receipt of which is hereby acknowledged, does by these presents remise, release, and forever quitclaim unto said Grantee, its successors and assigns, the following described real estate and interests in real estate in the County of Greene, State of Missouri, to operate as a Park, to-wit:

**SEE ATTACHED EXHIBIT A
WHICH IS INCORPORATED HEREIN BY
REFERENCE AS IF FULLY SETOUT**

TO HAVE AND TO HOLD the same together with all rights, immunities, privileges, and appurtenances thereto belonging, or in anywise appertaining unto said Grantee, its successors and assigns forever, so that neither said Grantor nor its heirs, 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 or title to the aforesaid premises or any part thereof which conflicts with that granted herein to Grantee.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the said Grantor has executed the above the day and year first above written.

THE CITY OF SPRINGFIELD, MISSOURI

By: _____
Mayor or Acting Mayor of City

Attest: _____
City Clerk or Assistant City Clerk

ACKNOWLEDGMENT BY CITY

STATE OF MISSOURI) ss.
COUNTY OF GREENE)

On this _____ day of _____, 20____, before me appeared _____, personally known to me, who being by me duly sworn, did say that he is the Mayor/Acting Mayor of the City of Springfield and that the foregoing instrument was signed and sealed on behalf of the City of Springfield and that he acknowledged said instrument to be the free act and deed of the City of Springfield and that it was executed for the consideration stated herein and no other. IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, in the County and State aforesaid the day and year first above written.

Notary Public

Date: _____

Approved as to Form by: _____, City Attorney or Assistant City Attorney

EXHIBIT A
LEGAL DESCRIPTION FOR TRACTS I, II, III, IV AND V

All existing public easements and rights-of-way for each Tract shall remain intact and shall not merge with this Deed.

TRACT I (TAKEN FROM BOOK 1720 PAGE 134)

All of Lot Twenty-three (23) PARKVIEW PLACE, now known as Block One (1) in AMENDED PLAT OF PARKVIEW PLACE, an addition, according to the recorded plat thereof, in Greene County, Missouri, except that part described in Deed Book 1241, Page 380, said tract in Book 1241, Page 380, being described as follows: All beginning at the Southwest Corner Block One (1) AMENDED PLAT OF PARKVIEW PLACE ADDITION, thence North along the West side Block One (1) One Hundred Twenty (120) feet, thence East One Hundred Eighty (180) feet, thence South One Hundred Twenty (120) feet, to the North side of Park Street, thence West One Hundred Eighty (180) feet to beginning, all in Greene County, Missouri.

TRACT II (TAKEN FROM BOOK 1647 PAGE 2105)

All beginning Southwest corner Block One (1) Amended Plat of Park View Place Addition; thence North along West side Block One (1), a distance of 120 feet; thence East 180 feet; thence South 120 feet to the North side of Park Street; thence West 180 feet to beginning.

TRACT III (TAKEN FROM BOOK 1732 PAGE 878)

All beginning at the Northwest Corner of the State Fish Hatchery property which point is the East line of the railroad right-of-way; thence Northeasterly along the railroad 469 feet; thence Southeasterly parallel with the north line of the State Fish Hatchery 556.38 feet; thence Southwesterly 469 feet to the Northeast Corner of the State Fish Hatchery property; thence Westerly along the north line of the Fish Hatchery to the place of beginning; being in the Northeast Quarter of the Northwest Quarter of Section 9, Township 28, Range 21, in Greene County, Missouri, except that part sold to Verdie L. Davis and Weymuth Davis, recorded in Book 816, Page 108, in the Recorder's Office, Greene County, Missouri, except the North 159 feet of the East 250 feet conveyed to Watts in Book 835, Page 452 and Book 867, Page 24, in the Recorder's Office, Greene County, Missouri; and except the East 200 feet of the South 210 feet which was sold to Samuel L. and Alma L. Gullledge, recorded in Book 1711, Page 1269, in the Recorder's Office, Greene County, Missouri.

TRACT IV (TAKEN FROM BOOK 1194 PAGE 3)

All beginning at a point 69 rods south of north line of Section 9, Township 28, Range 21, on the east side of the right of way of the Springfield and Southern Railway thence south 88 degrees east 37 rods to the northeast corner of the tract herein conveyed thence south 14 degrees east 10 rods thence south 6 degrees west 8 rods thence south 34 degrees west 18 rods to the foot of the hill thence west to the branch and 3 feet into the water thence south 4 rods thence east to the southwesterly line left at the foot of the hill 6 rods more or less and at a point of 4 rods south of that point thence 21 rods on

said line to the southeast corner of said tract herein conveyed near the old Lime Kiln, thence north 69 degrees west 21 rods to the railroad right of way thence northerly along the railroad right of way 49 rods and 12 links to the place of beginning (bearings and distances subject to correction by the County Surveyor) said tract including the mouth of the cave known as Springdale formerly Fishers Cave and use of said cave where it extends under the land for a distance of about 52 rods from the mouth to a natural fall at that point and privileges of backing water to that point, the tract in this description containing ten acres. Also a part of the east half of the Northwest Quarter of Section 9, Township 2, Range 21, as follows: Beginning at the northeast corner of the 10 acre tract first herein described running thence north 17 degrees west 8 rods and 24 links thence north 82 ½ degrees west 33 rods and 18 links to Springfield and Southern Railroad right of way to the northwest corner of said ten acre tract first herein described thence along the north line of said tract to place of beginning 36 rods and 24 links, the tract in this description containing two acres. The two descriptions heretofore described containing 12 acres.

And also a tract beginning at a point sixty-nine (69) rods south of the north line of Section Nine (9), Township Twenty-eight (28), Range Twenty-one (21), on the east side of the right-of-way of the Springfield and Southern Railway, thence south eighty-eight degrees (88), east thirty-seven (37) rods, thence south fourteen (14) degrees, east ten (10) rods, for a second beginning point, thence south fourteen (14) degrees, east five hundred seventy-six (576) feet, thence with an angle of eighty-three (88) degrees to the right three hundred seventy-one (371) feet, thence with an angle of thirteen degrees thirty-five minutes (13° 35") left two hundred five (205) feet, to the south east corner of the ten (10) acre tract heretofore deeded to the State of Missouri, thence to the second beginning point along the east line of the said ten (10) acre tract, the description of which line is as follows: Beginning again at the above mentioned second beginning point, thence south six (6) degrees west eight (8) rods, thence south thirty-four (34) degrees, west eighteen (18) rods to the foot of the hill, thence west to the branch and three feet into the water, thence south four (4) rods, thence east to a southwesterly line at the foot of the hill six (6) rods more or less, and at a point four (4) rods south of that point, thence twenty-one (21) rods on said line to the southeast corner of said ten (10) acre tract, containing two and sixty-eight hundredths (2.68) acres more or less in Greene County, Missouri.

TRACT V (TAKEN FROM BOOK 1672 PAGE 1098)

All of Lots 1, 2, 3, 4, 5, 6, and 7, Block 10, and ALL of Lots 1 and 2, Block 9, in Parkview Place, Amended Plat, a subdivision of part of the East Half of the Northwest Quarter and the West Half of the Northeast Quarter of Section 9, Township 28, Range 21, in Greene County, Missouri.



SEQUIOTA PARK
PROPERTY LINE EXHIBIT

Exhibit 2

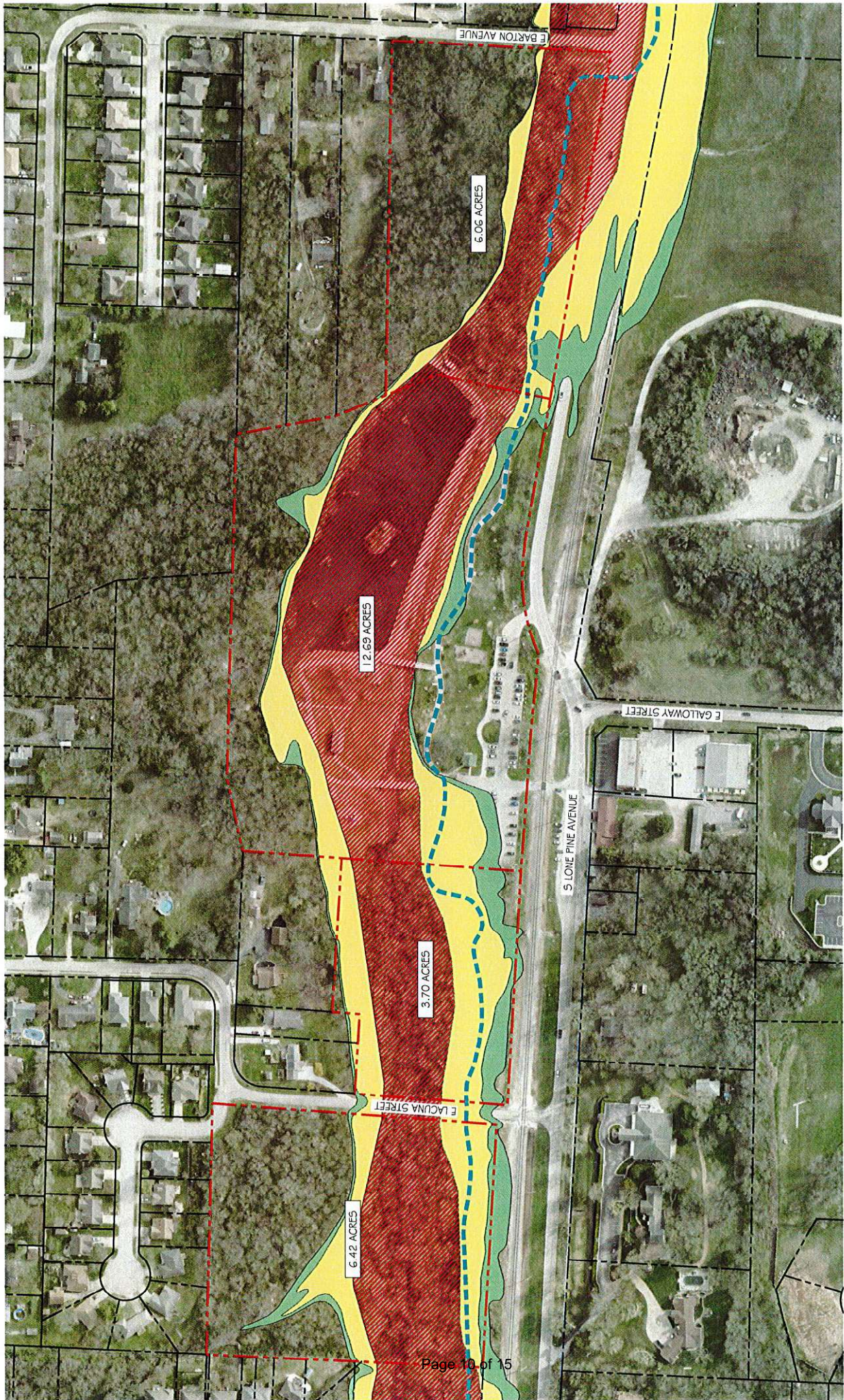
LEGEND

--- EXISTING GREENWAY TRAIL

OCTOBER 13, 2020

1"=80'-0"
0' 40' 80' 160' NORTH





OCTOBER 13, 2020
 1"=80'-0"
 0 40 80 160
 NORTH

LEGEND
 ——— EXISTING GREENWAY TRAIL

**SEQUIOTA PARK
 FLOOD PLAIN EXHIBIT**



OCTOBER 13, 2020

1"=500' 0"

0 250 500 1000 Feet

LEGEND

DASHED GREENWAY TRAIL

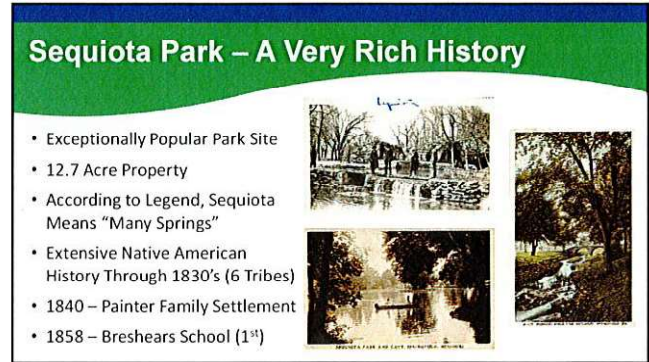
CITY OWNED PROPERTY

OZARK GREENWAYS OWNED PROPERTY

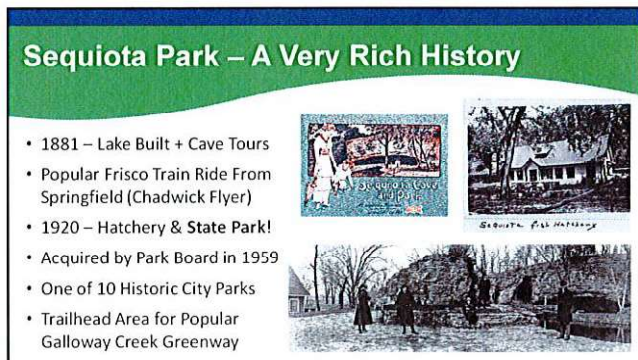
Exhibit 3



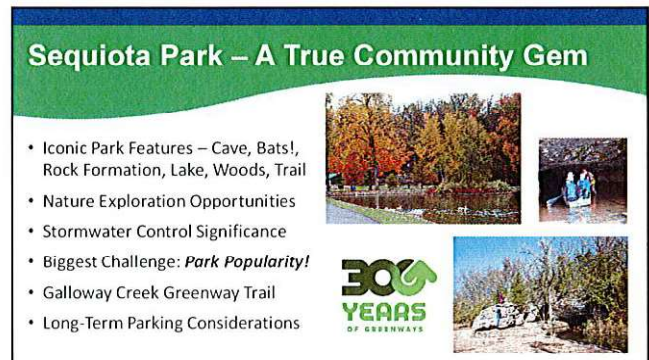
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4

"Our Galloway" Plan Recommendations

- Expand Sequiota Park!
- Enhance Natural Environment
- Protect Wooded Areas & Wildlife Habitat
- Add Picnic Areas/Pocket Parks
- Improve Greenway Trails
- Pedestrian & Cyclist Safety



5

"Our Galloway" Plan Citizen Inquiry

- Three City Property Tracts in Immediate Park Vicinity (Late 70's)
- Properties Serve Stormwater & Park/Trail Buffer Purposes
- Citizen Inquiry – Conservation Easement for North Tract?
- Assessment by City Depts/Staff
- Staff Recommendation to CM



6



SEQUIOTA PARK
PROPERTY LINE EXHIBIT

7

Recommendation – Formally Expand Sequiota Park

- Formally Designate 3 City Tracts as Park Properties
- Properties Already Used for Stormwater & Park Purposes
- Increases Available Park-Area Space From 12.7 to 28.9 Acres!
- Better Long-Term Planning for Both Park & Trail Amenities



8

Recommendation – Formally Expand Sequiota Park

- Additional Nature Exploration
- Preserves Wildlife Habitat
- Stormwater Protections Intact
- Address Linear Parking Needs
- 3rd Property Serves as Trail Buffer, Possible New Amenities
- Supports “Our Galloway” Plan
- Huge Quality of Place Benefit!



9

Parks & Stormwater Partnership Successes

- 2006 Parks & Stormwater Initiative Projects
- Enhance Parks, Improve Stormwater + Add Trail!
- Collaborative Projects: Sequiota, Fassnight, Doling, Close Memorial, Dickerson Park Zoo, Jordan Creek, etc.



10



SEQUIOTA PARK
PROPERTY LINE EXHIBIT

11



SEQUIOTA PARK
FLOOD PLAN EXHIBIT

12



13

Other Positive Considerations for Sequiota Area

- Greenway Trail Opportunities with 3rd Tract (6.42 Acres)
- Galloway CG Trail Restoration
- Lone Pine Bike Park & Brentwood Trail Connector
- Regional/Chadwick Flyer Trail Corridor Possibilities
- Galloway CID/Parks Role

14

Sequiota Park Proposal & Next Steps

- Review by City Depts/Staff
- Discussion with City Council
- Formal Review & Adoption by Park Board
- Bring Formal Ordinance to City Council (March/April)
- Look at Long-Term Sequiota Park Area Master Planning

15

Thanks for Your Continued Support of Our Parks & Trails

The PARK
SPRINGFIELD-GREENE COUNTY PARK BOARD

30 YEARS
OF GREENWAYS

16

One-rdg. X
P. Hrngs.
Pgs. 41
Filed: 03-16-21

Sponsored by: Schilling

COUNCIL BILL 2021-066 RESOLUTION

RESOLUTION

1 ADOPTING the *Grant Avenue Parkway Corridor Plan* as an element of the City's
2 Comprehensive Plan. (Planning and Zoning Commission and staff
3 recommend approval.)
4 _____
5

6 WHEREAS, the Planning and Zoning Commission, by state statute and Section
7 11.2 of the Springfield City Charter, has the authority and the responsibility to develop a
8 master plan, referred to as the Springfield "Comprehensive Plan," for the development
9 of the City of Springfield, Missouri; and
10

11 WHEREAS, Section 11.5 of the City Charter provides that the master plan for the
12 physical development of the City, with the accompanying maps, charts, descriptive and
13 explanatory matter, shall show the Commission's recommendations for the
14 development of City territory; and
15

16 WHEREAS, Section 11.6 of the Charter provides that the Commission may adopt
17 the master plan as a whole by a single resolution, or may by successive resolutions
18 adopt successive parts of the plan, said parts corresponding to major geographical
19 sections of the City or to functional divisions of the subject matter of the plan, and may
20 adopt any amendment or extension thereof or addition thereof; and
21

22 WHEREAS, the Commission has decided to proceed with the formation and
23 adoption of a master plan by functional elements; and
24

25 WHEREAS, after due notice and public hearing, the Commission did adopt, on
26 March 11, 2021, the *Grant Avenue Parkway Corridor Plan* as an element of the
27 Springfield Comprehensive Plan for the development of the City of Springfield, Missouri.
28

29 NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF
30 SPRINGFIELD, MISSOURI, as follows, that:
31

32 Section 1 – City Council hereby adopts the *Grant Avenue Parkway Corridor Plan*
33 as shown on "Exhibit 1" as an element of the Springfield Comprehensive Plan.
34

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

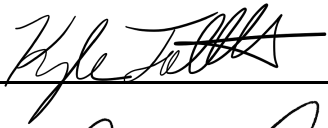
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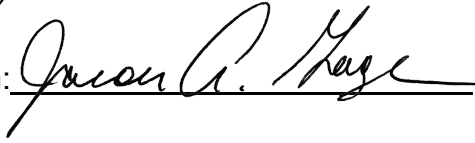
Passed at meeting: _____

Mayor

Attest: _____, City Clerk

Filed as Resolution: _____

Approved as to form:  _____, Assistant City Attorney

Approved for Council action:  _____, City Manager

EXPLANATION TO COUNCIL BILL 2021-066

FILED: 03-16-21

ORIGINATING DEPARTMENT: Planning and Development

PURPOSE: To adopt the *Grant Avenue Parkway Corridor Plan* as an element of the City's Comprehensive Plan (Staff recommends approval).

BACKGROUND INFORMATION:

In 2019, the City received a \$21 million federal BUILD (Better Utilizing Investment to Leverage Development) grant to design and build the Grant Avenue Parkway ("GAP"). Once complete, the Parkway will create an off-street pedestrian and bicycle pathway along Grant Avenue between Sunshine Street and College Street.

In concert with the design of the parkway, the consultants for Forward SGF, the City's Comprehensive Plan, have worked with City staff and the Owner's Representative for the Parkway project to develop a land use and development framework plan for properties adjacent to the Grant Avenue Parkway generally from College Street to Catalpa Street. Over the last six months, City staff and the consultants have conducted a variety of public engagement events to collect input from the public to inform recommendations related to preferred future land use mix, urban design, connections to surrounding neighborhoods and improvements to the transportation network.

The GAP Corridor planning effort has worked closely with Parkway project consultant, CMT, and Forward SGF comprehensive plan consultants, Houseal Lavigne to ensure this Corridor Plan complements other significant planning efforts currently underway including:

- Forward SGF planning downtown as well as planning for the Renew Jordan Creek Project;
- Neighborhood revitalization efforts, Restore SGF and future planning in the West Central Neighborhood; and
- Overall City-Wide Comprehensive Planning Efforts.

This Resolution adopts the *Grant Avenue Parkway Corridor Plan* as an element of the City's Comprehensive Plan.

REMARKS:

The GAP Corridor Plan, attached as "Exhibit 1," focuses on those areas adjacent to the Parkway from College to Catalpa Streets that are generally within 500 feet east and west of the Grant Avenue centerline, as well as Grand Street. The intent of the Plan is

to provide recommendations and strategies to encourage the creation of unique places and individualized identity, with an emphasis on new development being designed at a pedestrian-scale along the Grant Avenue Parkway. The Plan pays close attention to opportunities to capitalize and encourage redevelopment and reinvestment – targeting a variety of housing types, neighborhood commercial and placemaking strategies. The Plan also includes several transportation recommendations to better connect the parkway to neighborhoods, greenway trails and to facilitate new development.

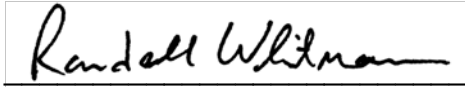
In coordination with the Forward SGF comprehensive planning effort, the Corridor Plan incorporates the use of Placetypes, an approach that focuses not just on land use, but also on design, functionality, and access to infrastructure. The place-based approach to planning does not focus on the uses of individual parcels, but instead it focuses on defining what mix of uses function together to collectively establish an identifiable and memorable place. The four Placetypes present in the corridor planning area include Downtown, Mixed-Use, Mixed-Residential and Established Neighborhood. The Corridor Plan builds on the underlying placetypes by taking a more targeted approach toward individual properties along the corridor by establishing a development and zoning framework that will provide for the integration of more neighborhood commercial and a broader mix of housing types and densities in certain areas along the corridor. The Plan breaks the corridor down into six different subareas, A through F, and establishes a framework for each subarea. The framework and recommended development strategies and regulations for each subarea are intended to capitalize on the unique character of the area and accommodate existing development while encouraging additional opportunities for redevelopment and reinvestment of the properties within that area.

The goal of the Plan is to promote reinvestment and redevelopment that leverages the new Parkway as an asset. The Plan will inform updated regulations that will ask more of the development community in delivering high-quality design that fosters sense of place. In exchange, the regulations will also provide greater flexibility regarding what residents and business owners can do with their property, including a broader range of permitted uses, heights, and density, and provide for greater creativity in design. Since the plan is not a regulatory document, but just establishes the framework for development along the corridor, the Plan includes an implementation strategy and recommends the creation of the Parkway Corridor Overlay Zoning District as the primary implementation tool.

The Planning and Zoning Commission held a public hearing on March 11, 2021 and recommended approval, by a vote of 5 to 0 (one member recused himself and two members were absent), of the *Grant Avenue Parkway Corridor Plan*.

The Planning and Development staff recommends the request be approved.

Submitted by:

A handwritten signature in black ink, reading "Randall Whitman", enclosed within a thin black rectangular border.

Randall Whitman, Principal Planner

Approved by:

A handwritten signature in black ink, reading "Mary Lilly Smith", written in a cursive style.

Mary Lilly Smith, Director

A handwritten signature in black ink, reading "Jason Gage", written in a cursive style.

Jason Gage, City Manager



E x h i b i t 1

GRANT AVENUE PARKWAY CORRIDOR PLAN

Draft – March 3, 2021

HL
HOUSEAL
LAVIGNE

DRAFT
Staff Review





TABLE OF CONTENTS

Introduction & Context	1
Grant Avenue Parkway Corridor Plan	7
Implementation	29



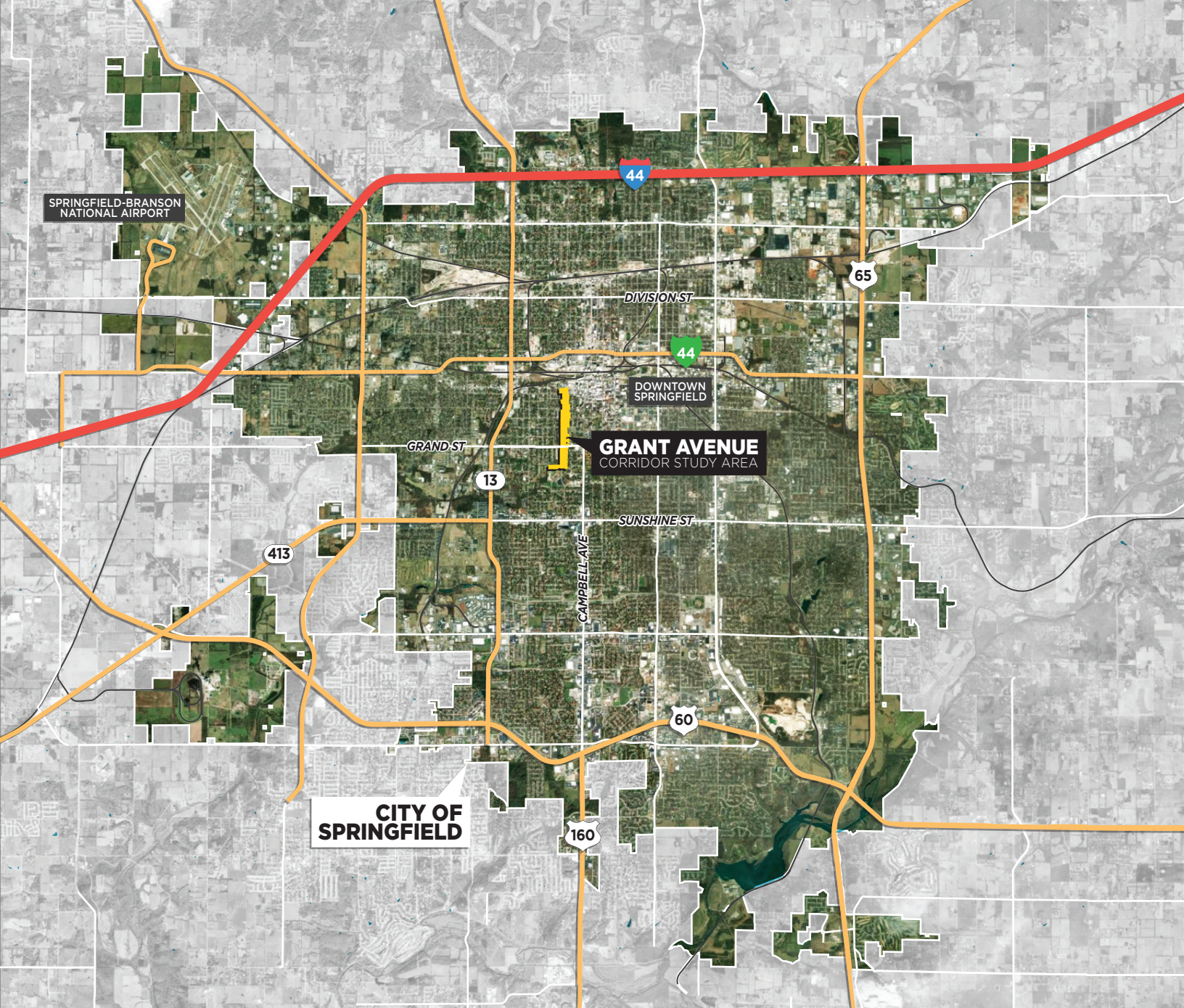
INTRODUCTION & CONTEXT



In 2019, the City of Springfield received a \$21 million federal BUILD (Better Utilizing Investments to Leverage Development) grant to design and build the Grant Avenue Parkway (GAP). Once complete, the Parkway will create an off-street pedestrian and bicycle pathway along Grant Avenue between Sunshine Street and College Street, in the heart of Springfield. The 3-mile stretch will connect downtown Springfield with the Wonders of Wildlife National Museum and Aquarium (WOW) – linking authentic Springfield experiences for both residents and visitors. The Parkway route will further connect parks and recreation amenities, neighborhoods, schools, and fill a vital gap in the Ozark Greenways trail system. This Corridor Plan complements the Parkway project, serving to guide development decisions in the neighborhoods and public spaces along the Grant Avenue corridor.

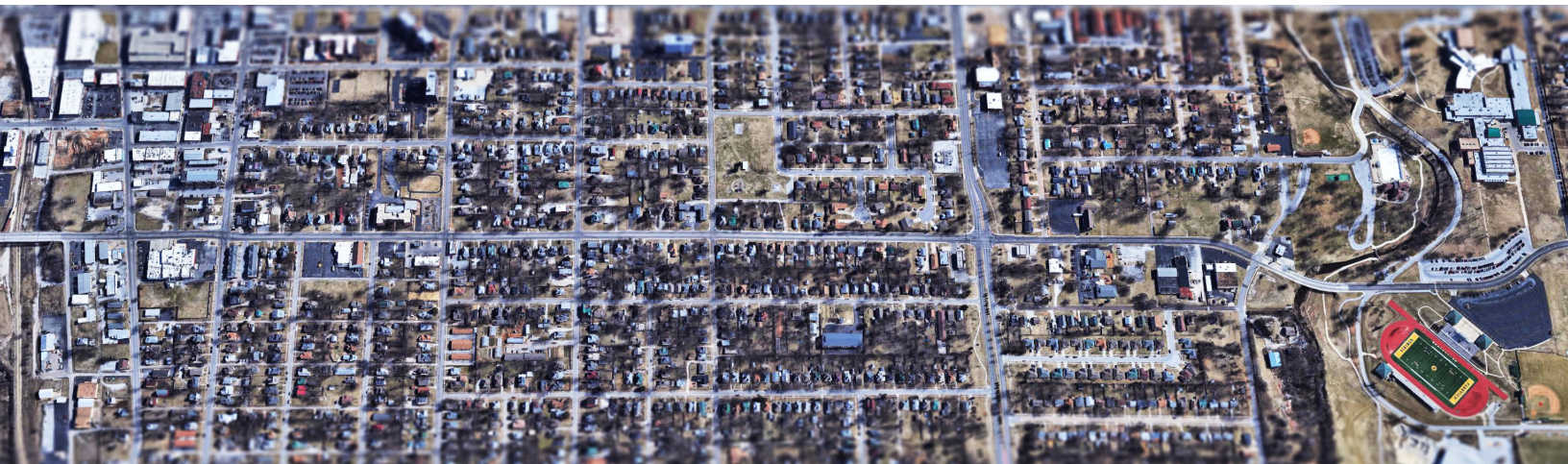
IN THIS CHAPTER

- Planning Area
- More Than a Street project
- Grant Avenue Parkway Overlay District
- Placetype Overview
- Community Engagement
- Proposed Placetypes Map
- Current Zoning Map



PLANNING AREA

The Grant Avenue Parkway Corridor Plan addresses the section of the Grant Avenue Parkway route between College Street and Fassnight Park. The Plan focuses on those areas adjacent to the Parkway that are generally within 500 feet east and west of the Grant Avenue centerline, as well as Grand Street.



MORE THAN A STREET PROJECT

The Grant Avenue Parkway is truly more than just a street project. The Parkway is an opportunity for the City to invest in a public amenity that, with the proper planning and development tools in place, can also be used to spur private investment. The Plan includes recommendations and strategies to encourage the creation of unique places and strengthen community identity with an emphasis on new development being designed at a pedestrian-scale.

The intent of the Plan is to promote reinvestment and redevelopment that leverages the new Parkway as an asset. The Plan will also be used to inform updated regulations that provide for greater flexibility to achieve high-quality design and foster sense of place.

GRANT AVENUE PARKWAY OVERLAY DISTRICT

The recommendations of the Grant Avenue Parkway Corridor Plan will be used to guide the creation of new development regulations and zoning code amendments that will impact the experience and beautification of both public and private properties. Following the adoption of the Corridor Plan, it is recommended that Grant Avenue Overlay District be established as primary implementation mechanism.

INCREASED FLEXIBILITY, INCREASED QUALITY-OF-PLACE

The ultimate goal of the Plan is to promote reinvestment and redevelopment that leverages the new Parkway as an asset. The Plan will inform updated regulations that will ask more of the development community in delivering high-quality design that fosters sense of place. In exchange, those same regulations will also provide greater flexibility regarding what residents and business owners can do with their property, including a broader range of permitted uses and permitted height and density, and provide for greater creativity in design.

PLACETYPE OVERVIEW

The City of Springfield developed the Grant Avenue Parkway Corridor Plan to align with future land use and development policies defined in the Forward SGF Comprehensive Plan. While Forward SGF was still in draft form as the Corridor Plan was developed, the community input received during the Forward SGF process lends strong support to the recommended development.

The Corridor Plan builds on the concept of “placetypes” defined in the Forward SGF draft plan. Each placetype illustrates a logical and common-sense approach to planning that differs from zoning. Rather than focus on the use of a specific parcel of land, the placetype approach looks at the collective mix of uses that function together to create Springfield’s unique neighborhoods and districts (places). These placetypes define the characteristics, scale, form, function and overall use in a given geographic area.

COMMUNITY ENGAGEMENT

Public Input for the Grant Avenue Parkway Corridor Plan was collected throughout the Public Visioning and Public Concept Development phases of the Parkway design process. That input, along with previous input received through the Forward SGF Comprehensive Plan process, was used to inform recommendations related to preferred future land use mix, urban design, connections to surrounding neighborhoods, and improvements to the transportation network.

Project Visioning

4 virtual workshops in Sept.

501 total livestream viewers

268 polling participants

372 Online surveys completed

Concept Development

1 3-hour, segmented Virtual Concept Development event in Nov.

267 total livestream viewers

199 polling participants

24 participants to follow-up poll

35+ one-on-one stakeholder & property owner meetings

The Road Ahead

1 Virtual concept education and Corridor Plan input event in Feb.

480 total livestream viewers

207 polling participants

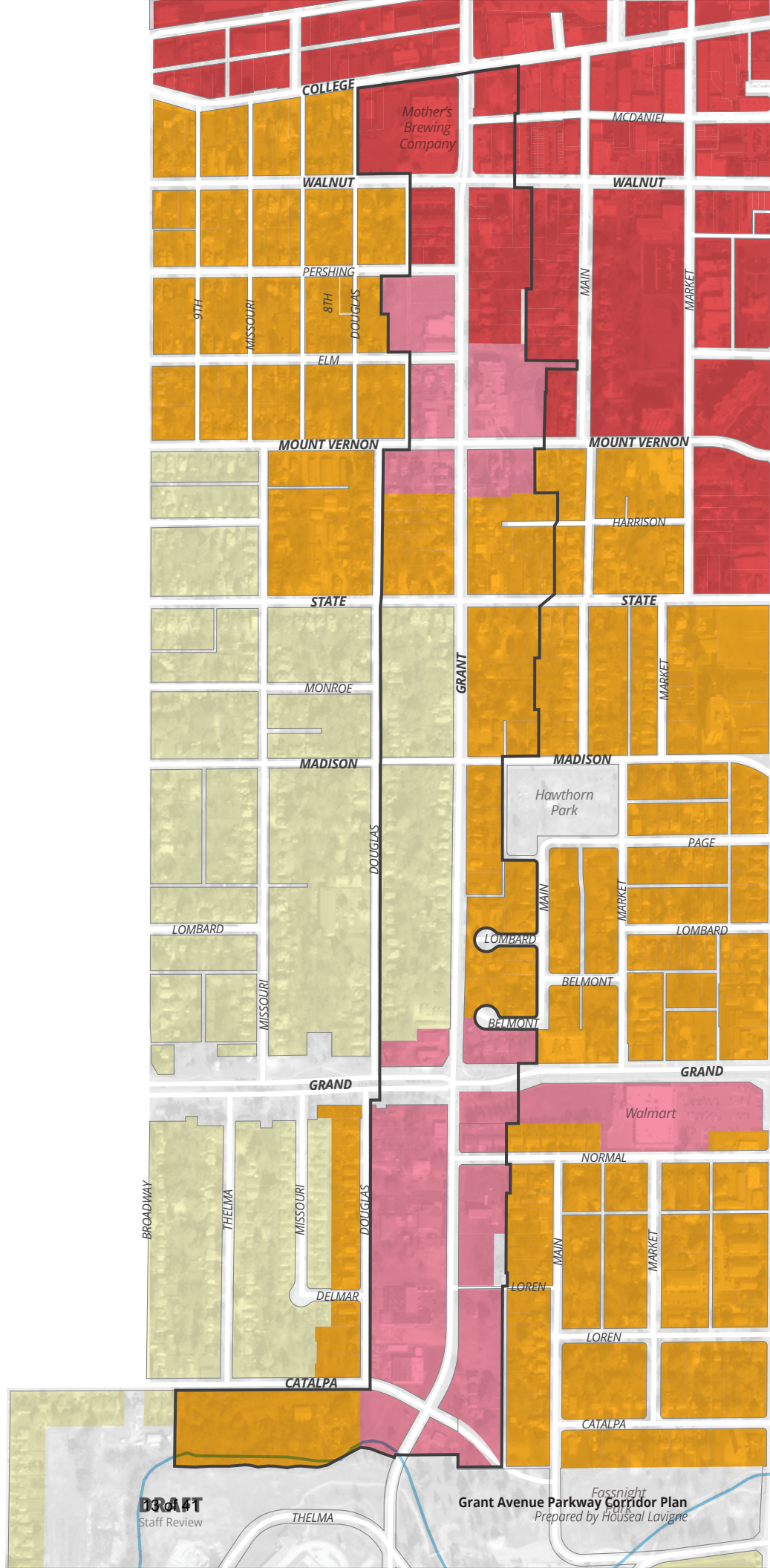
30 participants to follow-up Corridor Plan survey

PROPOSED PLACETYPES

-  Grant Avenue Corridor
-  Established Neighborhood
-  Mixed Residential
-  Mixed-Use
-  Downtown

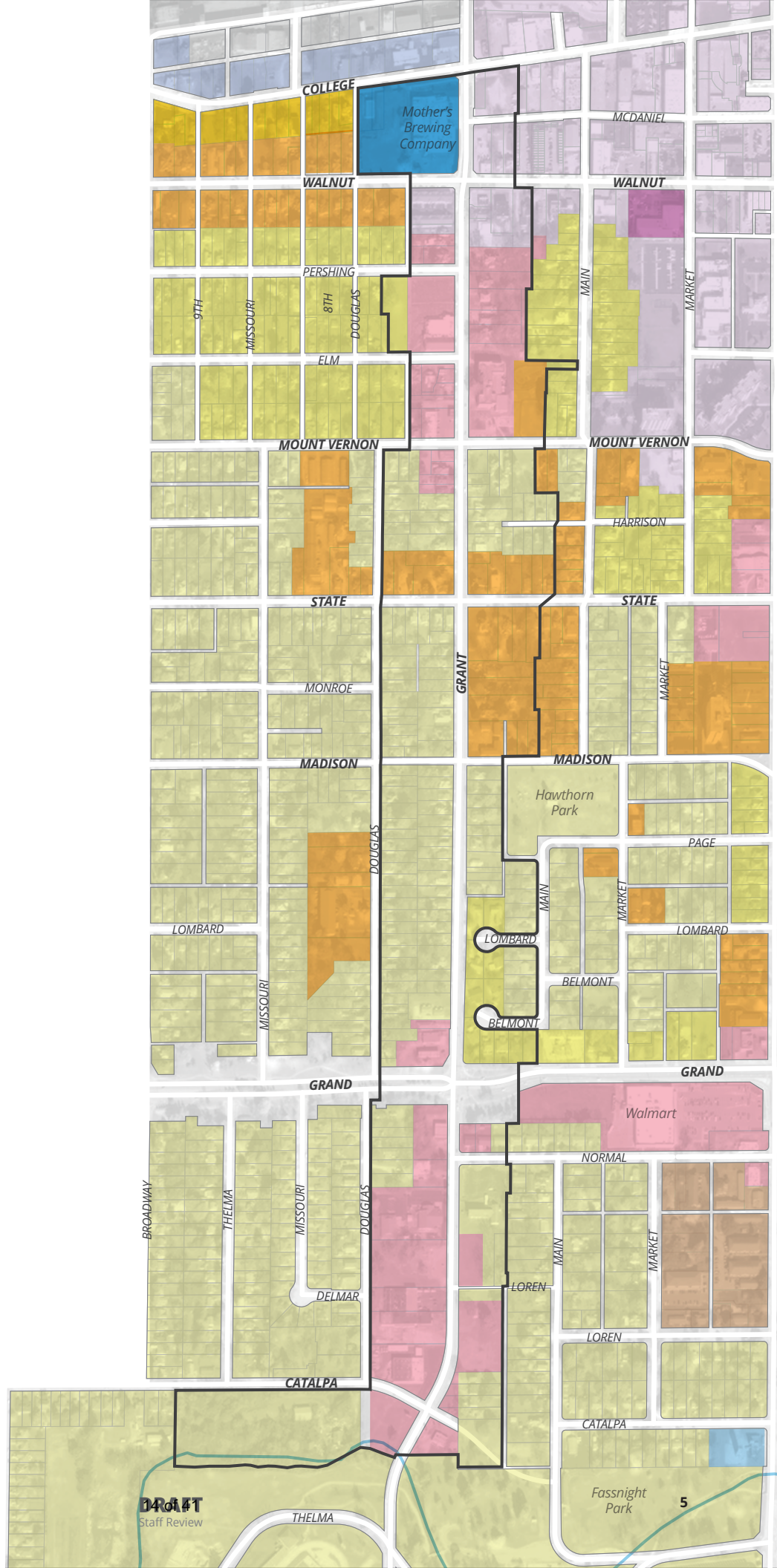
The desired character and intensity of development defined in the Corridor Plan is founded in the placetypes established during the Forward SGF Comprehensive Plan process. The Grant Avenue Parkway marks the intersection of four placetypes within the broader, City-wide land use and development framework.

The northern portion of the corridor represents the western edge of **Downtown Springfield**. This transitions to the central portion of the corridor situated in the heart of the historic West Central neighborhood (birthplace of Route 66) which is made up of a mix of higher density **Mixed Residential** blocks and **Established Neighborhood** blocks with a solid stock of single-family homes. As redevelopment occurs, additional **Mixed-use** neighborhood centers are envisioned at key cross-streets including Mt. Vernon and Grand Street. The southern portion of the corridor is also targeted for redevelopment away from outdated or obsolete commercial and industrial structures to a mix of higher density residential development and mixed-use development at Catalpa Street and the Fasnacht Creek Greenway.



CURRENT ZONING

-  Grant Avenue Corridor
-  Single Family Residential
-  Townhouse Residential
-  Low-Density Multi-Family Residential
-  Medium-Density Multi-Family Residential
-  High-Density Multi-Family Residential
-  General Retail
-  Commercial Services
-  Center City
-  Office
-  Industrial Commercial
-  Heavy Manufacturing
-  West College Street District 1
-  West College Street District 2





GRANT AVENUE PARKWAY CORRIDOR PLAN



The Plan breaks the corridor down into six different subareas, Areas A through F. Each subarea plan is intended to capitalize on the unique character of the area and accommodate existing development while encouraging additional opportunities for redevelopment and reinvestment of the properties within the subarea. The goal of the subarea approach is to encourage development that enhances local sense of place while complementing the broader Grant Avenue Parkway corridor, adjacent neighborhoods, and downtown. The Corridor Plan also provides guidance on transportation access, connections, and safety for all modes of travel between the Grant Avenue corridor and surrounding areas. The framework aligns with the Grant Avenue Parkway preferred design concept being used in the design-build process.

IN THIS CHAPTER

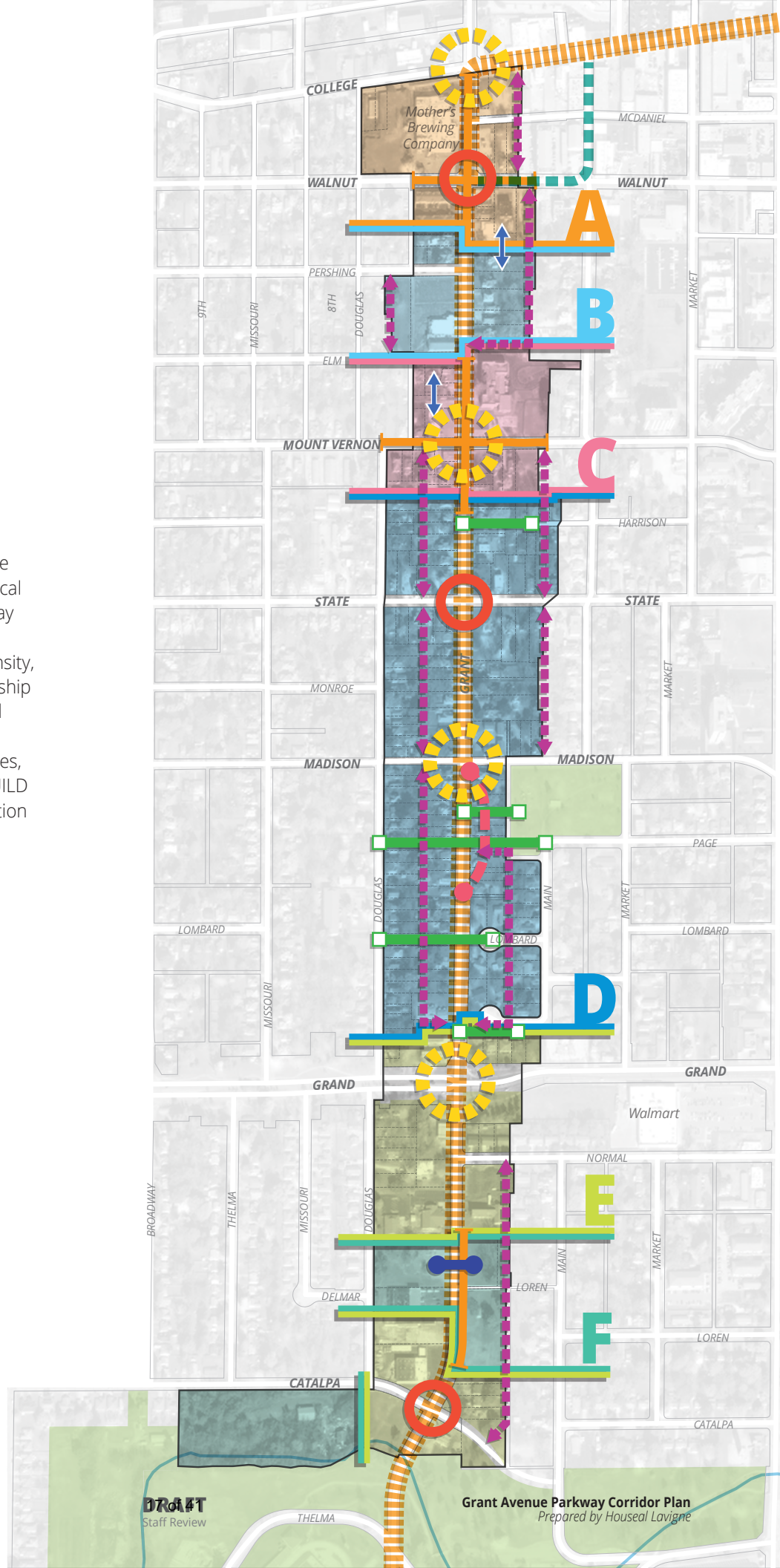
- Corridor Framework
- Block Typology
- Roadway Improvements
- Development Enhancements
- Subarea Plans

CORRIDOR FRAMEWORK

With Forward SGF placetypes as a starting point, the corridor planning area has been further divided into six functional subareas (A-F) that help define how city-wide land use and development policy is applied at the local level. Each subarea has a distinct role to play within the corridor with a unique mix of desired future uses and development intensity, redevelopment opportunities, and relationship to the surrounding neighborhoods. Several factors were considered in defining the subareas including the underlying placetypes, community input, the investment of the BUILD Grant along Grant Avenue, street classification and function and preservation of existing structures.

Legend

-  Grant Avenue Corridor
-  Proposed Intersection Improvement & Placemaking Focal Points
-  Proposed Crosswalk Enhancement
-  Proposed Raised Mid-block Crossing
-  Alley Opportunity
-  Cross-Access
-  Potential Pedestrian Connections
-  Potential Roadway Realignment
-  Grant Avenue Roadway Reconfiguration
-  Proposed Bike Lanes
-  Proposed Parallel Parking

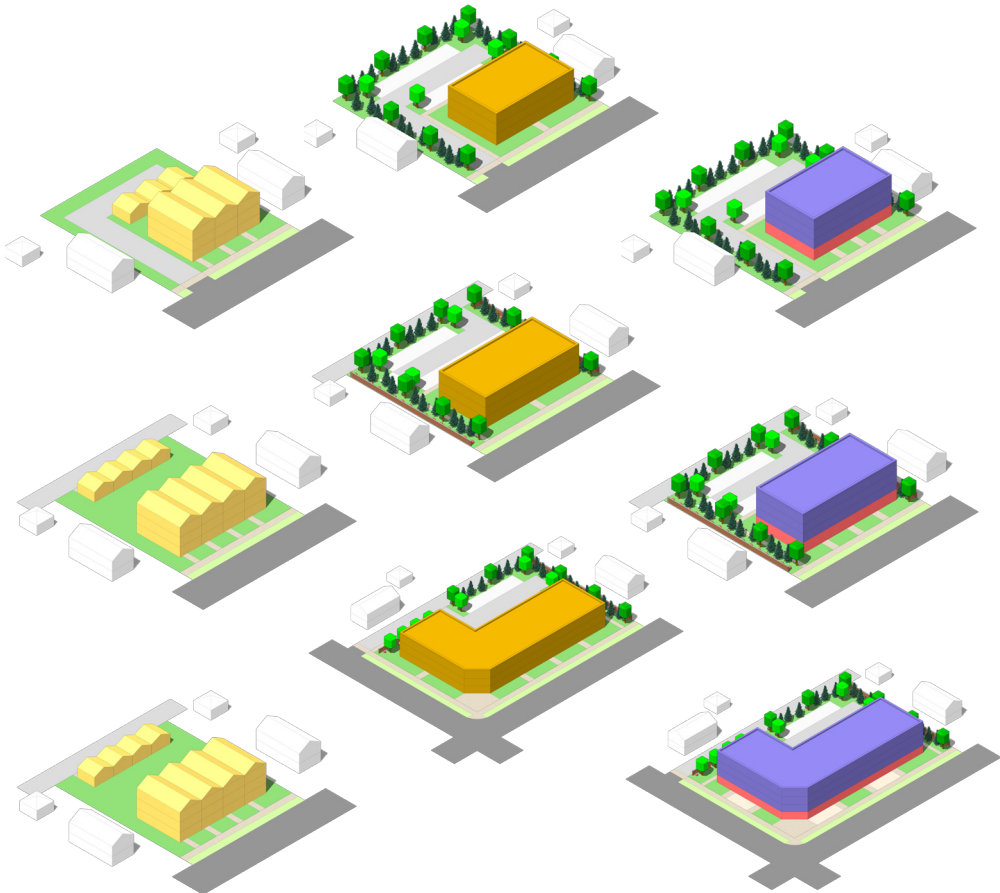


BLOCK TYPOLOGY

Each Corridor Plan Subarea is discussed in further detail in the following section. Annotated block typology diagrams are provided for each subarea to illustrate design elements within desired future development such as parking and access, setbacks, and transitions to adjoining existing development. The subarea block typologies help define the character and intensity of future development along Grant Avenue. Example images are also provided to highlight urban design and architecture considerations.

The block typologies provide a bridge between recommended land use and development policy and future zoning amendments needed to facilitate desired development. The key below indicates which block typologies are supported within each subarea

Block Typology	Subarea					
	A	B	C	D	E	F
Single-Family Attached		●		●		
Multifamily		●	●	●	●	●
Mixed-Use	●	●	●		●	



Single-Family
Attached

Multifamily

Mixed-Use

ROADWAY IMPROVEMENTS

The City was fortunate to receive a grant to fund the design and construction of the Grant Avenue Parkway which will be completed in the next couple years. Moving forward, additional transportation improvements will be needed to enable redevelopment and private investment to fully benefit from this unique public project. The Plan includes a number of transportation recommendations to be implemented as new investment occurs including enhanced connections to the new Parkway, to the West Central neighborhood and Downtown Springfield, and to the Fassnacht Creek greenway.



PROPOSED INTERSECTION IMPROVEMENT

Key intersections need to be reconfigured to improve safety for all modes of transportation. Improvements may include realigning travel lanes, installing curb bump-outs, and redesigning the intersection to accommodate a roundabout.



PLACEMAKING FOCAL POINTS

These higher traffic intersections are also opportunities to implement placemaking elements to promote activity along the trail and foster a strong connection to the surrounding area. Example placemaking elements include streetscaping such as furniture and decorative lighting, neighborhood gateway elements, public art, plaza space, and pocket parks. A larger opportunity for placemaking includes the underutilized area just west of Walmart on Grand Street.



PROPOSED CROSSWALK ENHANCEMENT

Opportunities exist to enhance existing and unmarked crosswalks to high-visibility crosswalks, such as continental crosswalks and raised crosswalks. Bike crossings can be painted to improve its visibility and safety when bicyclists are crossing an intersection.



PROPOSED RAISED MID-BLOCK CROSSING

Areas with longer block lengths provide opportunities for mid-block crossings. This provides a safe method for pedestrians to cross Grant Avenue.



POTENTIAL PEDESTRIAN CONNECTIONS

Future redevelopments should leverage opportunities to establish public pedestrian access to adjacent side streets and community assets such as Hawthorn Park.



GRANT AVENUE ROADWAY RECONFIGURATION

Roadway improvements and reconfiguration along the Grant Avenue corridor will include widening existing sidewalks and installing a 10-foot multi-use trail. Both sides of the Corridor will feature a parkway buffer with street trees to enhance the pedestrian and bicycle experience and safety along the Corridor.



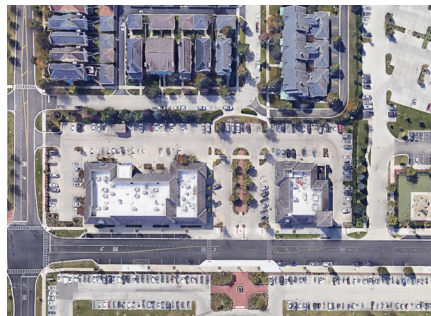
PROPOSED PARALLEL PARKING

On-street parking facilities are proposed along the east side of the Grant Avenue Corridor between Catalpa and Normal.



ALLEY OPPORTUNITY

As future redevelopment occurs along Grant Avenue there are opportunities to extend existing alleys and install new rear alleys. This would reduce the number of driveways, which are considered as traffic conflict points, between private properties and Grant Avenue, improving overall traffic safety on the Grant Avenue Corridor. A rear alley network would also maximize development potential along the Grant Avenue Parkway frontage. Alleys should be well-maintained, well-lighted places that safely accommodate service vehicles, parking access, and local bike and pedestrian travel.



ENCOURAGE CROSS-ACCESS

Create cross-access between adjacent parking lots to reduce the need for drivers to use Grant Avenue. This will help mitigate traffic and reduce the risk for accidents along Grant Avenue while allowing convenient access between establishments.

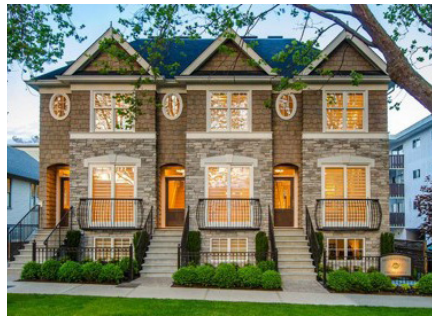


PROPOSED BIKE LANES

On-street bike lanes are proposed along Walnut between Grant and Main and Main between Walnut and College to provide additional bicycle connection between Downtown Springfield and the Grant Avenue Corridor.

DEVELOPMENT ENHANCEMENTS

The Grant Avenue Parkway will serve as a spine of pedestrian activity which future development can both benefit from and contribute to. The development enhancements outlined in this section will maximize interaction between the Parkway and future development.



INTERACTION WITH THE PARKWAY

For future development to benefit from the Parkway, and vice versa, it is essential that buildings treat the Parkway as their “front door.” Primary entrances, patios and outdoor dining areas, and porches and balconies should be located along Grant Avenue. High levels of transparency should be encouraged through the use of windows and doors and blank walls should be minimized. The building frontage should be used to provide a transition between private property and public realm. Promoting interaction between building and Parkway will foster a welcoming and safe environment for residents, business patrons, and Parkway users and encourage social interaction. Within residential areas (such as Subarea D), front porches or patio areas should be encouraged in new development to create semi-public space for interactions with neighbors.



THIRD PLACES & PLACEMAKING

Future development should provide opportunities for enhanced placemaking, public art, community identity, and development of “third places.” These are informal areas where residents and visitors can meet and gather outside of home (first place) or work (second place). These amenities offer an opportunity for social interaction and anchoring civic life in the corridor. Third places such as small plazas and parklets will serve as focal points for future pedestrian activity, functioning as an amenity to business patrons as well as residents and parkway travelers. The best opportunities to create third places include key intersections within mixed-use areas, and areas adjacent to public greenspaces such as Hawthorn Park and the Fassnacht Creek greenway.



REPOSITIONING INSTITUTIONAL PROPERTIES

Two large institutional sites (a church and a school) flank Grant Avenue at Elm Street. Over the long term, these two sites have the potential to be repositioned and partially redeveloped to maximize development potential along the corridor.

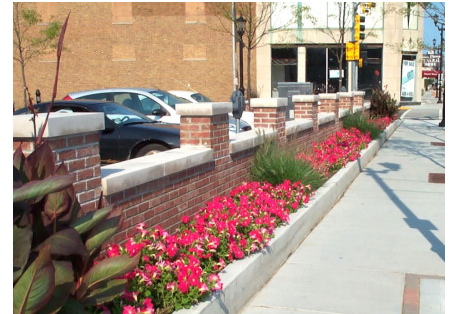
NOTE: The redevelopment of these properties will be contingent on the participation of current property owners. Recommendations presented in this Plan are intended to highlight desired future development and best practices if redevelopment were to occur.

CHURCH (NORTHWEST CORNER OF ELM AND GRANT)

The church site has extensive surface parking along the Grant Avenue frontage that should be considered for development. New mixed-use or multifamily development should be encouraged at the corner of Pershing St. and Grant Ave. To accommodate parking demand for the church, vacant land adjacent to the church along 7th Avenue could be repurposed with 7th Avenue functioning as a primary access drive. As with all parking areas along the corridor, parking lot landscaping, screening, and pedestrian access should be prioritized.

CAMPBELL EARLY CHILDHOOD CENTER (NORTHEAST CORNER OF MT. VERNON AND GRANT)

Over the long term, adaptive reuse of the school building should be encouraged if the facility is no longer needed by the school district. A range of uses could be supported on the site, however multifamily housing including senior housing is a common reuse for older school buildings. Partial redevelopment of the larger school site should also be encouraged including mixed-use development located at the corner of Mt. Vernon St. and Grant Ave. to help anchor an expanded neighborhood center for the West Central neighborhood. The parking and access drive at Main Avenue could also be developed (mitigating potential for cut through traffic) with single-family attached housing that complements adjacent single-family homes.



PRIORITIZING REINVESTMENT

The Corridor Plan identifies opportunities to capitalize and encourage redevelopment and reinvestment – targeting a variety of housing types, neighborhood commercial development, and placemaking strategies. While new investment in Grant Avenue properties is a desired outcome of the Parkway project, the City desires to prioritize reinvestment into existing properties and support neighborhood-led revitalization efforts. Current property owners are encouraged to remain within the corridor and the City is promoting the use of resources through the *Restore SGF* initiative to improve the existing housing stock, foster homeownership, and encourage affordable housing in the corridor. The Corridor Plan defines the desired range of uses, development intensity, and built form desired if business owners and homeowners choose to redevelop their properties.

CONTEXT-SENSITIVE DEVELOPMENT

Residents play a key role in reaching a critical mass of potential patrons for local retailers and restaurants. Higher density residential development should be encouraged in select areas to complement future retail and office uses, providing a 24-hour customer base to support downtown Corridor businesses. While much of the Grant Avenue corridor has historically been home to single-family housing, single-family attached and multifamily development should be encouraged as redevelopment occurs. It is critical that future residential development is developed in a context-sensitive manner that respects the single-family character of the surrounding neighborhood. Development with multiple floors should use techniques such as:

- Cornice lines that create a consistent visual horizon with adjacent buildings;
- Hip roofs and dormers that minimize building height appearance;
- Articulated facades that break up the appearance of long walls; and
- Shared or clustered doorways and mimic the appearance of nearby single-family development.

PARKING – OUT OF SIGHT, EASY TO FIND

Parking should be well-signed and easily accessed, but not dominate the visual landscape of the corridor. To the extent possible Grant Avenue frontage should be reserved for buildings and people, and off-street parking and access drives should be located to the rear or interior of the block or off of side streets. Clear signage should direct visitors to parking and landscaping should be used to soften parking edges and breakup paved areas. Cross-access and parking areas that can be shared by multiple users (residents, employees, visitors) are key to providing a “park once” environment that supports streetlife.



MAINTAINING A RHYTHM (SETBACKS)

Buildings located side-by-side along a corridor form a streetwall that frames and activates the public realm. A consistent streetwall along Grant Avenue will provide a consistent level of visual interest along a block and desirable sense of enclosure and helps foster a comfortable, inviting, and pedestrian friendly atmosphere. In general, new development should be located at the edge of the Parkway or as close to the Parkway as possible depending on the setbacks of adjacent development. To ensure a consistent sense of enclosure within a given block, new buildings should be set back a similar distance to adjacent existing buildings and err toward the shallowest distance when located between two structures.

MIX OF USES AT KEY INTERSECTIONS

Compact, mixed-use development should be encouraged at key intersections including College Street, Mt. Vernon Street, Grand Street, and Catalpa Street. A mix of uses at key intersections will contribute to a vibrant Grant Avenue corridor with a steady flow of Parkway commuters, employees, shopping and dining visitors, and local residents. Complementary transportation improvements such as improved or extended side streets, rear access drives, and mid-block crossings should be implemented alongside new development to create compact, easy-to-walk blocks. The intensity of mixed-use areas should vary depending on their location along the corridor with smaller scale, local-serving centers at Mt. Vernon Street and Grand Street.

SUBAREA A

DESCRIPTION

Subarea A (generally College Street to Walnut Street) at the north end of the corridor is the western gateway to the Downtown and should be prioritized for mixed-use development. New development in this subarea should complement nearby downtown urban-scale development and provide for integration and transition of these uses into a more traditional neighborhood form. Mother's Brewing Company is an existing development that could serve to anchor future investment in this portion of the corridor with a focus on dining and entertainment that can benefit from the Parkway.

BULK

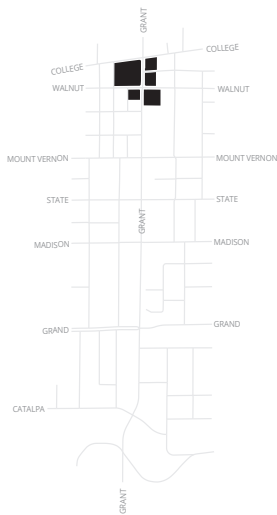
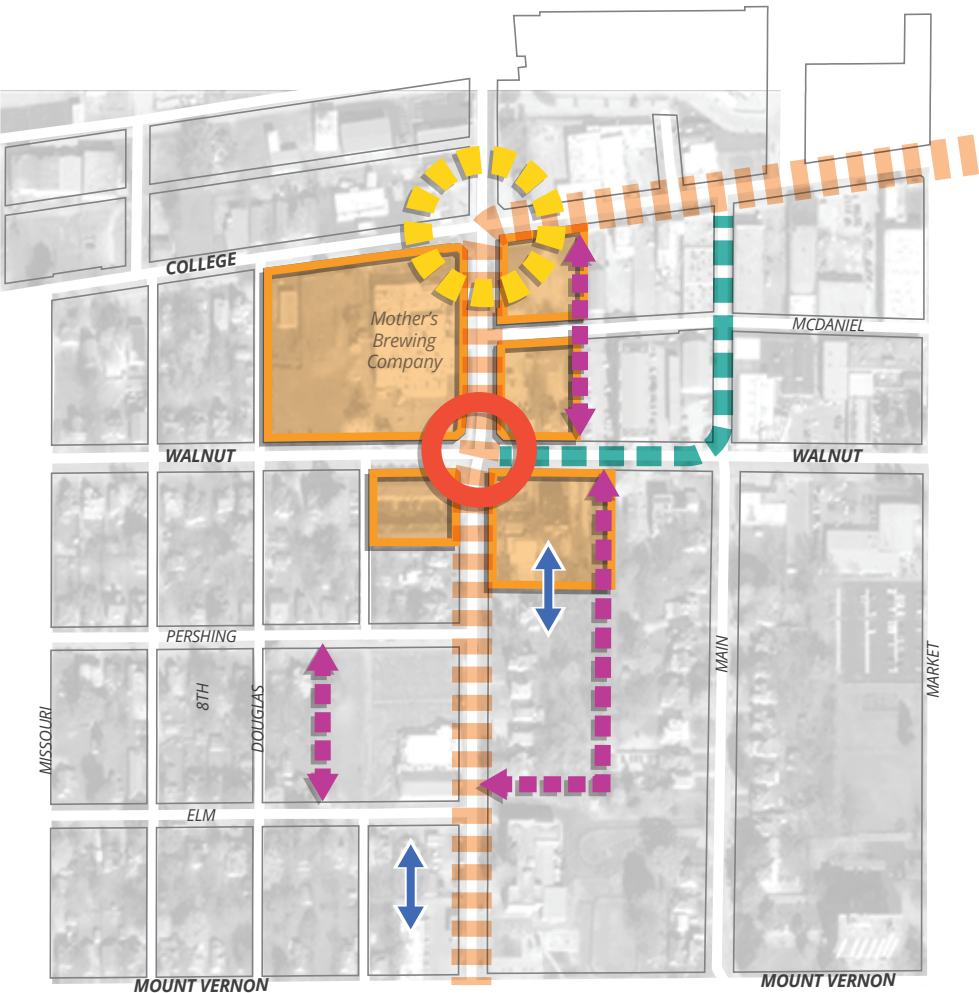
Area: ~329,500 ft² / ~7.5 ac

Maximum height: 3/4 stories

Front setback: None

USE

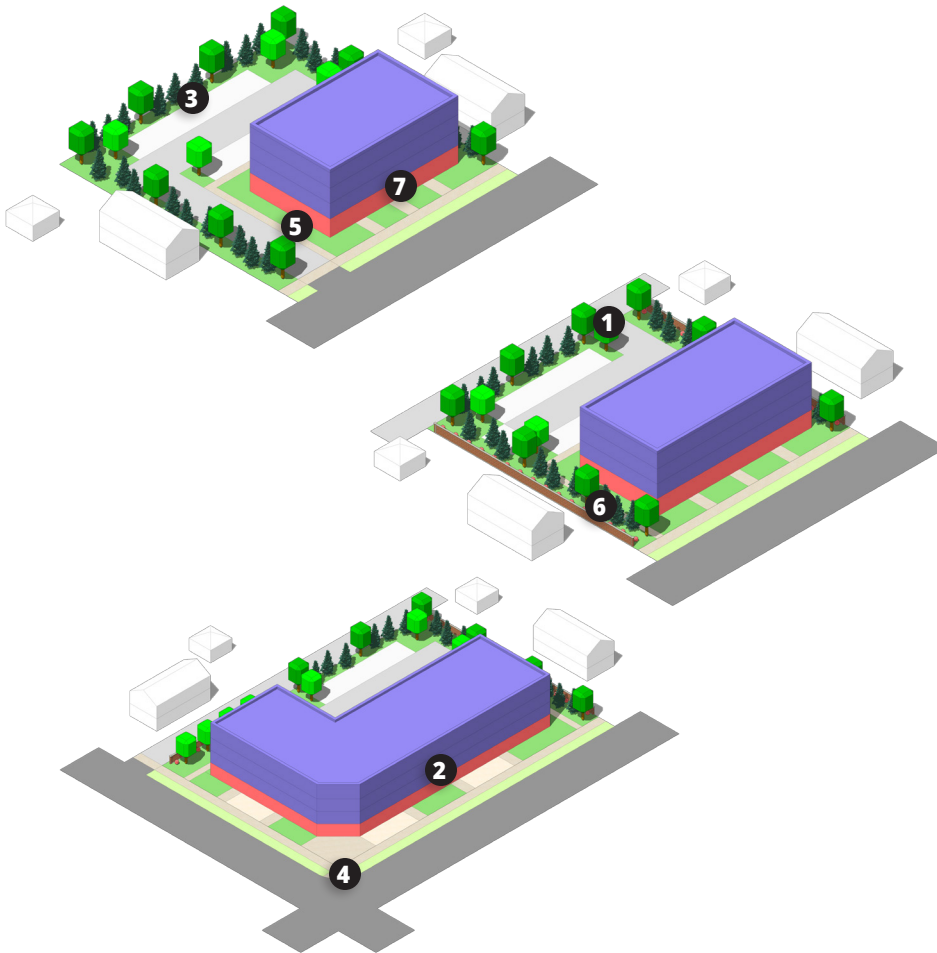
Retain existing brewery; Mixed-use (upper-story multifamily/office space and ground-floor commercial uses, such as retail and services and/or offices)



SUBAREA A

-  Proposed Intersection Improvement & Placemaking Focal Points
-  Proposed Crosswalk Enhancement
-  Alley Opportunity
-  Cross-Access
-  Proposed Bike Lanes
-  Grant Avenue Roadway Reconfiguration
-  Potential Pedestrian Connections

SUBAREA A



BLOCK TYPOLOGY

- 1 **Parking Lot** – Parking should be located behind the building and accessed through the alley.
- 2 **Streetwall** – Buildings should be sited to create a continuous streetwall along Grant Avenue.
- 3 **Screening** – Parking lots should be well screened from adjacent residential uses.
- 4 **Siting** – New development should hold the corner with a prominent, well-designed structure.
- 5 **Pedestrian Access** – Parking lots should be connected to Grant Avenue to increase pedestrian access to the corridor.
- 6 **Buffering** – Walls or fencing and landscaping should be used to create clear separation between residential and nonresidential uses.
- 7 **Orientation** – Buildings should be oriented toward Grant Avenue.

DESIGN CONSIDERATIONS

- 1 **Facade Design** – Building facades should reinforce the character of the subarea.
- 2 **Signage** – Signage should be designed to prioritize pedestrian wayfinding.
- 3 **Windows** – Glazing should not be tinted or fritted with an opacity that prevents a visual connection from the public realm into storefronts.
- 4 **Entrances** – Primary entrances should be located at the front of the building facing Grant Avenue.
- 5 **Rooflines** – Detailing, such as cornices and other elements along the roofline are encouraged. Elements such as cornice lines should also be used to draw a visual connection to adjacent development.
- 6 **Materials** – Nontraditional building materials such as plastic and vinyl siding are discouraged.

SUBAREA B

DESCRIPTION

Within Subarea B (generally Walnut Street to Elm Street) the renovation of existing residential structures or adaptive reuse to neighborhood-scale home business (similar to the Walnut Street Historic District) should be encouraged. Of particular note in this subarea is the existing historic Victorian home at the northwest corner of Grant Avenue and Pershing Street and the desire to preserve this structure as a residence or complementary use. New development within this subarea should complement the existing scale and character of existing structures in this area while accommodating additional density. Mixed-use or multifamily residential development should be encouraged so as to create a seamless transition to adjacent Subareas A and C.

BULK

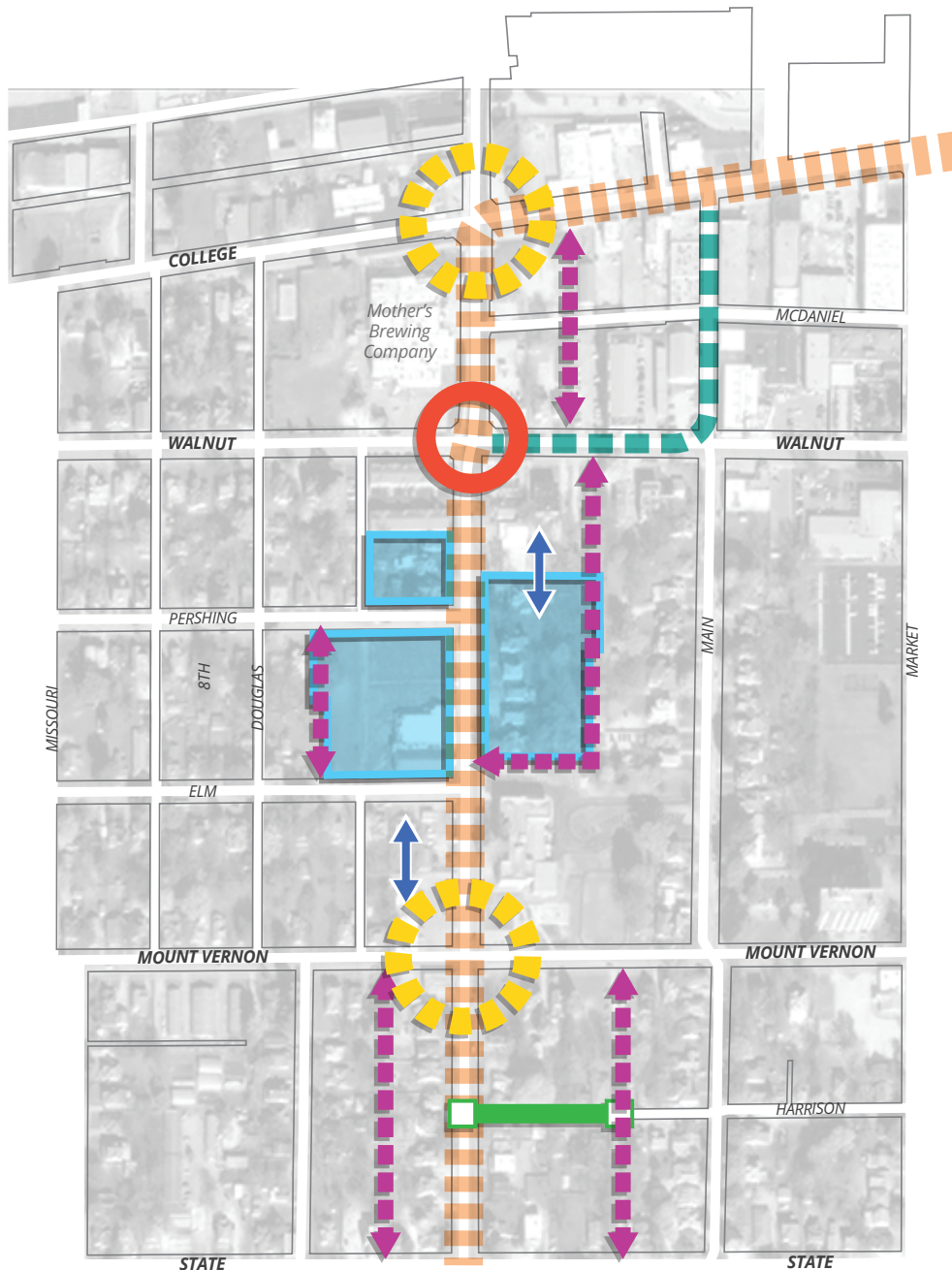
Area: ~132,500 ft² / ~3.0 ac

Maximum height: 3/4 stories

Front setback: New development should be consistent with existing setbacks (15-25 ft). When adjacent to existing development with differing setbacks, new development should align with the building closest to the public right-of-way.

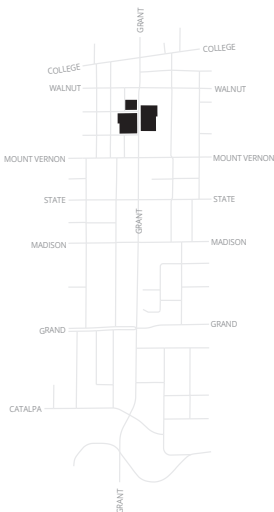
USE

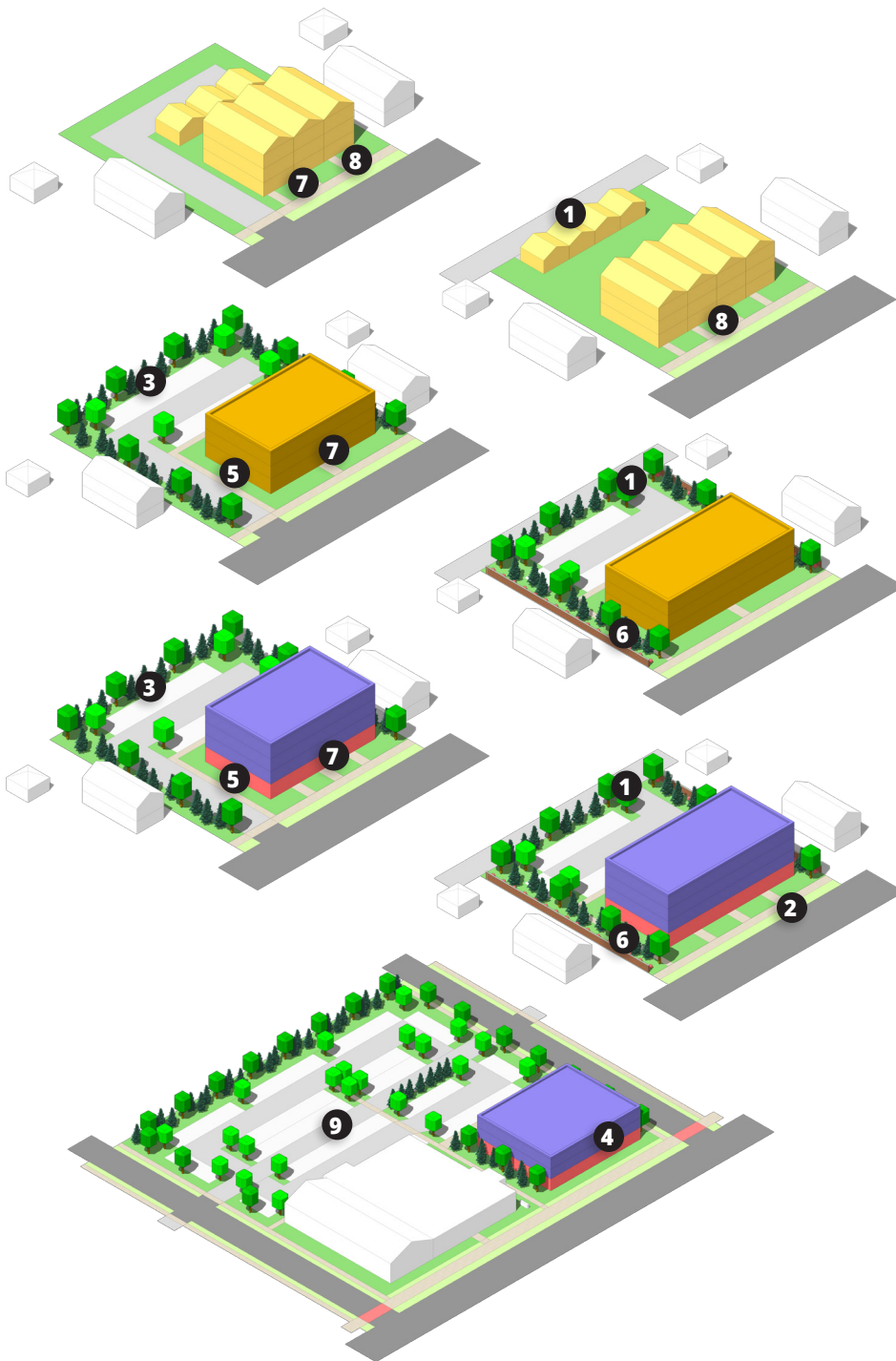
Mixed-use (upper-story multifamily, ground-floor neighborhood-scale commercial, retail, and services, and/or office); Multifamily; Single-family attached; Preserve historically significant single-family structures and encourage adaptive reuse; Potential repositioning of existing church parking lot



SUBAREA B

-  Proposed Intersection Improvement & Placemaking Focal Points
-  Proposed Crosswalk Enhancement
-  Alley Opportunity
-  Cross-Access
-  Proposed Bike Lanes
-  Grant Avenue Roadway Reconfiguration
-  Potential Pedestrian Connections





BLOCK TYPOLOGY

- 1 Parking Lot** – Parking should be located behind the building and accessed through the alley.
- 2 Streetwall** – Buildings should be sited to create a continuous streetwall along Grant Avenue.
- 3 Screening** – Parking lots should be well screened from adjacent residential uses.
- 4 Siting** – New development should hold the corner with a prominent, well-designed structure.
- 5 Pedestrian Access** – Parking lots should be connected to Grant Avenue to increase pedestrian access to the corridor.
- 6 Buffering** – Walls or fencing and landscaping should be used to create clear separation between residential and nonresidential uses.
- 7 Orientation** – Buildings should be oriented toward Grant Avenue.
- 8 Setbacks** – New development should be setback to align with the existing residential structure that is closest to the public right-of-way.
- 9 Expand Parking** – Expand parking to the west utilizing 7th Avenue as an access road.

SUBAREA B



DESIGN CONSIDERATIONS

- 1 Adaptive Reuse** – Remaining single-family structures should be converted to home businesses.
- 2 Signage** – Signage should be designed to prioritize pedestrian wayfinding.
- 3 Windows** – Glazing should not be tinted or fritted with an opacity that prevents a visual connection from the public realm into storefront.
- 4 Property** – Properties should be maintained in a manner that does not detract from the character and appeal of the corridor.
- 5 Quality** – Single-family detached homes remodeled and updated to match the style of the adjacent neighborhood.
- 6 Driveways** – All single-family homes should have driveways constructed of asphalt, concrete, or brick pavers.

SUBAREA C

DESCRIPTION

Subarea C (generally Elm Street to Mt. Vernon Street) serves as a focal point and gateway for the West Central neighborhood. It is intended to be a local-serving, mixed-use neighborhood center. The preservation and adaptive reuse of structures within this subarea is encouraged. Campbell School is located in this subarea as well as some small-scale non-residential uses on the west side of Grant Avenue. These sites offer opportunities for further redevelopment or adaptive reuse. Design of new development facing Mt. Vernon, should be sensitive to the rhythm of the residential neighborhood, located east and west of the corridor.

BULK

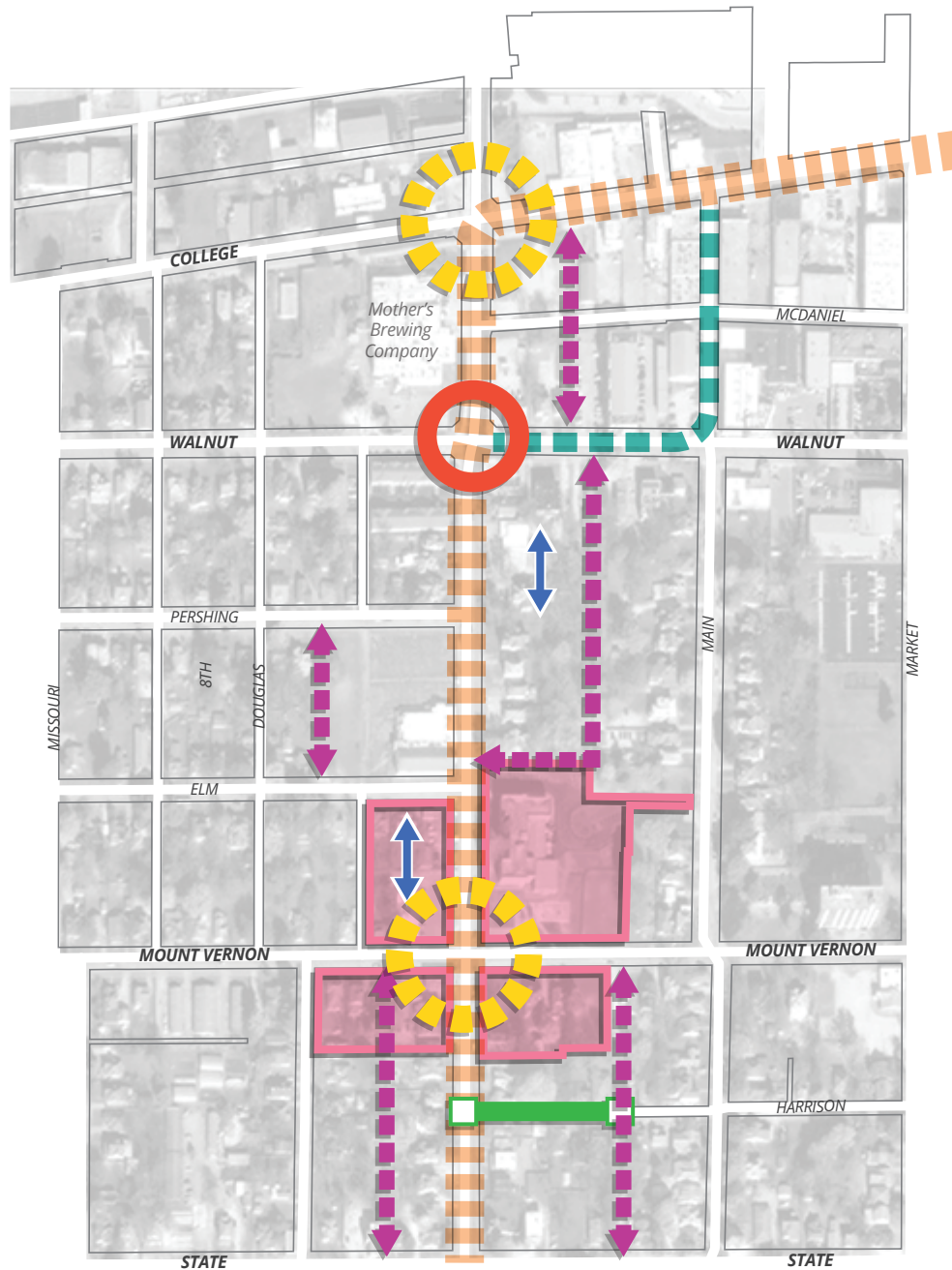
Area: ~387,300 ft² / ~8.8 ac

Maximum height: 2/3 stories

Front setback: None

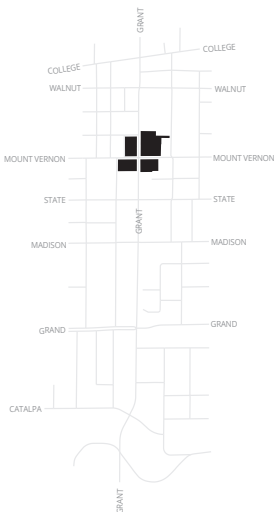
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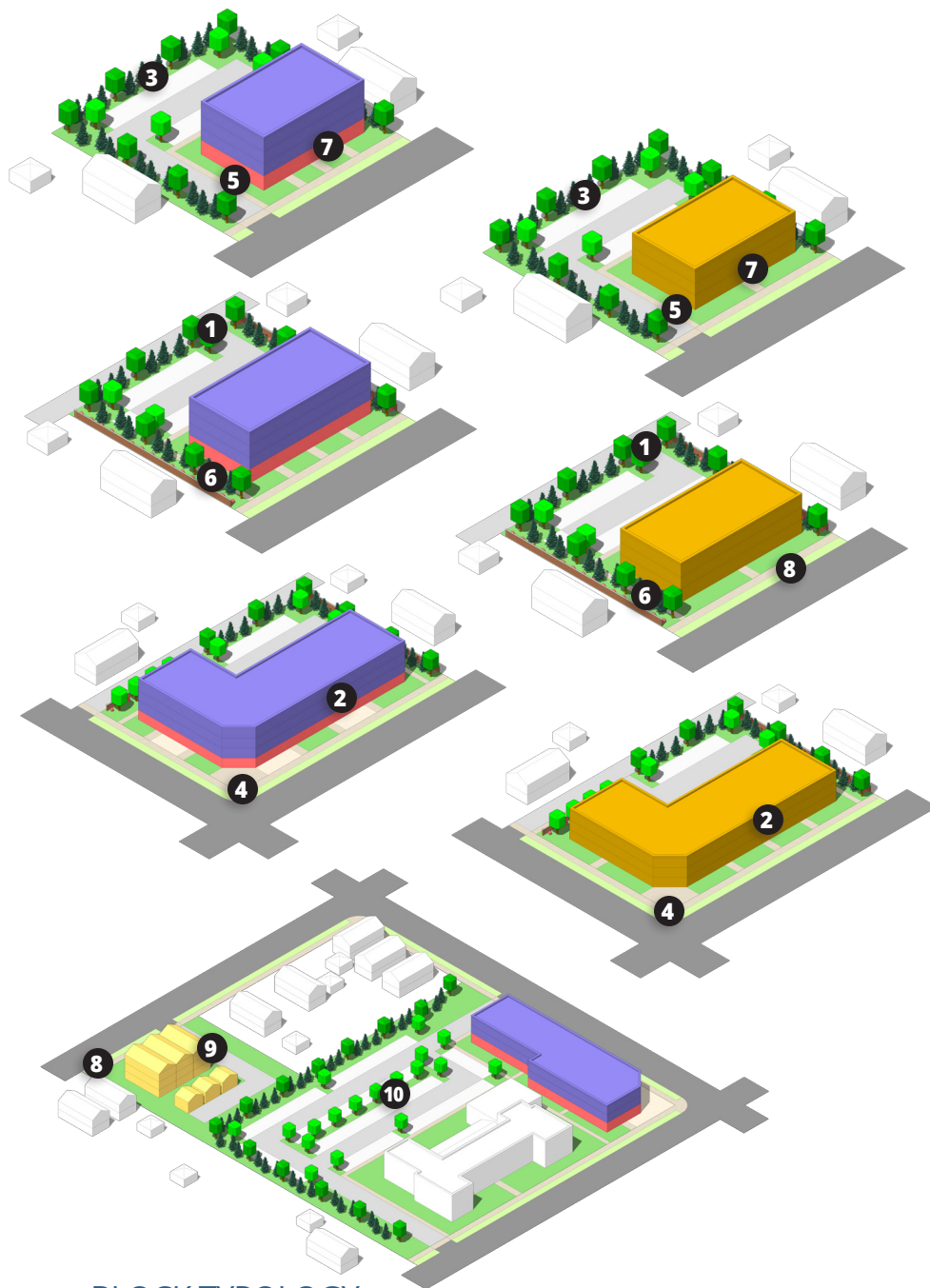
Potential adaptive reuse of existing school building for residential/childcare; Mixed-use (upper-story multifamily, ground-floor neighborhood-scale commercial, retail, and services, and/or office); Multifamily



SUBAREA C

-  Proposed Intersection Improvement & Placemaking Focal Points
-  Proposed Crosswalk Enhancement
-  Alley Opportunity
-  Cross-Access
-  Proposed Bike Lanes
-  Grant Avenue Roadway Reconfiguration
-  Potential Pedestrian Connections





BLOCK TYPOLOGY

- 1 Parking Lot** – Parking should be located behind the building and accessed through the alley.
- 2 Streetwall** – Buildings should be sited to create a continuous streetwall along Grant Avenue.
- 3 Screening** – Parking lots should be well screened from adjacent residential uses.
- 4 Siting** – New development should hold the corner with a prominent, well-designed structure.
- 5 Pedestrian Access** – Parking lots should be connected to Grant Avenue to increase pedestrian access to the corridor.
- 6 Buffering** – Walls or fencing and landscaping should be used to create clear separation between residential and nonresidential uses.
- 7 Orientation** – Buildings should be oriented toward Grant Avenue.
- 8 Setbacks** – New development should be setback to align with the existing residential structure that is closest to the public right-of-way.
- 9 Residential Infill** – New development on Main Avenue should infill with single-family attached to match the residential pattern of the street.
- 10 Shared Parking** – New development adjacent to the school building should share parking.

SUBAREA C



DESIGN CONSIDERATIONS

- 1 Façade Design** – Building facades should reinforce the character of the Subarea.
- 2 Windows** – Glazing should not be tinted or fritted with an opacity that prevents a visual connection from the public realm into storefronts.
- 3 Outdoor Dining** – Outdoor dining should be allowed to create active commercial nodes.
- 4 Rooflines** – Elements such as cornice lines should be used to draw a visual connection to adjacent development.
- 5 Materials** – Nontraditional building materials such as plastic and vinyl siding are discouraged.
- 6 Lighting** – Lighting should be incorporated into entries, signage, displays and pedestrian walkways, parking areas for wayfinding and general safety.

SUBAREA D

DESCRIPTION

Subarea D (generally Mt. Vernon to Grand Street) is intended to be a mixed residential corridor. Focus within this subarea will be on reinvestment in existing homes and new development of alternative housing types including single-family attached, such as townhomes, and multifamily that complement the rhythm and architecture of other structures in this subarea. New development should seamlessly blend with existing nearby residences while providing for a greater density. Potential exists to connect Hawthorn Park to the Parkway and establish the park as a central greenspace in Subarea D, serving as an amenity to Parkway users, residents, and future development on adjacent parcels.

BULK

Area: ~1,235,500 ft² / ~28.3 ac

Maximum height: 2/3 stories

Front setback: 15-25 ft

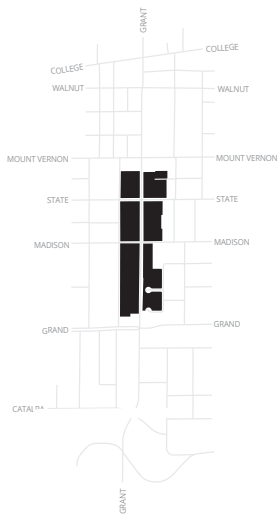
USE

Mixed residential including single-family attached, multifamily, and reinvested single-family detached

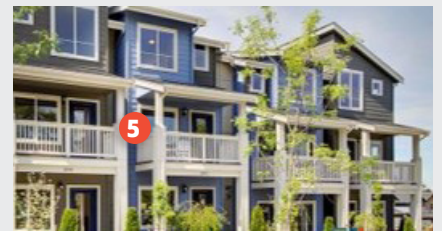
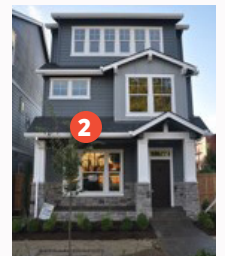
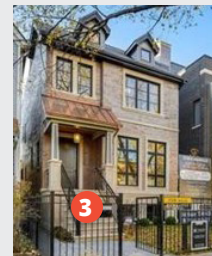
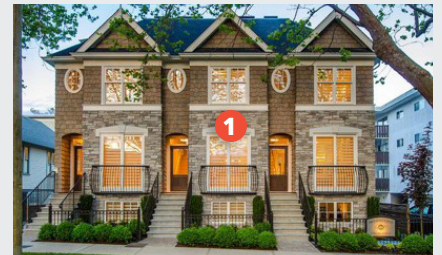
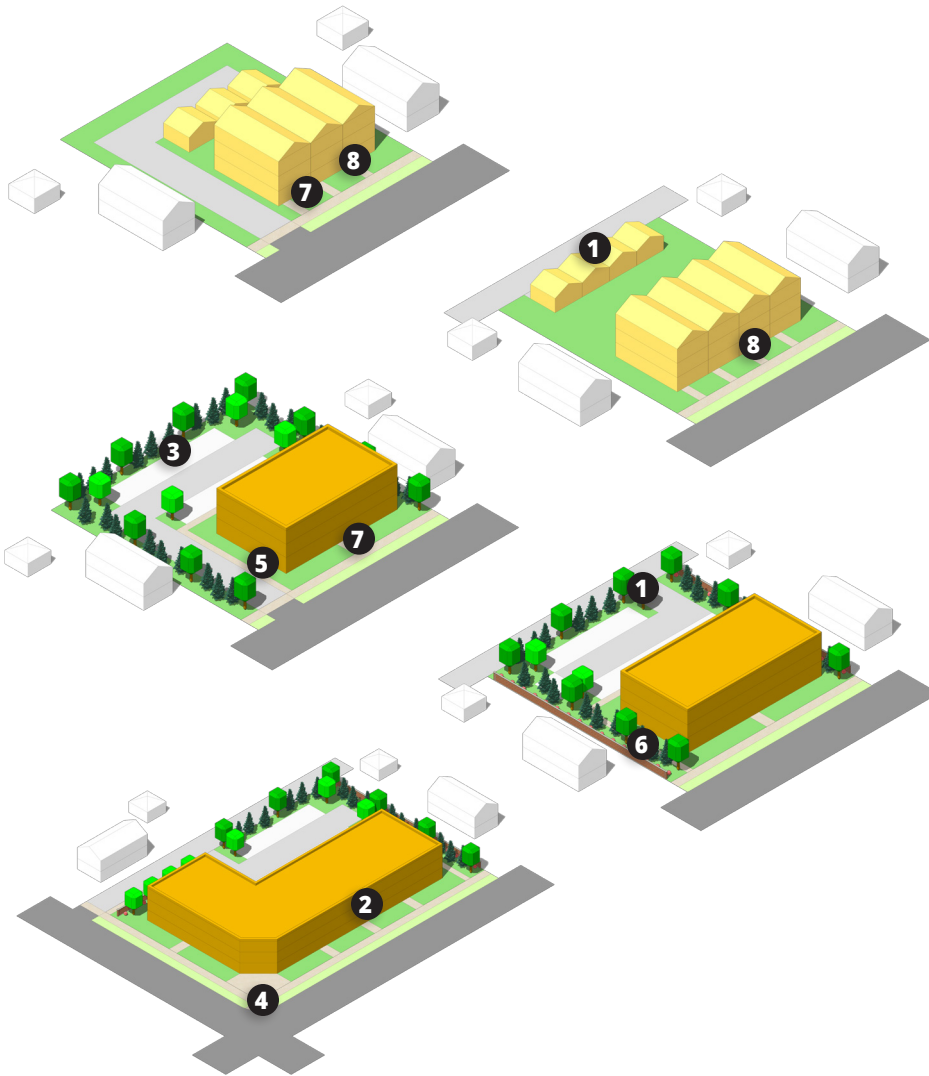


SUBAREA D

-  Proposed Intersection Improvement & Placemaking Focal Points
-  Proposed Crosswalk Enhancement
-  Alley Opportunity
-  Cross-Access
-  Proposed Bike Lanes
-  Grant Avenue Roadway Reconfiguration
-  Potential Pedestrian Connections



SUBAREA D



BLOCK TYPOLOGY

- 1 Parking Lot** – Parking should be located behind the building and accessed through the alley.
- 2 Streetwall** – Buildings should be sited to create a continuous streetwall along Grant Avenue.
- 3 Screening** – Parking lots should be well screened from adjacent residential uses.
- 4 Siting** – New development should hold the corner with a prominent, well-designed structure.
- 5 Pedestrian Access** – Parking lots should be connected to Grant Avenue to increase pedestrian access to the corridor.
- 6 Buffering** – Walls or fencing and landscaping should be used to create clear separation between residential and nonresidential uses.
- 7 Orientation** – Buildings should be oriented toward Grant Avenue.
- 8 Setbacks** – New development should be setback to align with the existing residential structure that is closest to the public right-of-way.

DESIGN CONSIDERATIONS

- 1 Façade Design** – Building facades should reinforce the high-quality character of the Subarea and residential neighborhoods.
- 2 Quality** – Smaller lot single-family detached homes should match the style of the adjacent neighborhood.
- 3 Materials** – Nontraditional building materials such as plastic and vinyl siding are discouraged.
- 4 Density** – Denser housing should complement the look of existing single-family detached homes.
- 5 Porches** – Porches are encouraged to foster a sense of activity along the parkway.

SUBAREA E

DESCRIPTION

Subarea E (generally surrounding the Grant and Grand and Grant and Catalpa intersections) is made up of two distinct areas of similar desired development and intensity. Both areas are intended to be local-serving, mixed-use neighborhood centers that benefit from traffic along Grand Street and the connection of Fasnigh Park at Catalpa Street. There is already some momentum of non-residential development at Grant and Grand with the Walmart Neighborhood Market located just east of the intersection, Casey's at the northwest corner of the intersection, and other non-residential properties at or near the intersection. The intersection of Grant and Catalpa is a unique location with entrance to Fasnigh Park and connection to the Fasnigh Creek Greenway trail and offers a unique development opportunity for a mixed-use node to develop.

BULK

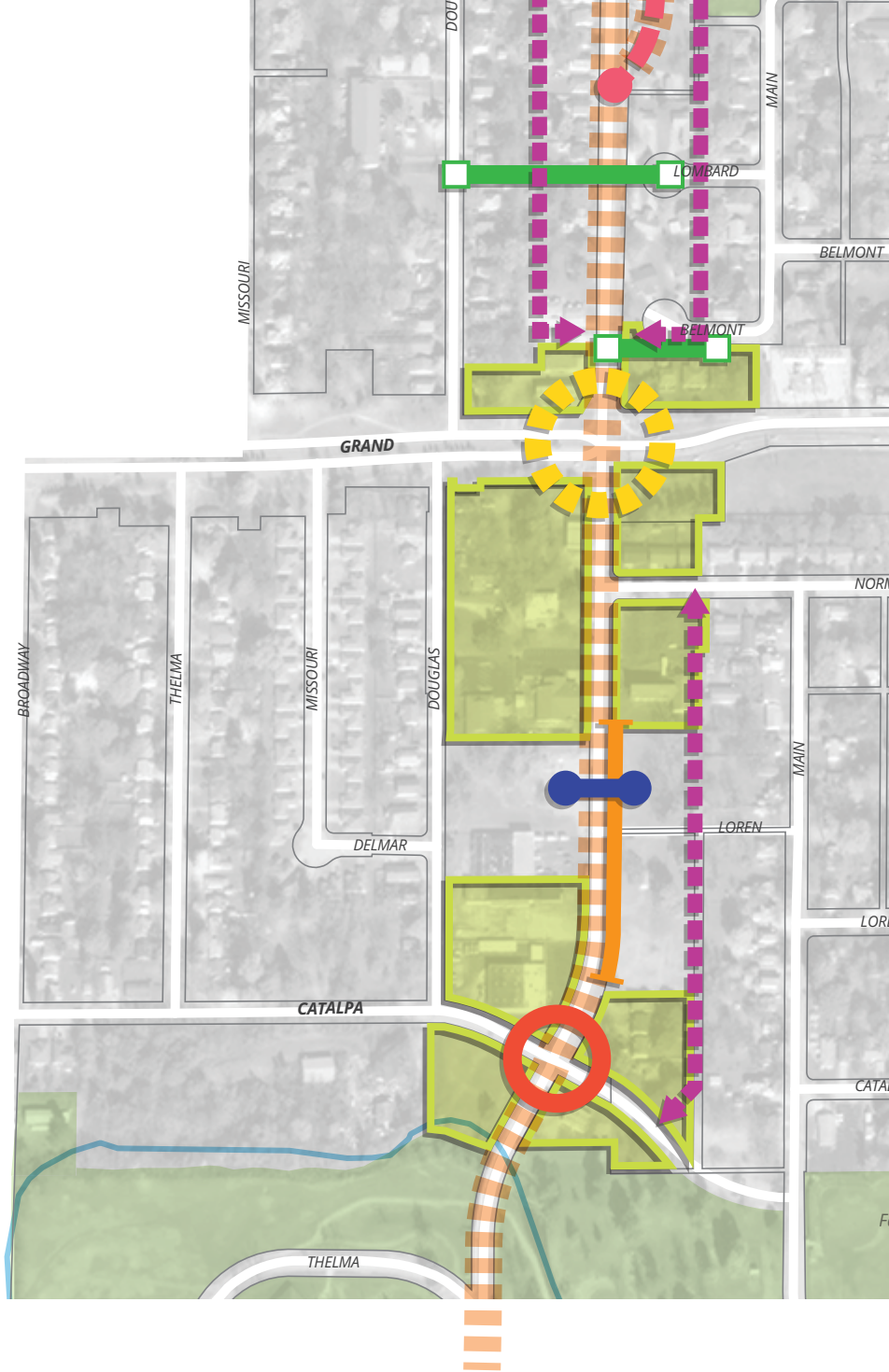
Area: ~620,500 ft² / ~21.4 ac

Maximum height: 3/4 stories

Front setback: 10-20 ft

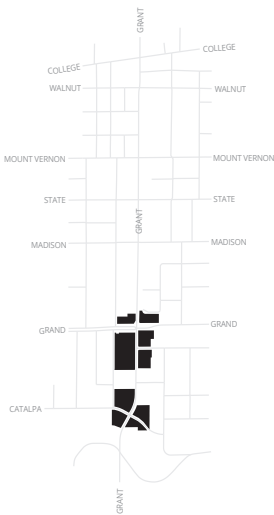
USE

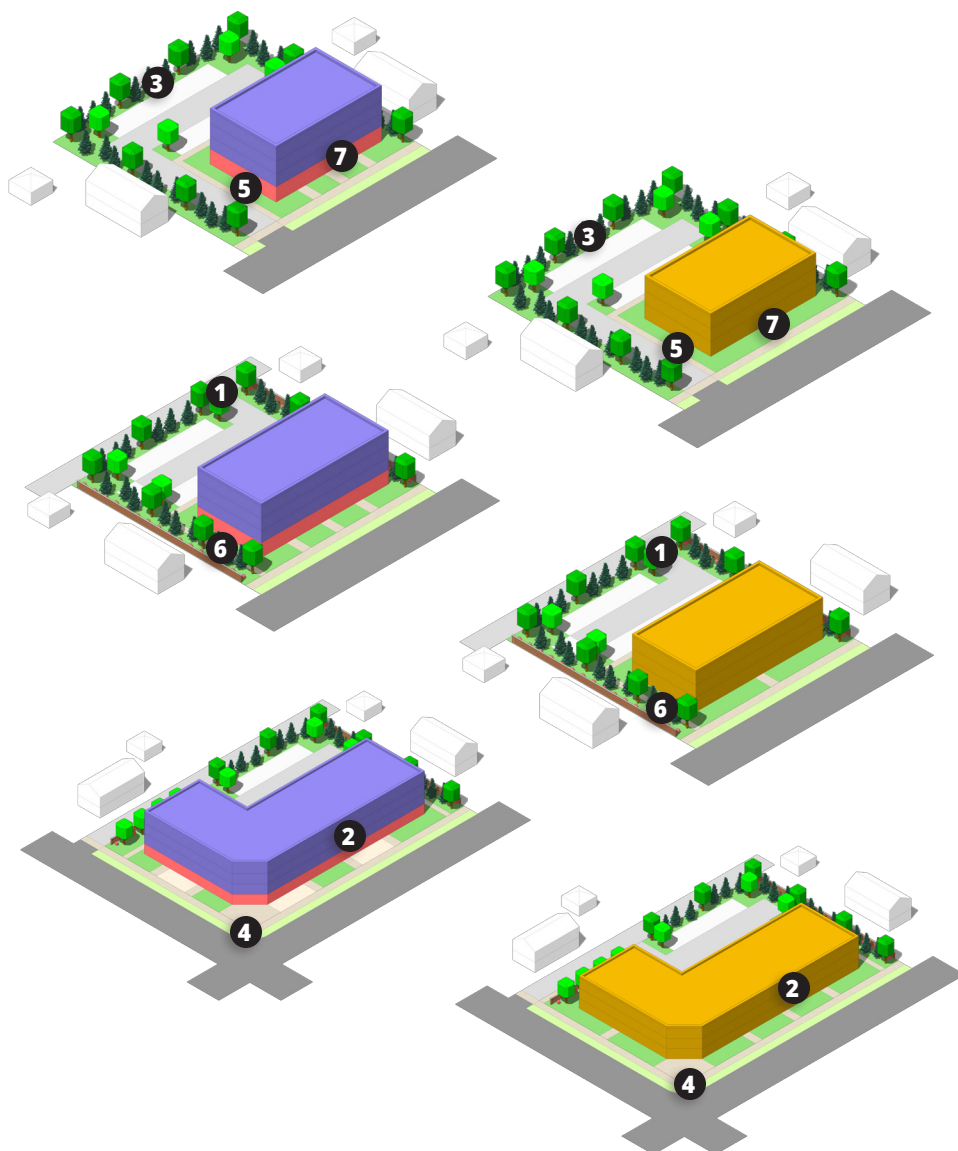
Mixed-use (upper-story multifamily, neighborhood-scale commercial, retail, and services, and/or office)



SUBAREA E

-  Proposed Intersection Improvement & Placemaking Focal Points
-  Proposed Crosswalk Enhancement
-  Alley Opportunity
-  Cross-Access
-  Proposed Bike Lanes
-  Grant Avenue Roadway Reconfiguration
-  Potential Pedestrian Connections





BLOCK TYPOLOGY

- 1 Parking Lot** – Parking should be located behind the building and accessed through the alley.
- 2 Streetwall** – Buildings should be sited to create a continuous streetwall along Grant Avenue.
- 3 Screening** – Parking lots should be well screened from adjacent residential uses.
- 4 Siting** – New development should hold the corner with a prominent, well-designed structure.
- 5 Pedestrian Access** – Parking lots should be connected to Grant Avenue to increase pedestrian access to the corridor.
- 6 Buffering** – Walls or fencing and landscaping should be used to create clear separation between residential and nonresidential uses.
- 7 Orientation** – Buildings should be oriented toward Grant Avenue.

SUBAREA E



DESIGN CONSIDERATIONS

- 1 Façade Design** – Building facades should reinforce the high-quality character of the Subarea and residential neighborhoods.
- 2 Landscaping** – Landscaping should protect the desired privacy of a home while not obstructing outward views.
- 3 Windows** – The installation of different styles of windows and doors on the same facade are discouraged.
- 4 Entrances** – Multiple entrances and numerous large windows (when fronting common areas or commercial space) should be encouraged to activate the Parkway.
- 5 Materials** – Buildings adjacent to a residential use should use similar materials to ensure design compatibility.
- 6 Lighting** – Lighting should provide adequate light for public safety and only use downward directional illumination.

SUBAREA F

DESCRIPTION

Subarea F (generally Grant Avenue at Delmar and Loren Streets and along Catalpa Street west of Grant Avenue) is made of two mixed residential areas. This subarea, situated between the two neighborhood commercial nodes at Grand Street and at Catalpa Street, and along Catalpa Street west of Grant Avenue along the Fassnight Creek Greenway, will accommodate multifamily development to support the adjacent neighborhood retail nodes. Nearby Fassnight Park, the Greenway trail, and the Grant Avenue Parkway will be amenities that increase the attractiveness of this subarea as a location for more intense residential development.

BULK

Area: ~449,000 ft² / ~11.0 ac

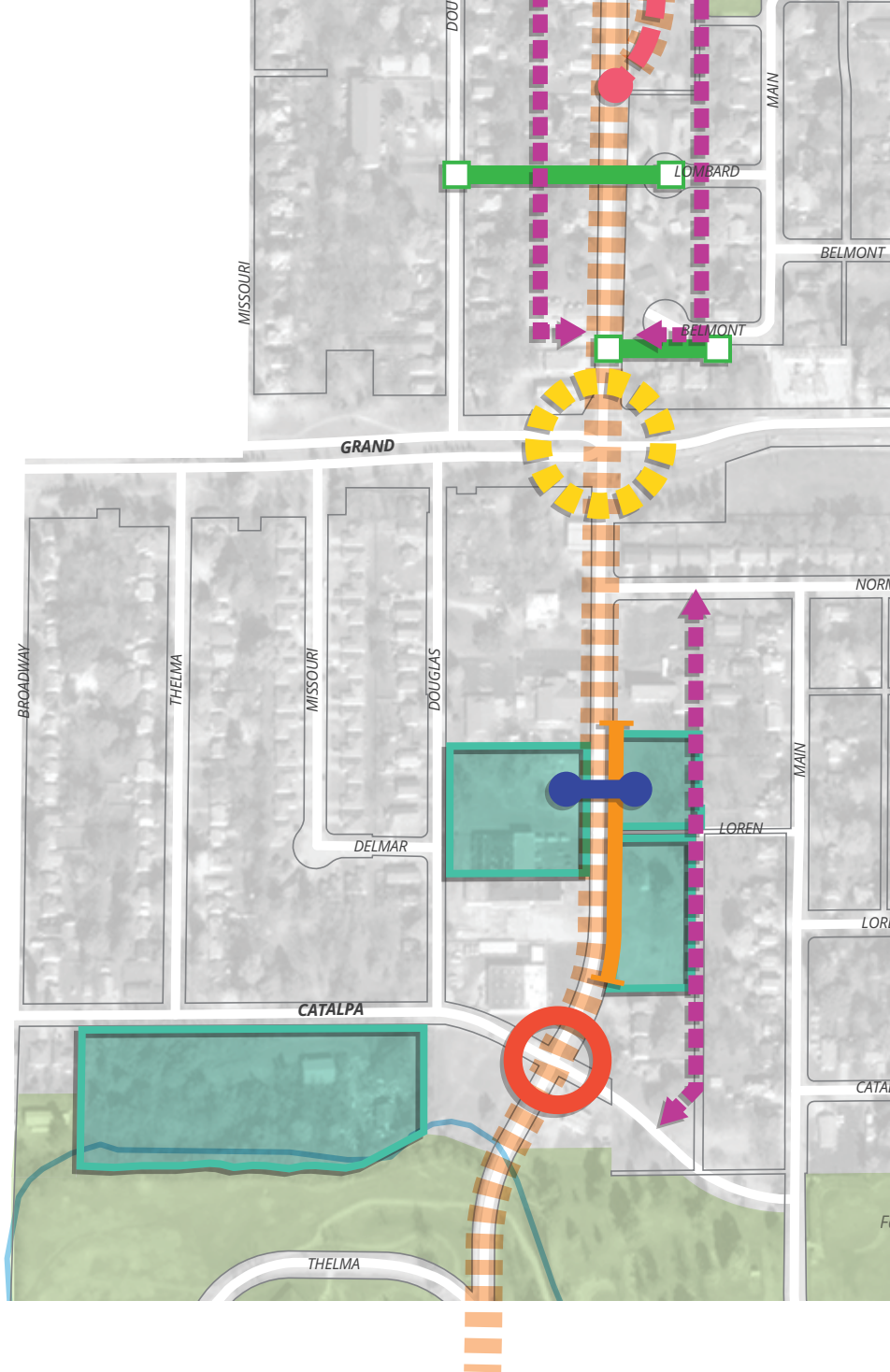
Maximum height: 3/4 stories

Front setback: 15-25 ft

Other: Development should orient to Grant Ave. and Fassnight Park

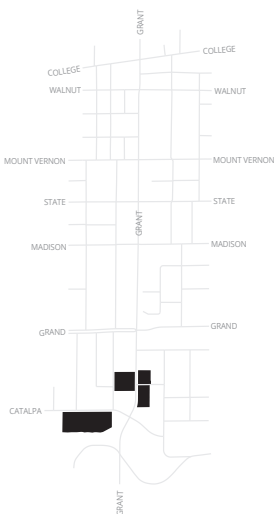
USE

Mixed residential including single-family attached and multifamily; Ground-floor commercial should also be encouraged as a component of multifamily structures

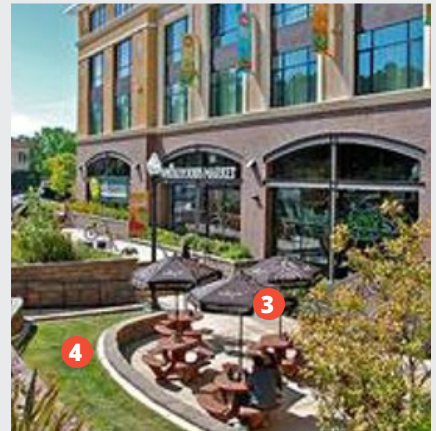
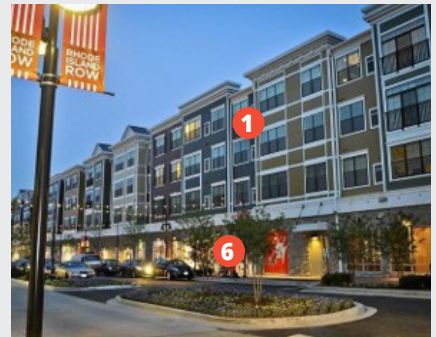
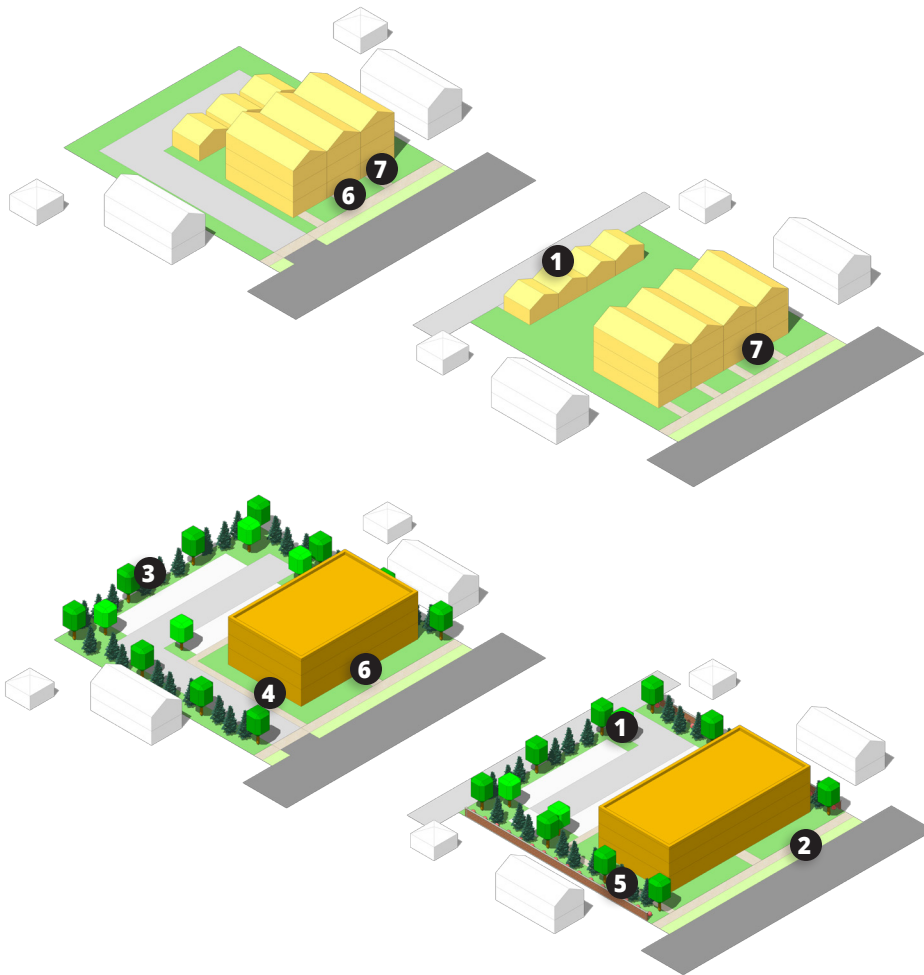


SUBAREA F

-  Proposed Intersection Improvement & Placemaking Focal Points
-  Proposed Crosswalk Enhancement
-  Alley Opportunity
-  Cross-Access
-  Proposed Bike Lanes
-  Grant Avenue Roadway Reconfiguration
-  Potential Pedestrian Connections



SUBAREA F

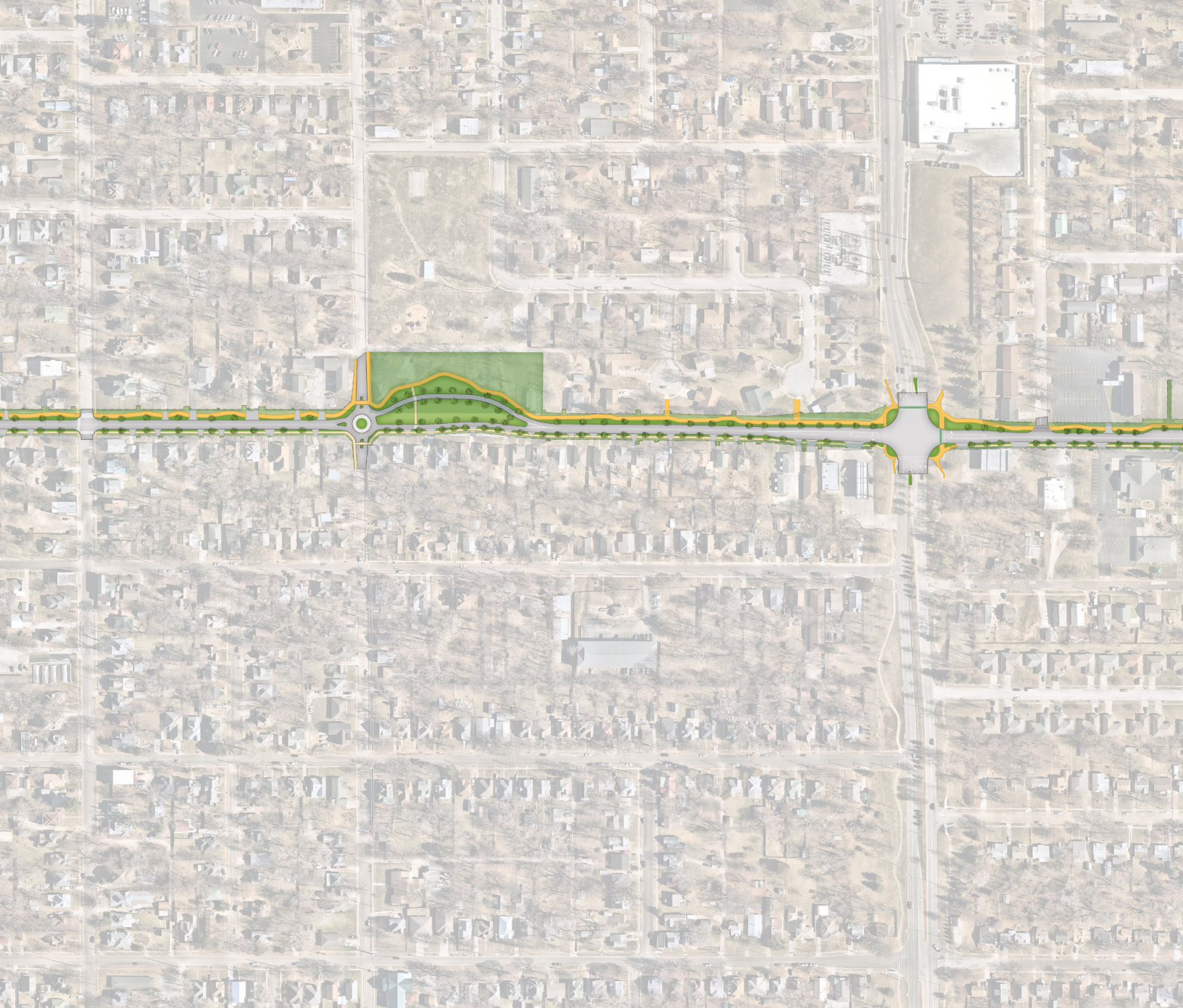


BLOCK TYPOLOGY

- 1 Parking Lot** – Parking should be located behind the building and accessed through the alley.
- 2 Streetwall** – Buildings should be sited to create a continuous streetwall along Grant Avenue.
- 3 Screening** – Parking lots should be well screened from adjacent residential uses.
- 4 Pedestrian Access** – Parking lots should be connected to Grant Avenue or Catalpa Street to increase pedestrian access to the corridor.
- 5 Buffering** – Walls or fencing and landscaping should be used to create clear separation between residential and nonresidential uses.
- 6 Orientation** – Buildings should be oriented toward Grant Avenue.
- 7 Setbacks** – New development should be setback to align with the existing residential structure that is closest to the public right-of-way.

DESIGN CONSIDERATIONS

- 1 Façade Articulation** – Articulation should be used to break up long blank facades and primary facades should front Grant Avenue.
- 2 Signage** – Signs should be proportionate to the scale of the building, complement the facade, and prioritize pedestrian wayfinding.
- 3 Outdoor Space** – Outdoor plazas should be allowed for dining and public gathering.
- 4 Landscaping** – Landscaped areas should buffer parking and service areas.
- 5 Materials** – Nontraditional building materials such as plastic and vinyl siding should be discouraged.
- 6 Lighting** – Pedestrian-scale lighting should be incorporated into entries, signage, displays and pedestrian walkways, and parking areas for wayfinding and general safety.



IMPLEMENTATION



The Grant Avenue Parkway Corridor Plan is a policy guide that outlines the necessary actions for the City to take to achieve the community's vision for the future of the corridor. It is designed to serve as a foundation for decision-making for staff, elected and appointed officials, developers, property owners, and other stakeholders. Despite the comprehensive nature of the Plan's recommendations, the Plan is not regulatory in nature. The Plan itself does not have the "teeth" needed to require new development and redevelopment along the corridor to align with the community's vision articulated in the Plan. Updates to the City's zoning regulations are needed to implement the plan.

IN THIS CHAPTER

- What does Zoning do?
- Grant Avenue Parkway Corridor Regulatory Strategy

IMPLEMENTATION THROUGH REGULATION

Zoning regulations are the rules that new development and redevelopment must follow, making them an essential tool in Plan implementation. Often, communities will adopt a plan with a clear vision, only to “pull the reins back” on the development regulations needed to achieve their objectives. There is a fear that such regulations will deter reinvestment and push development to occur elsewhere. However, properly drafted land development regulations that align with a plan, can remove unnecessary barriers to investment by providing flexibility for potential developments, offsetting the requirements related to design. In this way, land development regulations offer an opportunity to implement the plan by making good development easy.

WHAT DOES ZONING DO?

Zoning ordinances manage how land is developed and used to protect public health, safety, and welfare. Zoning ordinances are the means by which local governments regulate land use. They accomplish this in a myriad of ways, including but not limited to those detailed below.

- **Euclidean Zoning.** Euclidean zoning is the traditional approach to zoning that divides a community into zoning districts based on the types of uses that are desirable in different areas and establishes rules for how land in each district can be developed and used. Euclidean zoning districts keep high intensity uses that may impact surrounding properties, like manufacturing, away from less intense uses, like homes and schools. Each district establishes different rules that limit development activity, including which use types are allowed and how they are permitted as well as how big a building can be, where on a lot a building can be located, how much open space must be left over, how much parking has to be provided, and much more.
- **Form-based Zoning.** Form-based zoning also divides a community into zoning districts, however unlike Euclidean zoning, form-based zoning districts are based on the types of urban form and development patterns that are desirable in different areas. The foundation of form-based zoning districts in many communities is the rural to urban transect, which defines a series of areas that transition from rural areas utilized for agriculture to dense downtowns and urban cores. Put simply, form-based zoning primarily regulates what development looks like and secondarily how development is utilized. This is accomplished by establishing standards for different building types and for how building façades relate to the public realm.
- **Incentive-based Zoning.** Incentive based zoning is a type of Euclidean zoning that offers flexibility in standards and requirements in exchange for items that help a community reach its goals such as the provision of affordable housing, preservation of open space and environmental features, and much more. Increased density, height, or lot coverage are some of the most common types of incentives offered along with relief from requirements for parking and other development standards as detailed below.

- **Overlay Zoning.** Overlay zoning is used in concert with Euclidean and form-based zoning to establish unique standards for specific areas that are otherwise governed by multiple zoning districts such as downtowns, areas surrounding transit stops, historic neighborhoods, and commercial corridors. In some circumstances, the overlay zoning district applies additional standards on top of the standards of the base zoning district, while in other circumstances the overlay zoning district standards supersede or replace the standards of the base zoning district. The standards established in overlay zoning districts often control building architecture and design, allowed density and development patterns, and other topics that make the area governed by the overlay district unique.
- **Development Standards.** Development standards, often called standards of general applicability, are an integral component of Euclidean zoning. They include regulations that are relevant for all uses throughout zoning districts, such as off-street parking and loading, landscaping, fences, and much more.

- **Use-specific Provisions.** Use-specific standards are another integral component of Euclidean zoning. They include detailed regulations applicable to specific uses such as the conversion of single-family residences to office or multifamily and neighborhood-scale commercial, regardless of the district in which they are located.
- **Sign Standards.** Sign ordinances manage the type, size, and location of permanent and temporary signs in a community. Where a sign ordinance is located within a municipal code varies community by community, but can often be found in the zoning ordinance, building ordinance, business ordinance, or as a standalone title. In 2016, the Supreme Court of the United States made a decision in the *Reed vs. the Town of Gilbert* case that impacted the majority of sign ordinances throughout the country, Springfield's included. This decision clarified that sign copy is protected speech under the first amendment and held that signs cannot be treated differently based on their communicative content. Simply put, if a sign regulation can only be enforced by reading what the sign says, that regulation is a violation of the first amendment. For example, signs that communities traditionally have established specific regulations for, such as real estate signs or political campaign signs, are no longer valid.

GRANT AVENUE PARKWAY CORRIDOR REGULATORY STRATEGY

To accommodate the range of uses and block typologies included in this Corridor Plan, it is recommended that the City establish a new overlay district that supersedes the standards of the area's base zoning districts. The overlay district should be divided into subareas that align with the subareas defined in the Corridor Framework and detailed in the Subarea Plans section.

The overlay district should utilize a hybrid Euclidean, form-based, and incentive-based approach to achieve the community's vision for this area in a business and developer friendly manner. The overlay should take a Euclidean approach to the types of uses allowed in each subarea, while standards regulating architecture, design, and bulk should take a form-based approach that builds off of the block typologies. Further, incentive-based strategies should be considered to encourage a higher level of design and greater site amenity than the City would otherwise require for landscape, signs, open space, and other development standards.



One-rdg. X
P. Hrngs.
Pgs. 14
Filed: 03-16-21

Sponsored by: McClure, Hosmer, and Simpson

COUNCIL BILL 2021- 067 RESOLUTION

A RESOLUTION

1 AFFIRMING City Council’s intent to use the three key indicators set forth in the “Next
2 Steps on the Road to Recovery” memo from the Springfield-Greene
3 County Health Department to determine when to step down or out of the
4 City’s COVID-19 public health and safety regulations.
5
6

7 WHEREAS, the Springfield-Greene County Health Department in conjunction
8 with the local medical community has developed three key indicators to guide the City in
9 a safe approach to stepping out of regulations enacted to protect the community from
10 the COVID-19 pandemic; and
11

12 WHEREAS, the three key indicators and the science supporting them are
13 documented in the memo “Next Steps on the Road to Recovery” issued March 5, 2021,
14 by the Springfield-Greene County Health Department, attached hereto as “Exhibit A”;
15 and
16

17 WHEREAS, City Council greatly appreciates that the residents of Springfield
18 have demonstrated their strength and resilience by coming together as a community
19 and working hard to reduce the effects and spread of COVID-19 in our city; and
20

21 WHEREAS, City Council wishes to empower the members of our community with
22 steps they can take to help influence how soon we reach the next phase stepping down
23 or out of the City’s COVID-19 public health and safety regulations by providing the
24 community a guide to the indicators City Council intends to use to make that
25 determination.
26

27 NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF
28 SPRINGFIELD, MISSOURI, as follows, that:
29

30 Section 1 – City Council hereby affirms its intent to use the three key indicators of
31 the 7-day average case count, hospitalizations due to COVID-19, and the percent of the
32 eligible population in Greene County that has been fully vaccinated, as set forth in the
33 “Next Steps on the Road to Recovery” memo from the Springfield-Greene County
34 Health Department to determine when to step down or out of the City’s COVID-19 public
35 health and safety regulations.

Section 2 – This Resolution shall be in effect from and after passage.

Passed at meeting: _____

Mayor

Attest: _____, City Clerk

Filed as Resolution: _____

Approved as to form: Rhonda Lewsader, City Attorney

Approved for Council action: Jason R. Hays, City Manager

EXPLANATION TO COUNCIL BILL 2021- 067

FILED: 03-16-21

ORIGINATING DEPARTMENT: Health Department

PURPOSE: To affirm City Council's intent to use the three key indicators set forth in the "Next Steps on the Road to Recovery" memo from the Springfield-Greene County Health Department to determine when to step down or out of the City's COVID-19 public health and safety regulations.

REMARKS: On March 5, 2021, the Springfield-Greene County Health Department released a memo "Next Steps on the Road to Recovery" that set forth three key indicators to guide the City in a safe approach to stepping out of public health and safety regulations that have protected our community during the COVID-19 pandemic. In conjunction with the local medical community, the Health Department developed three key indicators to guide their future recommendations about what public health and safety regulations are needed at a given time.

The three key indicators are: the 7-day average case count, hospitalizations due to COVID-19, and the percent of the eligible population in Greene County that has been fully vaccinated.

City Council greatly appreciates the way that the residents of Springfield have come together as a community and worked hard to reduce the effects and spread of COVID-19 in our city. City Council wishes to empower the members of our community with steps they can take to help influence how soon we reach the next phase stepping down or out of the City's COVID-19 public health and safety regulations by providing the community a guide to the indicators City Council intends to use to make that determination.

Submitted by:



Katie Towns
Interim Director of Health

Approved by:



Jason Gage
City Manager



To: Mayor McClure and Members of City Council

From: Katie Towns, Interim Director of Health

Date: March 5, 2021

Re: Next Steps on the Road to Recovery

Overview

The City of Springfield instituted Stay at Home Orders that began on March 26, 2020 and were in place until May 3, 2020. May 4 marked the beginning of the City's phased Road to Recovery Plan. This plan outlined steps to the methodical reopening of our economy, while also implementing policies to protect residents from COVID-19.

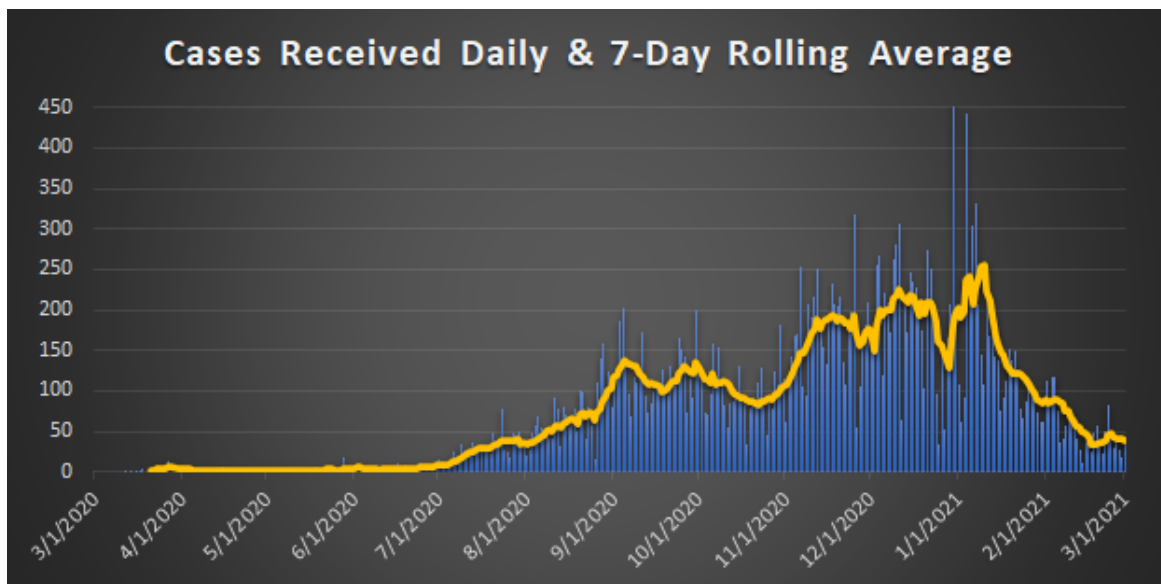
Since July 15, we have been operating under evolving stages of Phase 3 of Springfield's Road to Recovery Plan. Under the current phase--Phase 3C--these orders maintained COVID-19 prevention restrictions such as masking and limits of 50% occupancy in areas of public accommodation based on square footage, which allows for proper physical distancing (Appendix A).

This existing ordinance will expire on April 9 if no action is taken by City Council. It is the firm recommendation of the Springfield-Greene County Health Department (SGCHD) that restrictions remain in place. The SGCHD also recommends adopting an approach, presented herein, to continuing on the Road to Recovery. The approach uses key data elements to guide recommendations to reducing restrictions within the ordinance.

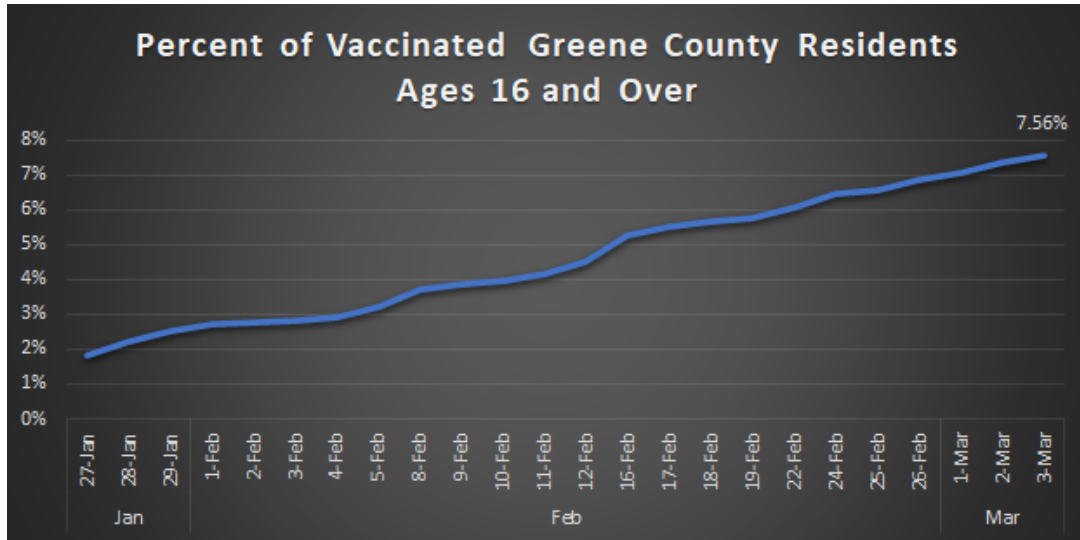
COVID-19 Cases and Current Status

Throughout the course of the pandemic, the SGCHD has worked tirelessly to respond to an ever-evolving situation. As our community crosses the threshold of one year of responding to COVID-19, briefly summarizing the disease and the corresponding response proves difficult. During the first four months of the pandemic, Springfield and Greene County proved to be better able to nimbly respond to and contain the virus than any other city in the Midwest. In July, the number of cases and unknown exposure sources exceeded public health capabilities, which sparked an increase in cases. From the beginning of July through early October, the community experienced steady growth in cases followed by sustained high case counts. During this period, the public health system was unable to meet the demands of new cases. After a brief reduction in cases (yet still high case volumes), the trend once again rapidly grew and maintained extremely high case counts, peaking on January 10th at 254 cases. During this

surge, the hospitals were extremely taxed, and both public health and healthcare adapted to the increasing volume to continue to respond. Since peaking in early January, cases have sharply declined. In comparing the first of each month, January's 7-day average case count was 203, February's was 89 and in March it has dropped to 39. During this period, hospitals have also experienced a significant reduction in hospitalizations, with 230 people hospitalized for COVID-19 in early January, 113 February 1st, and 53 on March 1st.



During the first several months of vaccine implementation, the community has begun to gain some momentum. Presently, more than 7% of Greene County's eligible population (16 and older population) have been fully vaccinated.



After the slow start, vaccine supply and ordering cadence is beginning to take place for the community's hospitals and public health. This is allowing for a more methodical approach to implementing local efforts to vaccinate. As vaccine supply increases over the month of March, there will be an increasing number of vaccinators who will begin to be able to regularly contribute to the effort.

Continued case for masking

Masking continues to be one of the strongest tools against COVID-19 while also allowing the economy to reopen. It is the recommendation of the SGCHD that masking be one of the last restrictions to be eased as a result.

The March 5, 2021 [Morbidity and Mortality Report from CDC](#) studied the effectiveness of mask mandates in 39 states and the District of Columbia. To analyze the impact of the implementation of the mask mandate, scientists gathered data on the 20 days prior to implementation and the 100 days following the start of the mask mandate. Researchers found that masking decreased daily COVID-19 case growth by 0.5 percentage points within the first 20 days following implementation, and the impact of masking continued to grow—case growth decreased by 1.1 percentage points 40 days out, 1.5 points 60 days out, 1.7 points 80 days out and 1.8 points by the 100th day of the mask mandate. Deaths similarly slowed, by 0.7, 1.0, 1.4, 1.6 and 1.9 percentage points in the same timeframes.

Another example of the power of masking has been in the continued low case rate among school-age children locally. The case rate among this age group has remained steady and low,

even when four-day school weeks was instituted, demonstrating that masking, along with comprehensive mitigation strategies in school settings, can prevent widespread transmission.

Additional studies have continued to point to the importance of masking to protect against COVID-19 transmission. A February 10 analysis in the [Journal of the American Medical Association](#) reviewed 11 studies around masking and found evidence of a substantial decrease in risk of COVID-19 infection with every example.

The [CDC continues to point to now 45 studies](#) (Appendix B) which support the emerging evidence that cloth face coverings reduce the likelihood of spreading respiratory droplets when properly worn over the nose and mouth.

Potential Variants

Due to the emergence of several variants of COVID-19, continued compliance with public health mitigation strategies, such as vaccination, physical distancing, use of masks, hand hygiene, and isolation and quarantine, is essential to limit the spread of the virus that causes COVID-19 and protect public health.

Multiple variants of the virus that causes COVID-19 are circulating globally. The United Kingdom (UK) identified [a variant called B.1.1.7](#) with a large number of mutations in the fall of 2020. [Epidemiological studies](#) indicate that the B.1.1.7/201/501Y.V1 strain is 30% to 80% more effectively transmitted and results in higher nasopharyngeal viral loads than the wild-type strain of SARS-CoV. Also of concern are retrospective observational studies suggesting an approximately 30% increased risk of death associated with this variant.

In South Africa, [another variant called B.1.351](#) emerged independently of B.1.1.7, where it has rapidly become the predominant strain. This strain is also thought to also have a high potential for transmission.

Framework removing COVID-related restrictions

As our community's vaccination rate, confirmed cases and hospitalization rates continue to improve, the Health Department believes that the community can use a data driven approach to begin to step out of restrictions in a way that protects the health of our community and also allows for more economic activity.

To guide the process and provide recommendations towards reducing restrictions, the SGCHD has developed a framework to use data to inform City Council. This framework is built on recommendations from the White House Coronavirus Task Force and [the Missouri Department of Health and Senior Services: State of Missouri Public Health Warning](#). Additionally, the approach will remain flexible and will be adapted as new information becomes available. The

proposed indicators consider where we are in Springfield's Road to Recovery Plan Phase 3C, the data and trends we are monitoring, and what thresholds best indicate a readiness to step out of the ordinance.

Three key indicators will drive the recommendations from SGCHD:

- 7-day average case count,
- hospitalizations due to COVID-19, and
- percent of the eligible population that has been fully vaccinated.

These three indicators best capture the current impact of COVID-19 in our community and progress towards broad-based community protection. The evaluation period will be 28 days (two full incubation periods of the virus), when considering moving into the next step of the Road to Recovery. Allowing two incubation periods to pass before making changes to the ordinance will increase confidence in sustained trends, protect against short-term variances, and give the community time to anticipate how ordinances will change.

RED	YELLOW	GREEN
WHEN these thresholds are met: • New cases per day: More than 40 cases (based on 7-day average) • Hospitalizations - COVID-19 isolation: Over 50 • Percent of residents vaccinated (about 238,871 residents 16 and over): N/A	WHEN these thresholds are met: • New cases per day: Under 40 cases • Hospitalizations - COVID-19 isolation: Under 50 • Percent of residents vaccinated (about 238,871 residents 16 and over): 25%	WHEN these thresholds are met: • New cases per day: Under 20 cases • Hospitalizations - COVID-19 isolation: Under 20 • Percent of eligible residents vaccinated (about 238,871 residents 16 and over): 50%
THEN the ordinance will include: • Occupancy limit: Keep existing restrictions (50% occupancy limit) • Masking: Required • Physical Distancing: Required	THEN the ordinance will include: • Occupancy limit: Remove most occupancy restrictions • Masking: Required • Physical Distancing: Recommended • Mass gatherings: Under 500 allowed—masking and distancing recommended Over 500 allowed at 50% capacity—masking and distancing recommended	THEN the ordinance will be removed. • Public health recommendations may apply.

Source: MO DHSS: State of Missouri Public Health Warning, White House Coronavirus Task Force Report and [CDC Mitigation Framework](#)

Indicators and Thresholds

Moving from red, to yellow, to green will be a stepwise approach, with a goal that all three conditions be met to move closer towards the end of the Road to Recovery. However, the minimum expectation will be that two of the three conditions are met with the third showing strong progress towards being met. In order to progress from red to the yellow, the 7-day average case count will need to be below 40 cases per day for a 28-day period. A 7-day average is used to account for inconsistent reporting days due to testing and when cases are reported to the state. To consider lifting restrictions to the ordinance, a 28-day maintenance of the 7-day average in the threshold should be observed. If during the 28-day period, the 7-day average rises above 40 cases per day threshold, the SGCHD may still recommend progressing to the next phase. These recommendations will be limited to when 7-day averages are below the threshold for at least 80% (23 days), and the rise of the 7-day average into the higher threshold does not exceed 20% (5 days) of total evaluation period (28 days). The evaluation period will be a rolling 28 days and should be adjusted accordingly in the case that more than 5 days are above the threshold.

If, after progressing to the next phase in the Road to Recovery (e.g. yellow or green), any of the three indicators worsen, regressing to one of the previous categories, the SGCHD currently recommends their exploration into the reasons behind the change and will present findings to City Council before stepping back into additional restrictions.

In evaluating both hospitalizations and vaccinations, if the data do not meet the thresholds, additional exploration into the data and partnership with healthcare will occur. Based on information, the SGCHD will make recommendations to City Council.

Recommended Ordinance Changes

With each step forward on the Road to Recovery, the restrictions will be lessened. These steps are subsequent to reduced disease and improved community immunity achieved through vaccinations. There are three primary components to the ordinance that will be addressed in the change: occupancy limitations, masking, and physical distancing.

Within the current phase of the Road to Recovery (Phase 3C), occupancy restrictions are established at 50% within facilities and other criteria apply to other activities. The proposed framework removes the occupancy limitations and other requirements for the majority of facilities in both the yellow and green phases. Some high-risk elements will remain, such as the prohibition of bar and counter seating. Within the yellow phase the recommendation also includes limiting the number of people in mass gatherings. This public health recommendation is in place to help reduce the likelihood of a “super spreader” event that may be more likely to

occur with variants that are more transmissible. In the face of uncertain vaccine efficacy against all variants of COVID-19, limiting the number of people who can closely congregate for an extended period of time is necessary. The recommendation, which maintains 50% of occupancy, applies only to facilities when there are 500 people or more. This recommendation is currently only planned in the yellow phase and would be removed in the green phase.

Masking is required, with certain exceptions, within the current ordinance. During the yellow phase, the recommendation for this requirement will continue. This recommendation persists due to both the effectiveness of masks in limiting disease transmission and the minimal economic impact on the community. The Green phase will include the removal of the requirement of masking and will transition to the recommendation for continued masking.

Lastly, physical distancing is currently required within existing ordinance. As the community moves from Red into the next phases of recovery, the requirement will be removed and instead will be a recommendation. The lessening of the requirement is based on the inability to ensure distancing is maintained as occupancy restrictions are removed. Physical distancing will still be recommended to minimize exposures to the virus.

The indicators and recommendations made are based on the best evidence currently available. As the SGCHD learns more from not only local experience, but as data and evidence emerge from additional research, updated recommendations to the approach may occur.

Taking a measured approach to the final stages of the Road to Recovery, being guided by key community indicators, will help ensure that the community finishes the recovery, while protecting the health of the community. During these final stages in the community's response to COVID-19, it is paramount that the effective approaches to reducing disease transmission are maintained. These, in combination with a growing vaccination rate will help the community finish strong!



Appendix A

SPRINGFIELD-GREENE COUNTY ROAD TO RECOVERY PLAN (UPDATED 12.15.2020)

Phases 3A-3C are extensions of Phase 3 with the addition of a masking ordinance

PHASE 3A-3C (JULY 16-APRIL 9, 2021)

Phase 3B increased the occupancy limitation at Public Gatherings. Phase 3C added an exemption for baptisms.

RESTAURANTS & BARS	ENTERTAINMENT VENUES & MUSEUMS	PLAYGROUNDS, POOLS & PARKS	SPORTS & SPORTING EVENTS	RETAIL STORES/ BUSINESSES	PERSONAL CARE SERVICES ¹⁾	GYMS & FITNESS CENTERS	CHILD CARE, CAMPS & PRIVATE SCHOOLS	RELIGIOUS SERVICES, WEDDINGS & FUNERALS	PUBLIC GATHERINGS
Restaurants: Face coverings are required for staff at all times. Patrons must wear masks when not eating or drinking. Tables must be 6 feet apart. Bars, nightclubs and tap rooms: 50% occupancy limitation based on square footage* of facility or 35 people, whichever is greater. Masks required for both staff and patrons unless eating or drinking. No counter seating or self-service buffets allowed	Allowed to operate with 50% occupancy limitation based on square footage* of facility or 35 people whichever is greater Face Coverings are required for all staff and patrons in public areas and while preparing food and drinks Face Coverings are not required of speakers or performers addressing or performing for a group.	Playgrounds, Parks and Trails open Pools allowed to operate with 50% bather load of the pool	Persons playing a sport are not required to wear a face covering Spectators allowed with 50% occupancy limitation based on square footage* of spectator area Outdoor sporting events and practices: Masks required for spectators if physical distancing of 6 feet can't be maintained. Indoor sporting events and practices: Masks required for spectators <i>Umpires, referees, and coaches are not considered spectators</i>	Open with 50% occupancy limitation based on square footage* or 35 people, whichever is greater Face Coverings are required for both staff and patrons in public areas.	Open with 50% occupancy limitation based on square footage* (includes employees) Face Coverings are required for both staff and patrons	Open with 50% occupancy limitation based on square footage* Fitness classes allowed to operate with 50% occupancy limitation based on square footage* of facility or 35 people whichever is greater Face Coverings required for both staff and patrons in public areas unless the person is playing a sport, exercising or using exercise equipment while exerting themselves	Day cares and schools open Day camps open with limitations of stable groups of 25 Face Coverings required for all providers of day cares, day camps, and childcare programs. <i>Children ages 3 to 11 are strongly encouraged, but not required to wear a Face Covering, while under the direct supervision of an adult.</i>	In-Person services allowed to operate with 50% occupancy limitation based on square footage* of facility or 35 people whichever is greater Face Coverings required for both staff and patrons/ visitors except while eating or drinking or while addressing or performing for a group. Weddings: masks are not required for the wedding party during the ceremony or while photos are being taken. Participants in a baptism ceremony are not required to wear a Face Covering during a baptism ceremony or while photographs of the baptism are taken. <i>(Exemption added Dec. 15)</i>	The City is permitting special events on public property with a 50% occupancy limitation based on the square footage* of the area. <i>(Amended on Oct. 12 from a 25% occupancy limitation)</i> All providers of a Special Event shall require Face Coverings of staff and participants

ALL BUSINESSES SHALL CARRY OUT TO THE GREATEST DEGREE POSSIBLE CDC RECOMMENDED SOCIAL DISTANCING AND CLEANING GUIDELINES IN ALL SITUATIONS.

FACE COVERINGS/MASKS ARE REQUIRED IN MOST PUBLIC PLACES. PLEASE SEE THE ORDER OR PAGE 3 OF THE ROAD TO RECOVERY DOCUMENT PLAN FOR MORE INFORMATION.

***50% Occupancy Square Footage Formula:** (Square Footage)/30 x .50 = Occupancy Limit

1) Personal care services include, but are not limited to, barbers, hairdressers, manicurists, estheticians, piercing technicians, tattoo artists, and massage therapists.

19

Appendix B

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P. Hrngs.
Pgs. 27
Filed: 03-16-21

Sponsored by: Fisk

First Reading:

Second Reading

COUNCIL BILL 2021-068

SPECIAL ORDINANCE

AN ORDINANCE

1 AUTHORIZING the City Manager, or his designee, to apply for and accept two grants
2 from the United States Department of Transportation, Federal
3 Aviation Administration, as part of the Coronavirus Response and
4 Relief Supplemental Appropriations Act, to the City, by and through
5 the Springfield-Branson National Airport Board in an amount of
6 \$3,861,521, for the purpose of providing funds for the Springfield-
7 Branson National Airport Board to prevent, prepare for, and respond
8 to the impacts of the COVID-19 public health emergency; amending
9 the budget of the Airport Board for Fiscal Year 2020-2021 in the
10 amount of \$3,861,521; and declaring that this bill qualifies for
11 approval in one reading.
12
13

14 WHEREAS, the City, by and through the Springfield-Branson National Airport
15 Board (the "Airport Board"), has received approval from the United States Department
16 of Transportation, Federal Aviation Administration for \$3,861,521 in grant relief as part
17 of the Coronavirus Response and Relief Supplemental Appropriations Act ("CRRSA"),
18 on two grant applications made by the Airport Board; and
19

20 WHEREAS, this amendment to the budget for the City of Springfield, Missouri,
21 for Fiscal Year 2020-2021 has been approved and recommended by the City Manager;
22 and
23

24 WHEREAS, the United States Department of Transportation, Federal Aviation
25 Administration, and the City desire to enter into agreements to govern the terms of
26 these grants.
27

28 NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF
29 SPRINGFIELD, MISSOURI, as follows, that:
30

31 Section 1 – City Council hereby authorizes the City Manager, or his designee, to
32 apply for and accept grant funds from the United States Department of Transportation,

Federal Aviation Administration, in the amount of \$3,861,521 in grant relief as part of Coronavirus Response and Relief Supplemental Appropriations Act ("CRRSA"), and to execute agreements between the City and the United States Department of Transportation, Federal Aviation Administration, said agreements to be substantially in form and content as those documents attached hereto and incorporated herein by this reference as "Exhibit A," and to do all things necessary to carry out the intent of the grants.

Section 2 – City Council hereby amends the budget of the Springfield-Branson National Airport Board for Fiscal Year 2020-2021 in the accounts and in the amounts as shown on Budget Adjustment No. 063 a copy of which is attached hereto and incorporated herein by this reference as "Exhibit B."

Section 3 – City Council hereby finds that the budget adjustment made above has been recommended by the City Manager and further finds that the budget adjustment herein is necessary to meet the need for relevant public expenditure.

Section 4 – City Council hereby directs the City Manager to cause the appropriate accounting entries to be made in the books and records of the City. In the event additional funding is provided under this grant by the grantor, the Director of Finance is hereby authorized to adjust this appropriation by an amount not to exceed 20 percent of the total grant sum.

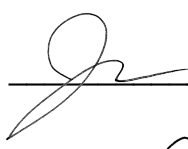
Section 5 – City Council hereby finds and declares that this Ordinance authorizes entering two contracts with a state or federal government agency for the purpose of receiving grant monies from the same and may be passed as a one-reading ordinance pursuant to City Charter Section 2.16(25). Therefore, this Ordinance shall be in full force and effect from and after passage.

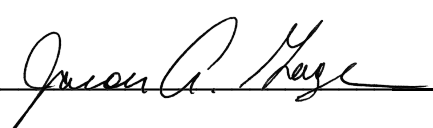
Passed at meeting: _____

Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form:  _____, Assistant City Attorney

Approved for Council action:  _____, City Manager

EXPLANATION TO COUNCIL BILL 2021-068

FILED: 03-16-21

ORIGINATING DEPARTMENT: Airport

PURPOSE: Authorizing the City Manager, or his designee, to apply for and accept two grants from the United States Department of Transportation, Federal Aviation Administration, as part of the Coronavirus Response and Relief Supplemental Appropriations Act, to the City, by and through the Springfield-Branson National Airport Board in an amount totaling \$3,861,521 for the purpose of providing funds for the Springfield-Branson National Airport Board to prevent, prepare for, and respond to the impacts of the COVID-19 public health emergency; amending the budget of the Airport Board Fiscal Year 2020-2021 in the amount of \$3,861,521; and declaring that this bill qualifies for approval in one reading.

BACKGROUND INFORMATION: The objective of this grant is to assist the Airport to endure the economic impact of the COVID-19 public health emergency. The outcome of the project will result in supplementing debt service and employee salaries during this time, as well as providing some relief to Airport tenant concessionaires.

REMARKS: The Airport Board recommends that the City accept these grants.

Submitted by:


Brian C. Weiler, Director of Aviation

Approved by:

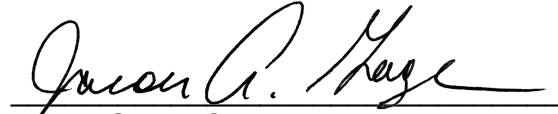

Jason Gage, City Manager

Exhibit A

3-29-0077-061-2021



U.S. Department
of Transportation
**Federal Aviation
Administration**

Airports Division
Central Region
Iowa, Kansas, Missouri, Nebraska

FAA ACE-600
901 Locust
Kansas City, MO 64106

CRRSA Transmittal Letter

March 10, 2021

Mr. Brian C Weiler, AAE
Director of Aviation
Springfield-Branson National Airport
2300 N Airport Blvd, Suite 100
Springfield, MO 65802

Dear Mr. Weiler:

Please find the following electronic Airport Coronavirus Response Grant Program (ACRGP) Grant Offer, Grant No. 3-29-0077-061-2021 for Springfield-Branson National Airport. This letter outlines expectations for success. Please read and follow the instructions carefully.

To properly enter into this agreement, you must do the following:

- a. The governing body must provide authority to execute the grant to the individual signing the grant; i.e. the sponsor's authorized representative.
- b. The sponsor's authorized representative must execute the grant, followed by the attorney's certification, **no later than** April 9, 2021, in order for the grant to be valid.
- c. You may not make any modification to the text, terms or conditions of the grant offer.
- d. The grant offer must be digitally signed by the sponsor's legal signatory authority and then the grant offer will be routed via email to the sponsor's attorney. Once the attorney has digitally attested to the grant, an email with the executed grant will be sent to all parties.

Subject to the requirements in 2 CFR §200.305, each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System. The terms and conditions of this agreement require you drawdown and expend these funds within four years.

An airport sponsor may use these funds for costs related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments. Please refer to the ACRGP Frequently Asked Questions for further information.

With each payment request you are required to upload an invoice summary directly to Delphi. The invoice summary should include enough detail to permit FAA to verify compliance with the Coronavirus Response and Relief Supplemental Appropriations Act (Public Law 116-260).

For the final payment request, in addition to the requirement listed above for all payment requests, you are required to upload directly to Delphi:

- A final financial report summarizing all of the costs incurred and reimbursed, and

- An SF-425, and.
- A closeout report (A sample report is available [here](#)).

Until the grant is completed and closed, you are responsible for submitting a signed/dated SF-425 annually, due 90 days after the end of each federal fiscal year in which this grant is open (due December 31 of each year this grant is open).

As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR part 200. Subpart F requires non-Federal entities that expend \$750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to assure your organization will comply with applicable audit requirements and standards.

I am readily available to assist you and your designated representative with the requirements stated herein. We sincerely value your cooperation in these efforts.

Sincerely,

Todd Madison
Missouri State Planner



U.S. Department
of Transportation
Federal Aviation
Administration

AIRPORT CORONAVIRUS RELIEF GRANT PROGRAM (ACRGP)

GRANT AGREEMENT

Part I - Offer

Federal Award Offer Date March 10, 2021

Airport/Planning Area Springfield-Branson National

CRRSA Grant Number 3-29-0077-061-2021

Unique Entity Identifier 024706756

TO: City of Springfield
(herein called the "Sponsor")

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA an Airports Coronavirus Response Grant Program (herein called "ACRGP") Application dated **February 18, 2021**, for a grant of Federal funds at or associated with the **Springfield-Branson National Airport**, which is included as part of this ACRGP Grant Agreement; and

WHEREAS, the Sponsor has accepted the terms of FAA's ACRGP Grant offer;

WHEREAS, in consideration of the promises, representations and assurances provided by the Sponsor, the FAA has approved the ACRGP Application for the **Springfield-Branson National Airport**, (herein called the "Grant" or "ACRGP Grant") consisting of the following:

This ACRGP Grant is provided in accordance with the Coronavirus Response and Relief Supplemental Appropriations Act (CRRSA Act or "the Act"), Division M of Public Law 116-260, as described below, to provide eligible Sponsors with funding for costs related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments. ACRGP Grant amounts to specific airports are derived by legislative formula (See Division M, Title IV of the Act).

The purpose of this ACRGP Grant is to prevent, prepare for, and respond to coronavirus. Funds provided under this ACRGP Grant Agreement must only be used for purposes directly related to the airport. Such purposes can include the reimbursement of an airport's operational and maintenance expenses or debt service payments in accordance with the limitations prescribed in the Act. ACRGP Grants may be used to reimburse airport operational and maintenance expenses directly related to **Springfield-Branson**

National Airport and incurred no earlier than January 20, 2020. ACRGP Grants also may be used to reimburse a Sponsor's payment of debt service where such payments occur on or after December 27, 2020. Funds provided under this ACRGP Grant Agreement will be governed by the same principles that govern "airport revenue." New airport development projects not directly related to combating the spread of pathogens and approved by the FAA for such purposes, may not be funded with this Grant.

NOW THEREFORE, in accordance with the applicable provisions of the CRRSA Act, Public Law 116-260, the representations contained in the Grant Application, and in consideration of (a) the Sponsor's acceptance of this Offer; and, (b) the benefits to accrue to the United States and the public from the accomplishment of the Grant and in compliance with the conditions as herein provided,

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay 100% percent of the allowable costs incurred as a result of and in accordance with this Grant Agreement.

Assistance Listings Number (Formerly CFDA Number): 20.106

This Offer is made on and **SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:**

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is **\$3,736,194**, allocated as follows:

\$3,553,985	Primary KQ 2021
\$182,209	Primary KC 2021
2. **Grant Performance.** This ACRGP Grant Agreement is subject to the following federal award requirements:
 - a. The Period of Performance:
 1. Shall start on the date the Sponsor formally accepts this agreement, and is the date signed by the last Sponsor signatory to the agreement. The end date of the period of performance is 4 years (1,460 calendar days) from the date of acceptance. The period of performance end date shall not affect, relieve or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.
 2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions, or budget periods. (2 Code of Federal Regulations (CFR) § 200.1)
 - b. The Budget Period:
 1. The budget period for this ACRGP Grant is 4 years (1,460 calendar days). Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the budget period.
 2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the Sponsor is authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to §200.308.
 - c. Close out and Termination.

1. Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the end date of the period of performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will proceed to close out the grant within one year of the period of performance end date with the information available at the end of 120 days. (2 CFR § 200.344)
2. The FAA may terminate this ACRGP Grant, in whole or in part, in accordance with the conditions set forth in 2 CFR § 200.340, or other Federal regulatory or statutory authorities as applicable.
3. **Unallowable Costs.** The Sponsor shall not seek reimbursement for any costs that the FAA has determined to be unallowable under the CRRSA Act.
4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the Grant Application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages only.
5. **Final Federal Share of Costs.** The United States' share of allowable Grant costs is 100%.
6. **Completing the Grant without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the Grant without undue delays and in accordance with this ACRGP Grant Agreement, the CRRSA Act, and the regulations, policies, standards, and procedures of the Secretary of Transportation ("Secretary"). Pursuant to 2 CFR § 200.308, the Sponsor agrees to report to the FAA any disengagement from funding eligible expenses under the Grant that exceeds three months or a 25 percent reduction in time devoted to the Grant, and request prior approval from FAA. The report must include a reason for the stoppage. The Sponsor agrees to comply with the attached assurances, which are part of this agreement and any addendum that may be attached hereto at a later date by mutual consent.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs unless this offer has been accepted by the Sponsor on or before April 9, 2021, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner, including uses that violate this ACRGP Grant Agreement, the CRRSA Act or other provision of applicable law. For the purposes of this ACRGP Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement(s). The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.
10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or relate to this ACRGP Grant

Agreement, including, but not limited to, any action taken by a Sponsor related to or arising from, directly or indirectly, this ACRGP Grant Agreement.

11. System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).

- a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
- b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at <https://sam.gov/SAM/pages/public/index.jsf>.

12. Electronic Grant Payment(s). Unless otherwise directed by the FAA, the Sponsor must make each payment request under this agreement electronically via the Delphi invoicing System for Department of Transportation (DOT) Financial Assistance Awardees.

13. Air and Water Quality. The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this agreement.

14. Financial Reporting and Payment Requirements. The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.

15. Buy American. Unless otherwise approved in advance by the FAA, in accordance with 49 United States Code (U.S.C.) § 50101 the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured goods produced outside the United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract.

16. Audits for Sponsors.

PUBLIC SPONSORS. The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA.

17. Suspension or Debarment. When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:

- a. Verify the non-Federal entity is eligible to participate in this Federal program by:
 1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-Federal entity is excluded or disqualified; or
 2. Collecting a certification statement from the non-Federal entity attesting the entity is not excluded or disqualified from participating; or

3. Adding a clause or condition to covered transactions attesting the individual or firm is not excluded or disqualified from participating.
- b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g. sub-contracts).
- c. Immediately disclose to the FAA whenever the Sponsor (1) learns the Sponsor has entered into a covered transaction with an ineligible entity, or (2) suspends or debars a contractor, person, or entity.

18. Ban on Texting While Driving.

- a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
 1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to this ACRGP Grant or subgrant funded by this Grant.
 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - A. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - B. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- b. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded by this ACRGP Grant.

19. Trafficking in Persons.

- a. You as the recipient, your employees, subrecipients under this ACRGP Grant, and subrecipients' employees may not –
 1. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 2. Procure a commercial sex act during the period of time that the award is in effect; or
 3. Use forced labor in the performance of the award or subawards under the ACRGP Grant.
- b. The FAA as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity –
 1. Is determined to have violated a prohibition in paragraph A of this ACRGP Grant Agreement term; or
 2. Has an employee who is determined by the agency official authorized to terminate the ACRGP Grant Agreement to have violated a prohibition in paragraph A.1 of this ACRGP Grant term through conduct that is either –
 - A. Associated with performance under this ACRGP grant; or

- B. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR Part 1200.
- c. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph A during this ACRGP Grant Agreement.
- d. Our right to terminate unilaterally that is described in paragraph A of this section:
 - 1. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. § 7104(g)), and
 - 2. Is in addition to all other remedies for noncompliance that are available to the FAA under this ACRGP Grant.

20. Employee Protection from Reprisal.

- a. Prohibition of Reprisals —
 - 1. In accordance with 41 U.S.C. § 4712, an employee of a grantee or subgrantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (A)(2), information that the employee reasonably believes is evidence of:
 - a. Gross mismanagement of a Federal grant;
 - b. Gross waste of Federal funds;
 - c. An abuse of authority relating to implementation or use of Federal funds;
 - d. A substantial and specific danger to public health or safety; or
 - e. A violation of law, rule, or regulation related to a Federal grant.
 - 2. Persons and bodies covered: The persons and bodies to which a disclosure by an employee is covered are as follows:
 - a. A member of Congress or a representative of a committee of Congress;
 - b. An Inspector General;
 - c. The Government Accountability Office;
 - d. A Federal office or employee responsible for oversight of a grant program;
 - e. A court or grand jury;
 - f. A management office of the grantee or subgrantee; or
 - g. A Federal or State regulatory enforcement agency.
 - 3. Submission of Complaint — A person who believes that they have been subjected to a reprisal prohibited by paragraph A of this ACRGP Grant Agreement may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
 - 4. Time Limitation for Submittal of a Complaint — A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
 - 5. Required Actions of the Inspector General — Actions, limitations, and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b).
 - 6. Assumption of Rights to Civil Remedy — Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c).

21. **Employee Retention.** City of Springfield, owner and operator of Springfield-Branson National Airport, as a small, medium or large hub airport, agrees to continue to employ, through February 15, 2021 at least 90 percent of the number of individuals employed (after making adjustments for retirements or voluntary employee separations) by the airport as of March 27, 2020, unless this provision is specifically waived by the Secretary at the airport Sponsor's written request. The CRRSA Act extends reporting requirements through February 15, 2021. On or before March 1, 2021, the Sponsor will report to the FAA the number of employees as of February 15, 2021.
22. **Limitations.** Nothing provided herein shall be construed to limit, cancel, annul, or modify the terms of any Federal grant agreement(s), including all terms and assurances related thereto, that have been entered into by the Sponsor and the FAA prior to the date of this ACRGP Grant Agreement.
23. **Face Coverings Policy.** The sponsor agrees to implement a face-covering (mask) policy to combat the spread of pathogens. This policy must include a requirement that all persons wear a mask, in accordance with Centers for Disease Control (CDC) and Transportation Security Administration (TSA) requirements, as applicable, at all times while in all public areas of the airport property, except to the extent exempted under those requirements. This special condition requires the airport sponsor continue to require masks until Executive Order 13998, Promoting COVID-19 Safety in Domestic and International Travel, is no longer effective.

SPECIAL CONDITIONS FOR USE OF ACRGP FUNDS

CONDITIONS FOR ROLLING STOCK/EQUIPMENT -

1. **Equipment or Vehicle Replacement.** The Sponsor agrees that when using funds provided by this grant to replace equipment, the proceeds from the trade-in or sale of such replaced equipment shall be classified and used as airport revenue.
2. **Equipment Acquisition.** The Sponsor agrees that for any equipment acquired with funds provided by this grant, such equipment shall be used solely for purposes directly related to the airport.
3. **Low Emission Systems.** The Sponsor agrees that vehicles and equipment acquired with funds provided in this grant:
 - a. Will be maintained and used at the airport for which they were purchased; and
 - b. Will not be transferred, relocated, or used at another airport without the advance consent of the FAA.

The Sponsor further agrees that it will maintain annual records on individual vehicles and equipment, project expenditures, cost effectiveness, and emission reductions.

CONDITIONS FOR UTILITIES AND LAND -

4. **Utilities Proration.** For purposes of computing the United States' share of the allowable airport operations and maintenance costs, the allowable cost of utilities incurred by the Sponsor to operate and maintain airport(s) included in the Grant must not exceed the percent attributable to the capital or operating costs of the airport.
5. **Utility Relocation in Grant.** The Sponsor understands and agrees that:
 - a. The United States will not participate in the cost of any utility relocation unless and until the Sponsor has submitted evidence satisfactory to the FAA that the Sponsor is legally responsible for payment of such costs;

- b. FAA participation is limited to those utilities located on-airport or off-airport only where the Sponsor has an easement for the utility; and
 - c. The utilities must serve a purpose directly related to the Airport.
6. **Land Acquisition.** Where funds provided for by this grant are used to acquire land, the Sponsor shall record the grant agreement, including the grant assurances and any and all related requirements, encumbrances, and restrictions that shall apply to such land, in the public land records of the jurisdiction in which the land is located.

The Sponsor's acceptance of this Offer and ratification and adoption of the ACRGP Grant Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor. The Offer and Acceptance shall comprise an ACRGP Grant Agreement, as provided by the CRRSA Act, constituting the contractual obligations and rights of the United States and the Sponsor with respect to this Grant. The effective date of this ACRGP Grant Agreement is the date of the Sponsor's acceptance of this Offer.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

Dated March 10, 2021

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**

Jim A. Johnson

(Signature)

Jim A. Johnson

(Typed Name)

Director, Central Region Airports Division

(Title of FAA Official)

Part II - Acceptance

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the ACRGP Grant Application and incorporated materials referred to in the foregoing Offer under Part I of this ACRGP Grant Agreement, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the ACRGP Grant Application and all applicable terms and conditions provided for in the CRRSA Act and other applicable provisions of Federal law.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct. ¹

Dated

City of Springfield

(Name of Sponsor)

(Signature of Sponsor's Designative Official/Representative)

By:

(Type Name of Sponsor's Designative Official/Representative)

Title:

(Title of Sponsor's Designative Official/Representative)

¹ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR'S ATTORNEY

I, _____, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Missouri. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the CRRSA Act. The Sponsor understands funding made available under this Grant Agreement may only be used to reimburse for airport operational and maintenance expenses, and debt service payments. The Sponsor further understands it may submit a separate request to use funds for new airport/project development purposes, subject to additional terms, conditions, and assurances. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

Dated at _____

By: _____

(Signature of Sponsor's Attorney)

AIRPORT CORONAVIRUS RELIEF GRANT PROGRAM (ACRGP) ASSURANCES

AIRPORT SPONSORS

A. General.

1. These Airport Coronavirus Relief Grant Program (ACRGP) Assurances are required to be submitted as part of the application by sponsors requesting funds under the provisions of the Coronavirus Response and Relief Supplemental Appropriations Act of 2020 (CRRSA Act or "the Act"), Public Law 116-260. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
2. Upon acceptance of this ACRGP Grant offer by the sponsor, these assurances are incorporated into and become part of this ACRGP Grant Agreement.

B. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this ACRGP Grant that:

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this ACRGP Grant including but not limited to the following:

FEDERAL LEGISLATION

- a. 49 U.S.C. Chapter 471, as applicable
- b. Davis-Bacon Act — 40 U.S.C. 276(a), et. seq.
- c. Federal Fair Labor Standards Act — 29 U.S.C. 201, et. seq.
- d. Hatch Act — 5 U.S.C. 1501, et. seq. ²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et. seq.
- f. National Historic Preservation Act of 1966 — Section 106 — 16 U.S.C. 470(f).
- g. Archeological and Historic Preservation Act of 1974 — 16 U.S.C. 469 through 469c.
- h. Native Americans Grave Repatriation Act — 25 U.S.C. Section 3001, et. seq.
- i. Clean Air Act, P.L. 90-148, as amended.
- j. Coastal Zone Management Act, P.L. 93-205, as amended.
- k. Flood Disaster Protection Act of 1973 — Section 102(a) — 42 U.S.C. 4012a.
- l. Title 49, U.S.C., Section 303, (formerly known as Section 4(f)).
- m. Rehabilitation Act of 1973 — 29 U.S.C. 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin).
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).

- p. Age Discrimination Act of 1975 — 42 U.S.C. 6101, et. seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968 — 42 U.S.C. 4151, et. seq.
- s. Power plant and Industrial Fuel Use Act of 1978 — Section 403- 2 U.S.C. 8373.
- t. Contract Work Hours and Safety Standards Act — 40 U.S.C. 327, et. seq.
- u. Copeland Anti-kickback Act — 18 U.S.C. 874.1.
- v. National Environmental Policy Act of 1969 — 42 U.S.C. 4321, et. seq.
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- x. Single Audit Act of 1984 — 31 U.S.C. 7501, et. seq. ²
- y. Drug-Free Workplace Act of 1988 — 41 U.S.C. 702 through 706.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

EXECUTIVE ORDERS

- a. Executive Order 11246 – Equal Employment Opportunity
- b. Executive Order 11990 – Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management
- d. Executive Order 12372 – Intergovernmental Review of Federal Programs
- e. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction
- f. Executive Order 12898 – Environmental Justice
- g. Executive Order 14005 – Ensuring the Future Is Made in All of America by All of America's Workers.

FEDERAL REGULATIONS

- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. ^{3, 4}
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.
- d. 28 CFR Part 35 – Discrimination on the Basis of Disability in State and Local Government Services.
- e. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- f. 29 CFR Part 1 – Procedures for predetermination of wage rates. ¹
- g. 29 CFR Part 3 – Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States. ¹

- h. 29 CFR Part 5 – Labor standards provisions applicable to contracts covering Federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).¹
- i. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally assisted contracting requirements).¹
- j. 49 CFR Part 20 – New restrictions on lobbying.
- k. 49 CFR Part 21 – Nondiscrimination in Federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
- l. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.
- m. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Program.
- n. 49 CFR Part 27 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.¹
- o. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
- p. 49 CFR Part 30 – Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- q. 49 CFR Part 32 – Government-wide Requirements for Drug-Free Workplace (Financial Assistance).
- r. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- s. 49 CFR Part 41 – Seismic safety of Federal and Federally assisted or regulated new building construction.

FOOTNOTES TO ASSURANCE ACRGP ASSURANCE B.1.

- ¹ These laws do not apply to airport planning sponsors.
- ² These laws do not apply to private sponsors.
- ³ Cost principles established in 2 CFR Part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses
- ⁴ Audit requirements established in 2 CFR Part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations, or circulars are incorporated by reference in this Grant Agreement.

1. Purpose Directly Related to the Airport

It certifies that the reimbursement sought is for a purpose directly related to the airport.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this Grant, and to finance and carry out the proposed grant; that an official decision has been made by the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing

and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. **Private Sponsor:**

It has legal authority to apply for this Grant and to finance and carry out the proposed Grant and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Good Title.

It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

4. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish, or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with this Grant Agreement.
- c. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations, and the terms and conditions of this Grant Agreement.

5. Consistency with Local Plans.

Any project undertaken by this Grant Agreement is reasonably consistent with plans (existing at the time of submission of the ACGRP application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

6. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where any project undertaken by this Grant Agreement may be located.

7. Consultation with Users.

In making a decision to undertake any airport development project undertaken by this Grant Agreement, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

8. Pavement Preventative Maintenance.

With respect to a project undertaken by this Grant Agreement for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed, or repaired with Federal financial assistance at the airport, including ACRGP funds provided under this Grant Agreement. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

9. Accounting System, Audit, and Record Keeping Requirements.

- a. It shall keep all Grant accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the Grant in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the Grant supplied by other sources, and such other financial records pertinent to the Grant. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a Grant or relating to the Grant in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

10. Minimum Wage Rates.

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this grant agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

11. Veteran's Preference.

It shall include in all contracts for work on any project funded under this grant agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Section 47112 of Title 49, United States Code. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

12. Operation and Maintenance.

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state and local agencies for maintenance and

operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for-

1. Operating the airport's aeronautical facilities whenever required;
2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
3. Promptly notifying airmen of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.

- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

13. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

14. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft.

15. Exclusive Rights.

The sponsor shall not grant an exclusive right to use an air navigation facility on which this Grant has been expended. However, providing services at an airport by only one fixed-based operator is not an exclusive right if—

- a. it is unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide the services; and
- b. allowing more than one fixed-based operator to provide the services requires a reduction in space leased under an agreement existing on September 3, 1982, between the operator and the airport.

16. Airport Revenues.

- a. This Grant shall be available for any purpose for which airport revenues may lawfully be used to prevent, prepare for, and respond to coronavirus. Funds provided under this ACRGP Grant Agreement will only be expended for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport(s) subject to this agreement and all applicable addendums for costs related to

operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments as prescribed in the Act

- b. For airport development, 49 U.S.C. § 47133 applies.

17. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 - 1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
 - 2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

18. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or rights in buildings of the sponsor as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

19. Airport Layout Plan.

- a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan of the airport showing:
 - 1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
 - 2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
 - 3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
 - 4. all proposed and existing access points used to taxi aircraft across the airport's property boundary. Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan

as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

- b. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, if a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

20. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any activity conducted with, or benefiting from, funds received from this Grant.

- a. Using the definitions of activity, facility, and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR Part 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.
- b. Applicability
 - 1. Programs and Activities. If the sponsor has received a grant (or other Federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities
 - 2. Facilities. Where it receives a grant or other Federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
 - 3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of, real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

- c. Duration

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

- 1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
- 2. So long as the sponsor retains ownership or possession of the property.

- d. Required Solicitation Language

It will include the following notification in all solicitations for bids, Requests for Proposals for work, or material under this Grant and in all proposals for agreements, including airport concessions, regardless of funding source:

"The City of Springfield, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."

e. **Required Contract Provisions.**

1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT Acts and regulations.
2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
 - A. For the subsequent transfer of real property acquired or improved under the applicable activity, grant, or program; and
 - B. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, grant, or program.
 - C. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
 - D. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

21. Foreign Market Restrictions.

It will not allow funds provided under this Grant to be used to fund any activity that uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

22. Policies, Standards and Specifications.

It will carry out any project funded under an Airport Coronavirus Relief Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, the advisory circulars listed in the Current FAA Advisory Circulars for AIP projects, dated February 25, 2021, and included in this grant, and in accordance with applicable state policies, standards, and specifications approved by the Secretary.

23. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

24. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1936 (31 U.S.C. 3801).

25. Acquisition Thresholds.

The FAA deems equipment to mean tangible personal property having a useful life greater than one year and a per-unit acquisition cost equal to or greater than \$5,000. Procurements by micro-purchase means the acquisition of goods or services for which the aggregate dollar amount does not exceed \$10,000, unless authorized in accordance with 2 CFR § 200.320. Procurement by small purchase procedures means those relatively simple and informal procurement methods for securing goods or services that do not exceed the \$250,000 threshold for simplified acquisitions.

CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Exhibit B

Budget Adjustment
063

Revenues:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
51010	01	46010	416010	102853		\$ 3,736,194	FAA Grant Revenue - CRRSA
51010	01	46010	416010	102853		125,327	FAA Grant Revenue - CRRSA
Net Revenue Adjustment						\$ 3,861,521	

Expenditures:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
51010	01	46010	500100	102853		\$ 3,736,194	Airport salaries
51010	01	46010	501260	102853		125,327	Airport operating supplies
Net Expenditure Adjustment						\$ 3,861,521	

Fund Balance Appropriation:

Fund	Title	Amount

Explanation: To amend the FY2020-21 budget by appropriating Federal Aviation Administration grant funds for allowable operating expenses. The airport is using the CRRSA funding to pay for airport salaries and applicable operating expenses.

Requested By:

Brian C. White 3/16/21
Department Head Date

Approved By:

DL Holt 3/16/21
Director of Finance Date

Authorization:

Council Bill No. 2021-068
Ordinance No. _____
1st Reading _____
2nd Reading _____
Journal Imp No. _____

City Manager Date

One-rdg. _____
P. Hmgs. _____
Pgs. 25
Filed 03-16-21

Sponsored by Ferguson

First Reading _____

Second Reading _____

COUNCIL BILL 2021- 069

SPECIAL ORDINANCE _____

AN ORDINANCE

1 AUTHORIZING the City Manager, or his designee, to enter into a contract for the
2 purchase of land located at 404 North Jefferson Avenue, for the
3 purpose of continuing the Jordan Valley Concept Plan for daylighting
4 Jordan Creek; to execute all necessary documents in support
5 thereof; and amending the budget for the Department of Public
6 Works for Fiscal Year 2020-2021 in the amount of \$1,465,000.
7 (Planning and Zoning Commission approved this Request to Acquire,
8 and staff recommends approval).

9
10
11 WHEREAS, the City has identified the daylighting of Jordan Creek as promoting
12 Council priorities of Economic Vitality, Quality of Place, Public Safety, and Fiscal
13 Sustainability and Accountability; and

14
15 WHEREAS, the acquisition of 404 North Jeffereson Avenue is essential for
16 fulfilling this vision based on its location in the Jordan Valley and will connect both
17 existing and future development projects; and

18
19 WHEREAS, funding for this project is from the 1/4-cent Capital Improvement
20 Sales Tax; and

21
22 WHEREAS, the Planning and Zoning Commission reviewed this matter and
23 approved the Request to Acquire Number 535 on March 11, 2021.

24
25 NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF
26 SPRINGFIELD, MISSOURI, as follows, that:

27
28 Section 1 – The City Manager, or his designee, is hereby authorized to enter into
29 a contract, in substantial conformity to “Exhibit A,” which is attached hereto and
30 incorporated herein by this reference, to purchase the property located at 404 North
31 Jefferson Avenue for the continuing purpose of daylighting Jordan Creek as part of the
32 Jordan Valley Concept Plan, and to do all things necessary to carry out the terms of the
33 contract, provided the form of the contract is approved by the City Attorney.

34
35 Section 2 – City Council hereby authorizes the amendment of the budget of the
36 Department of Public Works for Fiscal Year 2020-2021 in the accounts and in the
37 amounts shown on Budget Adjustment No. 050, said Budget Adjustment to be in the
38 form of “Exhibit B,” which is attached hereto and incorporated herein by this reference.
39

40 Section 3 – This Ordinance shall be in full force and effect from and after
41 passage.
42
43

44 Passed at meeting: _____
45

46 _____
47 Mayor
48

49 Attest: _____, City Clerk
50

51 Filed as Ordinance: _____
52

53
54 Approved as to form: , Assistant City Attorney
55

56
57 Approved for Council action: , City Manager

EXPLANATION TO COUNCIL BILL 2021-069

FILED: 03-16-21

ORIGINATING DEPARTMENT: Public Works

PURPOSE: Approving the acquisition of real property at 404 North Jefferson Avenue and amending the budget of Fiscal Year 2020-2021 for the Department of Public Works in the amount of \$1,465,000 to appropriate fund balance reserves of the 1/4-Cent Capital Improvement Sales Tax to purchase said property ("Exhibit A", "Exhibit 1", "Exhibit 2").

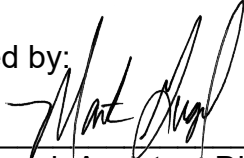
BACKGROUND INFORMATION: This property is essential for fulfilling the community's vision as part of the Jordan Valley Concept Plan for daylighting Jordan Creek and restoring it to a naturalized meandering stream with adjacent open space, wetlands, and a greenway trail. The future project through this property will expand on the current Renew Jordan Creek Phase I project between Main Avenue and Boonville Avenue to reduce flooding through downtown, improve water quality and habitat in Jordan Creek, enhance redevelopment, and continue City Council's priority to make Springfield a desirable, competitive, and economically vibrant place to live.

City staff is coordinating with the Missouri Department of Natural Resources ("MDNR") to determine if the State Revolving Fund ("SRF") program could be used to bond these future improvements. The intent would be to include the acquisition costs for this property in the bond and reimburse the fund balance reserves of the 1/4-Cent Capital Improvement Sales Tax. An estimated \$15,000, of the \$1,465,000, will be used for the appraisal, closing, and other administrative costs.

Supports the following City Council Priorities:

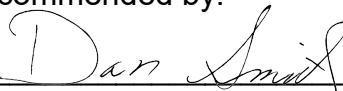
- Economic Vitality
- Quality of Place
- Public Safety
- Fiscal Sustainability and Accountability

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

Submitted by: 

Martin Gugel, Assistant Director of Public Works

Recommended by:


Dan Smith, Director of Public Works

Approved by:

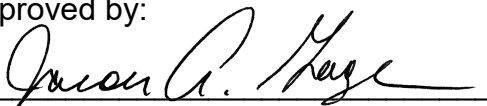

Jason Gage, City Manager

EXHIBIT A

ROUTING ORDER	(1) ORIGINATING DEPARTMENT	(2) SELLER	(3) FINANCE DEPARTMENT
	(4) LAW DEPARTMENT	(5) CITY MANAGER'S OFC.	(6) CITY CLERK'S OFFICE
EFFECTIVE DATE	CLOSING DATE	CONTRACT NUMBER:	
CITY		SELLER	
CITY OF SPRINGFIELD 840 BOONVILLE, PO Box 8368 SPRINGFIELD, MO 65802 PHONE (417) 864-2057 FAX (417) 864-1907 E-MAIL: PBLEES@SPRINGFIELDMO.GOV ATTN: PAUL BLEES DEPT: PUBLIC WORKS		Name(s): STORE Master Funding XV, LLC	
		Address: 8377 E. Hartford Drive, Suite 100 Scottsdale, AZ 85255	
		Phone: (480) 256-1100	Fax:
		Attention: Angela DeBellis	
		SSN/Federal Tax ID Number: 82-1009570	

CONTRACT FOR PURCHASE OF REAL ESTATE

1. **PARTIES.** This Contract is made by and between the parties identified above, and effective as of the date and time of final acceptance, hereinafter referred to as Effective Date.
2. **PURPOSE.** The City is engaged in carrying out a public works improvement project known as: **Renew Jordan Creek Phase 2**, hereinafter referred to as "Project," in an area located in the City; and
3. **PROPERTY.** The City has offered to buy and the Seller is willing to sell by special warranty deed the real property commonly known as **404 N. Jefferson Avenue** located in Springfield, Greene County, State of Missouri, more particularly described as follows: (See Exhibit 1), together with all attached improvements located on the property, all of which is the "Property" in this Contract.
4. **PURCHASE.** The City agrees to buy and the Seller agrees to sell the Property upon the terms and conditions as follows:
 - a. **Price.** The City agrees to pay the amount of **One Million Four Hundred Fifty Thousand and no/100 Dollars (\$1,450,000.00)** for the Property, payable by cash, certified check, or electronic transfer in immediately available funds.
 - b. **City's Contingencies.** This agreement is subject to the following contingencies, and City may elect to declare this agreement null and void prior to the closing without obligation or liability to Seller if:
 - (1) An environmental assessment of the property performed by or on behalf of the City discloses that hazardous substances may have been released on the property, or that the property is otherwise contaminated or environmentally impaired. Satisfied.
 - (2) A survey or inspection of the property discloses encroachments, violations of subdivision or other restrictions, boundary line disputes, or rights or claims of third parties in possession, on any portion of the premises, which are unacceptable to City. Satisfied.
 - (3) The request to acquire this property is denied by the Planning and Zoning Commission of the City of Springfield. At the time of the execution of this contract, this property acquisition has not been approved by the Planning and Zoning Commission.
 - (4) City Council does not approve the purchase of the property.
 - (5) The Title Policy contains exceptions unacceptable to City.
 - (6) The City does not have appropriated unencumbered funds necessary to purchase the property.
 - (7) The real estate appraisal is less than the listing price of \$1,450,000. Satisfied.
 - (8) Other Contingencies: None

c. Seller's Contingencies. Seller shall not be obligated to close the Transaction until the fulfillment (or written waiver by Seller) of all of the following conditions:

(1) City shall have delivered to the Title Company the Purchase Price, as adjusted pursuant to the requirements of this Agreement;

(2) City shall have delivered to the Title Company an executed closing settlement statement reflecting the credits, prorations, and adjustments contemplated by or specifically provided for in this Agreement; and

(3) Seller shall have obtained from Tenant a fully executed (i) Lease Termination and (ii) A&R Lease.

(4) City shall have delivered to the Title Company such further documents as may reasonably be required in order to fully and legally close this Transaction

5. SELLER'S REPRESENTATIONS. Sellers represents to City that: (a) except as may be set forth in any document recorded against the Property, Seller has not granted any option or right of first refusal to any party to acquire Seller's ownership interest in the Property; (b) To Seller's knowledge, there are no actions or proceedings pending against or involving Seller before any Governmental Authority which in any way adversely affect or may adversely affect Seller or Seller's ability to perform under this Agreement and the other Transaction Documents. To Seller's actual knowledge, without any duty of investigation or inquiry, there are no actions or proceedings pending before any Governmental Authority with respect to the Property; and (c) That these representations will continue to be true at the closing, unless Seller has given City notice to the contrary in writing prior thereto.

As additional consideration to pass to the City, and as an inducement to the City of Springfield to purchase the real estate herein in its AS IS and WHERE LOCATED CONDITION, effective upon the closing of the sale transaction, the Seller(s) waive(s), release(s), and discharge(s) the City of Springfield, Missouri, its officials, agents and employees, from any and all demands, suits or claims of liability, whether now known or unknown, for personal or bodily injuries, or for property damage, including any damages or costs incidental thereto, or for any invasion or any taking of any property rights, or for the creation of any nuisance, or for any relocation assistance or any other governmental benefits, arising out of, or related in any way whatsoever to any surface or groundwater flooding of the premises, or any portion thereof, or storm water or sanitary sewer line back-ups or similar incidents occurring at any time whatsoever upon, over, under or adjacent to the property to be conveyed herein, the payment being received by Seller(s) from the City under this agreement being in full and complete satisfaction of such claims and for the real estate conveyed. Nothing contained herein shall be construed as constituting any admission of liability by the City of Springfield, Missouri, its officials, agents or employees, with respect to any such occurrences.

6. ADDITIONAL TERMS AND CONDITIONS.

a. Each of the parties represents and warrants to the other that neither party has dealt with, negotiated through or communicated with any broker in connection with this Transaction, except for Ross H. Murray, SIOR, on behalf of Seller. Upon Closing, Seller shall pay a commission pursuant to a separate agreement. The parties' respective obligations under this Section shall survive Closing or termination of this Agreement.

The following Exhibits 1, 2, and 3 as referenced in this Contract, are attached and incorporated herein at the time of acceptance:

Exhibit 1 – Legal Description

Exhibit 2 – Title Commitment – 2020-3001089

Exhibit 3 – Greene County Assessor's Parcel Map – 88-13-13-319-013

7. CLOSING AND POSSESSION.

a. The Closing is the delivery of the Seller's special warranty deed (unless another type of deed is mutually agreed to in writing by the parties) for the purchase price paid by the City after all contingencies have been met and all documents have been signed; and shall take place on or before the **May 21, 2021**, (the Closing Date), unless otherwise agreed to in writing. Closing shall be completed via escrow through the Title Company (defined below).

b. The City shall take possession of the Property at the time of closing, at which time the keys to a clean, vacant property will be delivered to the City. All storage containers, materials, debris, etc. shall be removed from the property prior to closing.

c. Seller(s) acknowledge(s) that sales proceeds shall be disbursed by the Title Company (defined below) simultaneously with the Closing.

8. CLOSING PROCEDURES. Necessary title information shall be ordered by the City within ten (10) days of the Effective Date at the sole cost and expense of the City. The City shall obtain a commitment to insure title in the amount of the purchase price from the following closing company, which is authorized to insure titles in the State of Missouri: **Burcham's Meridian Title Company, 4121 S. Fremont Avenue, Suite 152, Springfield, Missouri 65804 (the "Title Company")**

The commitment shall show merchantable title in Seller in accordance with the Title Examination Standards of the Missouri Bar, subject to encumbrances as provided herein, standard residential subdivision restrictions, covenants, declarations, setback lines, and easements and zoning laws of record as of the Effective Date. The City may, at City's expense, obtain a survey (and shall obtain a survey if required by Title Company). The City shall pay the premium for the title policy. The City may, at City's expense, have the title commitment examined, and if applicable, the City shall provide to Seller in writing any valid objections to title and survey prior to the Closing Date, and Seller, at its sole option, may make commercially reasonable efforts to correct the valid objections within **thirty (30) days** of receipt of request to cure, unless otherwise agreed to in writing. Seller shall have no obligation to cure any title objections provided that if not corrected, the City may waive the objections and close, or elect to terminate the Contract. At closing, Seller shall deliver the special warranty deed, along with all other documents and funds reasonably necessary to complete the Closing, and the City shall deliver cash or certified funds sufficient to satisfy the City's payment obligations and all other documents necessary to complete the Closing. Except as otherwise expressly provided in this Agreement, City shall pay for all costs associated with its diligence activities, including without limitation, the updates (if any) of the Survey and Environmental Report, all transfer or excise taxes, the procurement of any financing (including, without limitation, any mortgage taxes and recording fees related to any mortgages and/or deeds of trust), the premium and all endorsements related to the Title Policy, any search and exam fees related to the Title Policy, recording fees related to the Transaction Documents and any escrow costs. Each party shall pay its own legal and other professional fees. The provisions of this Section shall survive Closing or termination of this Agreement.

9. PRORATION.

- a. There shall be no proration of Insurance, interest, rentals, and association dues.
- b. If there is no closing company involved, the amount due shall be paid by the City out of the Seller's proceeds.
- c. Ad valorem (real estate) taxes are not being collected nor paid to the Greene County Collector's Office in conjunction with this transaction per RSMo 137.100.

10. PROPERTY INSPECTION. The City hereby acknowledges and agrees that as of the date of this Agreement, it has satisfactorily completed all inspections related to the Property.

In connection with any of City's Inspections, (a) City shall promptly repair any damage caused by City's Inspections, (b) fully comply with all laws, ordinances, policies, rules and regulations in connection with such Inspections, and (c) Seller or any representative of Seller shall have the right to be present during any Inspection. City's obligations under this Section shall survive Closing or termination of this Agreement

11. VERIFICATION OF CONDITION. The City shall have the right to make a final inspection of the Property prior to closing, as a contingency of the sale, or solely to confirm that:

- a. Seller has complied with Seller's obligations; and
- b. The property is otherwise in substantially the same condition, subject to normal wear and tear, as on the date of this Agreement, unless otherwise agreed in writing.

12. Condition of Property. Seller and City understand and agree that City's purchase of the Property and other rights to be conveyed, sold, transferred and/or assigned pursuant to this Agreement shall be on an "AS IS" "WHERE IS" physical basis, "WITH ALL FAULTS," without representation or warranty, express or implied, with regard to physical condition, including without limitation, any latent or patent defects, conditions of soils or groundwater, existence or nonexistence of hazardous materials, quality of construction, workmanship, merchantability or fitness for any particular purpose as to the physical measurements or useable space thereof. City hereby acknowledges that City has inspected the Property, and any related financial information to City's satisfaction and that Seller does not plan to conduct its own inspection and shall not be liable for any latent or patent defects in the Property. City affirmatively represents that it has performed to City's satisfaction, a thorough and independent analysis of the Property. City acknowledges that neither Seller nor any representative or agent of Seller has made any representation or warranty as to any of the following: (a) the physical or environmental condition (including surface and subsurface conditions), state of repair, income, expenses, operations of the Property and surrounding property; (b) the assignability, assumability, transferability or validity of any licenses, permits, government approvals, warranties or guaranties relating to the Property or the use and operation thereof; (c) the accuracy or completeness of any information provided by Seller with respect to the Property; (d) compliance or noncompliance with local, state or federal statutes, ordinances, orders or regulations concerning the Property or the use thereof; (e) prior or current operations conducted on the Property; (f) the operation of the business conducted at the Property; (g) ownership or possession of any personal property, appliances, furniture and equipment located on or used in connection with the Property; or (h) any matter or thing affecting or relating to the Property or this Agreement not expressly stated in this Section 1.05. City has not been induced by and has not relied upon any statement, representation or agreement, whether express or implied, not specifically set forth in this Agreement. Seller shall not be liable or bound in any manner by any oral or written statement, representation, warranty, agreement or information pertaining to the Property or this Agreement, made by any agent, employee, tenant or any other Person

13. REMEDIES UPON DEFAULT.

- a. **In General.** Seller or City shall be in default under this Contract if either fails to comply with any material provision within the time limits required by the contract. If either party defaults, the party claiming a default shall notify the other party in writing of the nature of the default and may, as set forth in said notice, either terminate this Contract or extend the time for performance by providing the defaulting party a deadline for curing the default, provided that if the default is the inability of the City to close the purchase because of its lack of appropriated and unencumbered funds, the City may at its option by written notice extend the closing date for a period of not more than sixty (60) days. If this Contract shall not be closed for the fault of Seller, then City may elect to either pursue an

action for specific performance of the Agreement, or terminate this Agreement by giving written notice to Seller and neither party shall have any further obligation or liability, except for the obligations and provisions which are expressly stated to survive termination of this Agreement. If this Contract shall not be closed for the fault of the City, then Seller may elect to terminate this Agreement by giving written notice to City and neither party shall have any further obligation or liability, except for the obligations and provisions which are expressly stated to survive termination of this Agreement.

b. **Loss Prior to Conveyance.** In the event the property is destroyed or partially destroyed by calamity including but not limited to fire, the City may elect at or prior to Closing, to (i) terminate this Agreement, in which event neither City nor Seller shall have any further duties or obligations under this Agreement, except as otherwise provided herein; or (ii) consummate Closing, in which event all of Seller's right, title and interest in and to the proceeds of any insurance covering such damage (less an amount equal to any expense and costs incurred by Seller to repair or restore the Property and any portion paid or to be paid on account of the loss of rents or other income from the Property for the period prior to the Closing Date, all of which shall be payable to Seller), shall be assigned to City at Closing..

14. **CONFLICTS OF INTEREST.** No salaried officer or employee of the City of Springfield, Missouri, and no member of any Board or the City Council of the City shall have a financial interest, direct or indirect, in this contract. A violation of this provision renders the contract void. Any federal regulations and applicable provisions in RSMo Section 105.450 et seq. shall not be violated.

15. **PROVISIONS NOT MERGED WITH DEED.** No provision of this Contract is intended to or shall be merged by reason of any deed transferring title to the Property from the Seller to the City, or any successor in interest, and any such deed shall not be deemed to affect or impair the provisions and covenants of this Contract.

16. **NOTICE.** All notices required or permitted hereinunder and required to be in writing may be given by FAX or by first class mail addressed to City and Seller by one of three different means: Facsimile Transmission (FAX) if both parties have a FAX number; U.S. Postal Service Mails; or by hand delivering a copy of the same to the receiving party; or may give notice by any combination of the above methods.

a. The date of notice shall be:

(1) The date upon which notice is hand delivered to the receiving party;

(2) The date of delivery of notice by FAX transmission which shall be deemed to be the date transmission occurs, except where the transmission is not completed by 5:00 p.m. on a regular business day at the terminal of the receiving party, in which case the date of delivery shall be deemed to fall on the next regular business day for the receiving party;

(3) The third day following mailing of the notice, whichever first occurs.

b. It shall be sufficient if notices to the City are addressed to **City Attorney, City of Springfield, 840 Boonville Ave., P.O. Box 8368, Springfield, Missouri 65801.**

c. It shall be sufficient if notices sent to the Seller are addressed to:

Seller: Store Master Funding XV, LLC
8377 E. Hartford Drive, Suite 100
Scottsdale, AZ 85255
Attention: Ms. Angela DeBeillis
Telephone: (480) 256-1100
Email: adebellis@storecapital.com

With a copy to: Kutak Rock LLP
1801 California Street, Suite 3000
Denver, CO 80202
Attention: Lauren E. Hirt, Esq.
Telephone: (303) 297-2400
Email: lauren.hirt@kutakrock.com

17. **Force Majeure.** In the event that a strike, lockout, Act of God, enemy action, war, national emergency, riot, fire, pandemic or other similar exigency which is unforeseeable, not brought about by the lack of diligence of a party, and beyond the reasonable control of a party, which results in the Deed being unable to be recorded by the Title Company in the real property records where the Property is located without additional indemnifications, assurances or gap coverages from the Seller, the Closing shall be delayed in Seller's discretion until such time as the Title Company may duly record the Deed.

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

19. **SEVERABILITY.** In the event that any one or more of the phrases, sentences, clauses, paragraphs or sections contained in this Contract shall be declared invalid by the final and unappealed order, decree or judgment of any court, the City may, at its sole option, set this Contract aside.

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

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

(The remainder of this page intentionally left blank.)

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year herein stated.

CITY OF SPRINGFIELD, MISSOURI

By: 
City Manager or his/her designee

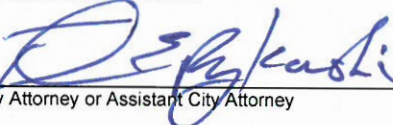
Date: 2/5/21

CERTIFICATE OF DIRECTOR OF FINANCE

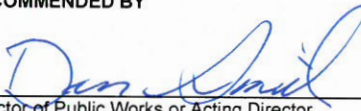
I certify that the expenditure contemplated by this document is within the purpose of the appropriation to which it is to be charged and that there is an unencumbered balance of appropriated and available funds to pay therefor.


Director of Finance or Acting Director

APPROVED AS TO FORM


City Attorney or Assistant City Attorney

RECOMMENDED BY


Director of Public Works or Acting Director

mg 2/5/21

By signing this contract, Seller(s) certifies that he/she is not presently employed by the City of Springfield or City Utilities of Springfield.

THIS AGREEMENT CONTAINS A RELEASE OF CLAIMS. SELLER(S) ACKNOWLEDGE(S) THAT HE/SHE/THEY HAVE READ AND FULLY UNDERSTAND THE RELEASE AND ARE IN AGREEMENT WITH ITS TERMS.

SELLER: STORE Master Funding XV, LLC, a Delaware limited liability company

Signature:



Date:

2/9/21

Signature:

Date:

EXHIBIT 1

LEGAL DESCRIPTION

Commencing at the Southeast corner of Jefferson Avenue and Phelps Street in the City of Springfield, Missouri; thence Southeasterly along the East line of Jefferson Avenue, a distance of 62.3 feet to a point 8.5 feet South of the centerline of Team Track No. (2) for a point of beginning; thence Northeasterly and running 8.5 feet parallel to the centerline of said Team Track No. (2), a distance of 542.95 feet to the East line of Benton Avenue, as per recorded plat of Harwood, Lisenby and Boyd's Addition to the City of Springfield, Missouri; said point being 33.5 feet South of the South line of Phelps Street; thence South and along the East line of said Benton Avenue, a distance of 106.2 feet; thence Southeasterly and making an angle of 20°10' to the left from the last described course, a distance of 141.15 feet to a point 10 feet Northerly of the centerline of the passenger connection tract of the Old St. Louis-San Francisco Railway Company (now the Burlington Northern Railroad Company); thence Southwesterly and running 10 feet parallel to the centerline of said passenger connection track, a distance of 292.35 feet to a point of intersection with said railroad right-of-way line of the main track and also being the North line of Mill Street; thence Westerly along said railroad right-of-way and said North line of Mill Street, a distance of 299.45 feet to a point 23 feet East of the East line of Jefferson Avenue; thence Northeasterly and parallel to said Jefferson Avenue, a distance of 14 feet; thence West and parallel to the North line of Mill Street, a distance of 23 feet to the East line of Jefferson Avenue; thence Northeasterly along the East line of Jefferson Avenue, a distance of 257.25 feet to the point of beginning, being a part of the SE 1/4 of the SW 1/4 of Section 13, Township 29 North, Range 22 West in the City of Springfield, Green County, Missouri and being a part of Block "A" and vacated streets therein, Harwood, Lisenby and Boyd's Addition to the City of Springfield, Greene County, Missouri, EXCEPT the coal, oil, gas, casinghead gas and all ores and minerals of every kind and nature underlying the surface of said land and all rights and easements in favor of the estate of said coal, oil, casinghead gas and all ores and minerals of every kind and nature.

As surveyed description:

COMMENCING AT THE SOUTHEAST CORNER OF JEFFERSON AVENUE AND PHELPS STREET IN THE CITY OF SPRINGFIELD, MISSOURI; THENCE S 05°45'22" W 62.30' TO A POINT OF BEGINNING; THENCE S 89°07'44" E 224.05' TO A POINT, THENCE N 89°45'44" E 90.17' TO A POINT, THENCE N 87°02'59" E 52.45' TO A FOUND 5/8" REBAR, THENCE ALONG A CURVE TO THE LEFT WITH A RADIUS OF 1005.60', A

DELTA ANGLE OF 10°07'20", AND A ARCH LENGTH OF 177.65' TO A SET 1/2" PIN; THENCE S 02°28'09" W 106.20' ALONG THE EAST LINE OF SAID BENTON AVENUE TO A SET 1/2" PIN ; THENCE S 17°45'21" E 141.15' TO A SET 1/2" PIN; THENCE ALONG A NON-TANGENT CURVE TO THE RIGHT, WITH A RADIUS OF 976.37', A DELTA ANGLE OF 17°09'21", AND A ARCH LENGTH OF 292.35' TO A FOUND 5/8" REBAR; THENCE N 89°14'40" W 299.27' TO A FOUND CHISELED X IN THE CONCRETE; THENCE N 05°45'22" E 14.00' TO A FOUND CHISELED X IN THE CONCRETE; THENCE N 89°12'04" W 22.79' TO A SET 1/2" REBAR; THENCE N 05°45'22" E 255.88' TO A FOUND 1/2" REBAR AND BEING THE POINT OF BEGINNING, BEING 3.44 ACRES, MORE OR LESS, SAID LAND BEING A PART OF BLOCK "A" AND VACATED STREETS THEREIN, HARWOOD, LISENBY AND BOYD'S ADDITION TO THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI, EXCEPT THE COAL, OIL, CASINGHEAD GAS AND ALL ORES AND MINERALS OF EVERY KIND AND NATURE UNDERLYING THE SURFACE OF SAID LAND AND ALL RIGHTS AND EASEMENTS IN FAVOR OF THE ESTATE OF SAID COAL, OIL, CASINGHEAD GAS AND ALL ORES AND MINERALS OF EVERY KIND AND NATURE. BEING THE SAME LAND AS DESCRIBED IN TITLE COMMITMENT ISSUED BY CHICAGO TITLE INSURANCE COMPANY, COMMITMENT FILE NO.: 186139, WITH AN EFFECTIVE DATE OF JUNE 13, 2018 AT 8:00 A.M.

Exhibit 1



Transaction Identification Data for reference only:

Issuing Agent: Meridian Title Company
Issuing Office: 4121 South Fremont Avenue, Suite 152, Springfield, MO 65804
ALTA® Universal ID: 1026728
Loan ID Number:
Issuing Office File Number: TITLE-2020-3001089
Commitment Number: TITLE-2020-3001089
Revision Number:
Property Address: 404 North Jefferson Avenue, Springfield, MO 65806

SCHEDULE A

1. Commitment Date: 11/30/2020 at 8:00 AM

2. Policy to be issued:

(a) ALTA Owner's Policy \$

PROPOSED INSURED: City of Springfield, Missouri

(b) ALTA Loan Policy \$

PROPOSED INSURED:

3. The estate or interest in the Land described or referred to in this Commitment is: fee simple.

4. Title to the fee simple estate or interest in the Land is at the Commitment Date vested in:

Store Master Funding XV, LLC a Delaware LLC subject to the leasehold interest of ACS OPCO LLC a Delaware LLC

5. The Land is described as follows:

Property description set forth in "Exhibit A" attached hereto and made a part hereof.

COMMONWEALTH LAND TITLE INSURANCE COMPANY

A handwritten signature in black ink, appearing to read "Amy Isaacson", is written over a horizontal line.

By: _____

Amy Isaacson

Authorized Signatory

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Commonwealth Land Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

ALTA Commitment for Title Insurance 8-1-16

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SCHEDULE B, PART I Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. This agent requires a copy of the Operating Agreement and a Certificate of Good Standing for the Limited Liability Company acting as proposed buyer and/or seller.
6. All buyer/borrower and/or seller documents must be signed by authorized signer for Store Master Funding XV, LLC.
7. All buyer/borrower and/or seller documents must be signed by authorized signer for City of Springfield, Missouri.

Duly authorized and executed Deed from Store Master Funding XV, LLC a Delaware LLC, to City of Springfield, Missouri, to be executed and recorded at closing.

8. A Deed of Trust from Store Master Funding XV, LLC a Delaware LLC to Martin Leigh Attorneys PC, Trustee(s), securing an indebtedness to Citibank NA, in the amount of \$1,183,790.00, dated September 25, 2018 and recorded on September 28, 0218 in Book 2018, Page 35552-18 in the official records of Greene County Recorder.
9. Payment of all real estate taxes through and including those for the year 2020.
10. Due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture and/or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.
11. If mechanic's lien coverage is desired on the loan policy, satisfactory evidence should be supplied to the title insurance company that improvements and/or repairs or alterations thereto are completed; that contractors, subcontractors, labor of materialmen and materials are all paid; have released of record all liens or notice of intent to perfect a lien for labor or material, if any. The company must be given notice if any structures located on the subject property have had any of the above mentioned services provided within the last twelve (12) months.
12. The company will extend survey coverage to purchase money lenders and refinancing lenders on one-to-four family residential property, and will not require the production of a survey or property inspection report. This coverage will be extended without additional premium. The only requirement is the execution for our benefit of

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ALTA Commitment for Title Insurance 8-1-16





a statement or affidavit from the seller and/or borrower regarding their knowledge of any survey or boundary issues with the subject property.

13. Closing Information: If the closing on the subject property is to be conducted by Burcham's Meridian Title, LLC, we require all monies due from the purchase to be in the form of a cashier's check or certified funds. We will require a wire transfer be made payable to Burcham's Meridian Title, LLC coming from a financial institution located in a state other than Missouri. If the sale proceeds or any "payoff" pursuant to the closing requires "good funds", then monies received by us for such must be by bank or wire transfer. The above applies to all closings unless other specific arrangements are made. Due to wide variances in banking practices and lack of control over funds "on the wire", we cannot accept financial responsibilities for delays in the clearing of funds. This requirement is in accordance with Senate Bill 664 signed by the Governor, July 10, and which became effective on August 28, 1996.
14. This agent reserves the right to make further requirements.

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ALTA Commitment for Title Insurance 8-1-16





SCHEDULE B, PART II Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attached, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I — Requirements are met.
2. Rights or claims of parties in possession not shown by the Public Records.
3. Any encroachment, encumbrance, violation, variation or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
4. Easements, or claims of easements, not shown by Public Records.
5. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown in the Public Records.
6. Taxes or special assessments which are not shown as existing liens by the public records.
7. All assessments and taxes due in 2021, and thereafter. Taxes of \$8551.29 due in 2020 are marked as NOW DUE AND PAYABLE BUT NOT YET DELINQUENT. 2021 Taxes are neither due nor payable. Tax ID: 88-13-13-319-013
8. Covenants, conditions, and restrictions as set forth in instrument recorded but omitting any covenant, condition or restriction, if any, based on race, color, religion, sex, handicap, familial status, or national origin unless and only to the extent that the covenant, condition or restriction (a) is exempt under Title 42 of the United States Code, or (b) relates to handicap, but does not discriminate against handicapped persons
9. Subject to Easements, Restrictions and Building Set Back Lines that may be filed for record according to the Plat filed in Plat Book B Page 86-87, Greene County Recorder's Office.
10. Subject to a Memorandum of Lease recorded in Book 2018 Page 35553-18, Greene County Recorder's Office.
11. Subject to a Right of Way Easement recorded in Book 2050 Page 1641 and Book 2050 Page 1643, Greene County Recorder's Office.
12. Subject to a Lease recorded in Book 686 Page 539, Greene County Recorder's Office.

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ALTA Commitment for Title Insurance 8-1-16





13. Subject to an Ordinance recorded in Book 1500 Page 330, Greene County Recorder's Office.
14. Subject to a Survey recorded in Book 686 Page 539, Greene County Recorder's Office.
15. Subject to Ordinance 2628, 806, 345, and 1557, Greene County Recorder's Office.
16. Subject to consequences arising from any final decree determining that only an easement was acquired, but that if this occurred, the policy would be deemed to insure an easement only estate.

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ALTA Commitment for Title Insurance 8-1-16





EXHIBIT A
Property Description

Issuing Office File No.: TITLE-2020-3001089

Commencing at the Southeast corner of Jefferson Avenue and Phelps Street in the City of Springfield, Missouri; thence Southeasterly along the East line of Jefferson Avenue, a distance of 62.3 feet to a point 8.5 feet South of the centerline of Team Track No. (2) for a point of beginning; thence Northeasterly and running 8.5 feet parallel to the centerline of said Team Track No. (2), a distance of 542.95 feet to the East line of Benton Avenue, as per recorded plat of Harwood, Lisenby and Boyd's Addition to the City of Springfield, Missouri, said point being 33.5 feet South of the South line of Phelps Street; thence South and along the East line of said Benton Avenue, a distance of 106.2 feet; thence Southeasterly and making an angle of 20°10' to the left from the last described course, a distance of 141.15 feet to a point 10 feet Northerly of the centerline of the passenger connection tract of the Old St. Louis-San Francisco Railway Company (now Burlington Northern Railroad Company); thence Southwesterly and running 10 feet parallel to the centerline of said passenger connection track, a distance of 292.35 feet to a point of intersection with said railroad right of way line of the main track and also being the North line of Mill Street; thence Westerly along said railroad right of way and said North line of Mill Street, a distance of 299.45 feet to a point 23 feet East of the East line of Jefferson Avenue; thence Northeasterly and parallel to said Jefferson, a distance of 14 feet; thence West and parallel to the North line of Mill Street, a distance of 23 feet to the East line of Jefferson Avenue; thence Northeasterly along the East line of Jefferson Avenue, a distance of 257.25 feet to the point of beginning, all being a part of Block "A" and vacated streets therein, Harwood, Lisenby and Boyd's Addition to the City of Springfield, Greene County, Missouri, Except the coal, oil, casinghead gas and all ores and minerals of every kind and nature underlying the surface of said land and all rights and easements in favor of the estate of said coal, oil, casinghead gas and all ores and minerals of every kind and nature.

TOGETHER WITH any additional property included in the description in the attached Exhibit "A-1" taken from the current survey of the Property, provided that any such additional property is conveyed without any warranties of title or otherwise.

COMMENCING AT THE SOUTHEAST CORNER OF JEFFERSON AVENUE AND PHELPS STREET IN THE CITY OF SPRINGFIELD, MISSOURI; THENCE S 05°45'22" W 62.30' TO A POINT OF BEGINNING; THENCE S 89°07'44" E 224.05' TO A POINT, THENCE N 89°45'44" E 90.17' TO A POINT, THENCE N 87°02'59" E 52.45' TO A FOUND 5/8" REBAR, THENCE ALONG A CURVE TO THE LEFT WITH A RADIUS OF 1005.60', A DELTA ANGLE OF 10°07'20", AND A ARCH LENGTH OF 177.65' TO A SET 1/2" PIN; THENCE S 02°28'09" W 106.20' ALONG THE EAST LINE OF SAID BENTON AVENUE TO A SET 1/2" PIN; THENCE S 17°45'21" E 141.15' TO A SET 1/2" PIN; THENCE ALONG A NON-TANGENT CURVE TO THE RIGHT, WITH A RADIUS OF 976.37', A DELTA ANGLE OF 17°09'21", AND A ARCH LENGTH OF 292.35' TO A FOUND 5/8" REBAR; THENCE N 89°14'40" W 299.27' TO A FOUND CHISELED X IN THE CONCRETE; THENCE N 05°45'22" E 14.00' TO A FOUND CHISELED X IN THE CONCRETE; THENCE N 89°12'04" W 22.79' TO A SET 1/2" REBAR; THENCE N 05°45'22" E 255.88' TO A FOUND 1/2" REBAR AND BEING THE POINT OF BEGINNING, BEING 3.44 ACRES, MORE OR LESS, SAID LAND BEING A PART OF BLOCK "A" AND VACATED STREETS THEREIN, HARWOOD, LIENBY AND BOYD'S ADDITION TO THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI, EXCEPT THE COAL, OIL, CASINGHEAD GAS AND ALL ORES AND MINERALS OF EVERY KIND AND NATURE UNDERLYING THE SURFACE OF SAID LAND AND ALL RIGHTS AND EASEMENTS IN FAVOR OF THE ESTATE OF SAID COAL, OIL, CASINGHEAD GAS AND ALL ORES AND MINERALS OF EVERY KIND AND NATURE.

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ALTA Commitment for Title Insurance 8-1-16





BEING THE SAME LAND AS DESCRIBED IN TITLE COMMITMENT ISSUED BY CHICAGO TITLE INSURANCE COMPANY, COMMITMENT FILE NO.: 186139, WITH AN EFFECTIVE DATE OF JUNE 13, 2018 AT 8:00 A.M.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Commonwealth Land Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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ALTA Commitment for Title Insurance 8-1-16



Electronically Recorded

035551-18 28 Sep 2018 08:54:14 AM



Book: 2018
Page: 035551-18
5 pages

REAL ESTATE DOCUMENT
GREENE COUNTY, MISSOURI
RECORDERS CERTIFICATION

Cheryl Dawson Spaulding
Cheryl Dawson-Spaulding
Recorder of Deeds

lcunningham

Title of Document: Special Warranty Deed

Date of Document: September 25, 2018

Grantor(s): WLM RE HOLDCO LLC, a Delaware limited liability company

Grantee(s): STORE MASTER FUNDING XV, LLC, a Delaware limited liability company

Mailing Address(s): 8377 E. Hartford Dr., Suite 100
Scottsdale, Arizona 85255

Legal Description: See Exhibit "A"

Reference Book and Page(s):

Subject to the leasehold interest of
27 see 2018 / 35553-18

After recording mail to:
Fidelity National Title Group
Attn: Leslie Flowers
3301 Windy Ridge Parkway, Suite 300
Atlanta, GA 30339

Chicago Title
186139

STORE/Meek's
Special Warranty Deed
404 N. Jefferson Ave., Springfield, MO 65806
File No. 7210/02-635.31

SPECIAL WARRANTY DEED

THIS INDENTURE, is made on the 25th day of September, 2018, by and between WLM RE HOLDCO LLC, a Delaware limited liability company ("Grantor") and STORE MASTER FUNDING XV, LLC, a Delaware limited liability company with an address of 8377 E. Hartford Dr., Suite 100, Scottsdale, Arizona 85255 ("Grantee").

WITNESSETH, that Grantor, in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration to them paid by the Grantee, the receipt of which is hereby acknowledged, do by these presents, GRANT, BARGAIN AND SELL, CONVEY AND CONFIRM unto the Grantee, their successors and assigns, the following described lots, tracts or parcels of land, lying, being and situate in the City of Springfield, County of Greene and State of Missouri, to wit:

The real property set forth on Exhibit "A" (the "Property").

TO HAVE AND TO HOLD the premises aforesaid, with all and singular the rights, privileges, appurtenances and immunities thereto belonging, or in any wise appertaining, unto the Grantee, and unto their successors and assigns forever; and Grantor hereby covenanting that the said Property is free and clear of any encumbrances, liens, or judgments incurred, created, done, or suffered by Grantor, and that Grantor will warrant and defend the title to the said Property unto Grantee and unto Grantee's successors and assigns forever, against the lawful claims and demands of all persons claiming by, through or under Grantor, except as follows: taxes for the year 2018 and all subsequent years, easements, zoning ordinances and other restrictions of record.

[SIGNATURE PAGE FOLLOWS]

STORE/Meek's
Special Warranty Deed
404 N. Jefferson Ave., Springfield, MO 65806
File No. 7210/02-635.31

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands the day and year first above written.

WLM RE HOLDCO LLC, a Delaware limited liability company

By: Michael A. Meek
Michael A. Meek, Manager

STATE OF Missouri)
COUNTY OF Greene) ss.

On this 18 day of September, 2018, before me personally appeared Michael A. Meek, to me personally known, who being duly sworn, did say that he is the Manager of WLM RE HOLDCO LLC, a Delaware limited liability company (the "Company"), and that he executed the foregoing instrument in the name of the Company, and that he had the authority to sign the same and acknowledged said instrument to be the free act and deed of the Company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Jill Burford
Notary Public
Jill Burford
Printed Name

My commission expires: 10/13/2020



STORE/Meek's
Special Warranty Deed
404 N. Jefferson Ave., Springfield, MO 65806
File No. 7210/02-635.31

EXHIBIT "A"
LEGAL DESCRIPTION

Commencing at the Southeast corner of Jefferson Avenue and Phelps Street in the City of Springfield, Missouri; thence Southeasterly along the East line of Jefferson Avenue, a distance of 62.3 feet to a point 8.5 feet South of the centerline of Team Track No. (2) for a point of beginning; thence Northeasterly and running 8.5 feet parallel to the centerline of said Team Track No. (2), a distance of 542.95 feet to the East line of Benton Avenue, as per recorded plat of Harwood, Lisenby and Boyd's Addition to the City of Springfield, Missouri, said point being 33.5 feet South of the South line of Phelps Street; thence South and along the East line of said Benton Avenue, a distance of 106.2 feet; thence Southeasterly and making an angle of 20°10' to the left from the last described course, a distance of 141.15 feet to a point 10 feet Northerly of the centerline of the passenger connection tract of the Old St. Louis-San Francisco Railway Company (now Burlington Northern Railroad Company); thence Southwesterly and running 10 feet parallel to the centerline of said passenger connection track, a distance of 292.35 feet to a point of intersection with said railroad right of way line of the main track and also being the North line of Mill Street; thence Westerly along said railroad right of way and said North line of Mill Street, a distance of 299.45 feet to a point 23 feet East of the East line of Jefferson Avenue; thence Northeasterly and parallel to said Jefferson, a distance of 14 feet; thence West and parallel to the North line of Mill Street, a distance of 23 feet to the East line of Jefferson Avenue; thence Northeasterly along the East line of Jefferson Avenue, a distance of 257.25 feet to the point of beginning, all being a part of Block "A" and vacated streets therein, Harwood, Lisenby and Boyd's Addition to the City of Springfield, Greene County, Missouri, Except the coal, oil, casinghead gas and all ores and minerals of every kind and nature underlying the surface of said land and all rights and easements in favor of the estate of said coal, oil, casinghead gas and all ores and minerals of every kind and nature.

TOGETHER WITH any additional property included in the description in the attached Exhibit "A-1" taken from the current survey of the Property, provided that any such additional property is conveyed without any warranties of title or otherwise.

EXHIBIT "A-1"

SURVEY LEGAL DESCRIPTION

COMMENCING AT THE SOUTHEAST CORNER OF JEFFERSON AVENUE AND PHELPS STREET IN THE CITY OF SPRINGFIELD, MISSOURI; THENCE S 05°45'22" W 62.30' TO A POINT OF BEGINNING; THENCE S 89°07'44" E 224.05' TO A POINT, THENCE N 89°45'44" E 90.17' TO A POINT, THENCE N 87°02'59" E 52.45' TO A FOUND 5/8" REBAR, THENCE ALONG A CURVE TO THE LEFT WITH A RADIUS OF 1005.60', A DELTA ANGLE OF 10°07'20", AND A ARCH LENGTH OF 177.65' TO A SET 1/2" PIN; THENCE S 02°28'09" W 106.20' ALONG THE EAST LINE OF SAID BENTON AVENUE TO A SET 1/2" PIN; THENCE S 17°45'21" E 141.15' TO A SET 1/2" PIN; THENCE ALONG A NON-TANGENT CURVE TO THE RIGHT, WITH A RADIUS OF 976.37', A DELTA ANGLE OF 17°09'21", AND A ARCH LENGTH OF 292.35' TO A FOUND 5/8" REBAR; THENCE N 89°14'40" W 299.27' TO A FOUND CHISELED X IN THE CONCRETE; THENCE N 05°45'22" E 14.00' TO A FOUND CHISELED X IN THE CONCRETE; THENCE N 89°12'04" W 22.79' TO A SET 1/2" REBAR; THENCE N 05°45'22" E 255.88' TO A FOUND 1/2" REBAR AND BEING THE POINT OF BEGINNING, BEING 3.44 ACRES, MORE OR LESS, SAID LAND BEING A PART OF BLOCK "A" AND VACATED STREETS THEREIN, HARWOOD, LIENBY AND BOYD'S ADDITION TO THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI, EXCEPT THE COAL, OIL, CASINGHEAD GAS AND ALL ORES AND MINERALS OF EVERY KIND AND NATURE UNDERLYING THE SURFACE OF SAID LAND AND ALL RIGHTS AND EASEMENTS IN FAVOR OF THE ESTATE OF SAID COAL, OIL, CASINGHEAD GAS AND ALL ORES AND MINERALS OF EVERY KIND AND NATURE. BEING THE SAME LAND AS DESCRIBED IN TITLE COMMITMENT ISSUED BY CHICAGO TITLE INSURANCE COMPANY, COMMITMENT FILE NO.: 186139, WITH AN EFFECTIVE DATE OF JUNE 13, 2018 AT 8:00 A.M.

STORE/Meek's
Special Warranty Deed
404 N. Jefferson Ave., Springfield, MO 65806
File No. 7210/02-635.31

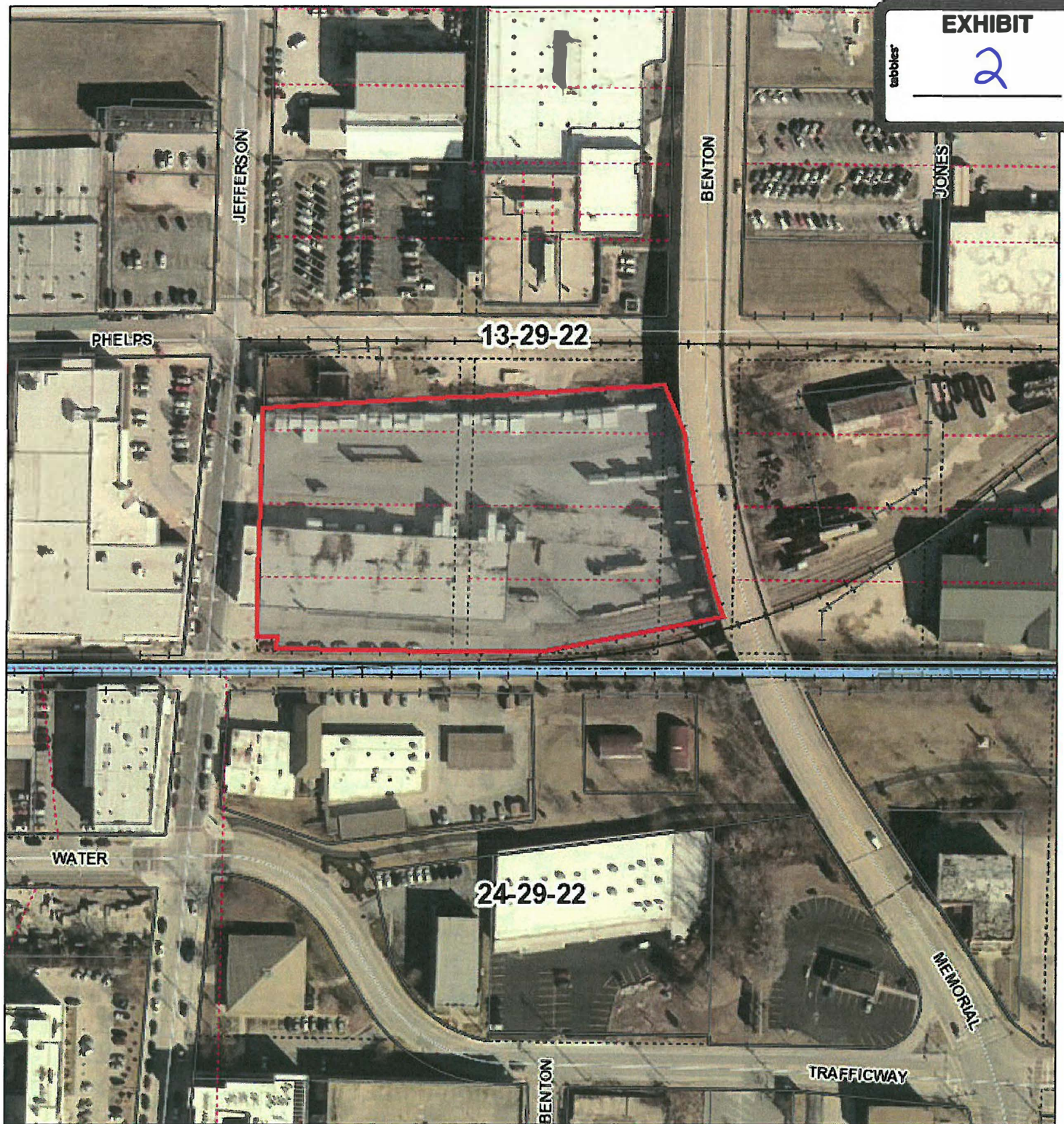
1313319013

404 N JEFFERSON AVE, SPRINGFIELD

EXHIBIT

2

tabbles



November 18, 2020

1:2,373

0 0.02 0.04 0.08 mi
0 0.03 0.06 0.12 km

City of Springfield GIS

CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Exhibit B

Budget Adjustment
050

Revenues:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
Net Revenue Adjustment						-	

Expenditures:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
41060	20	73020	508540	000000	00000	\$ 625,000	Acquisition of Real Property at 404 N. Jefferson Avenue
41080	20	73020	508540	000000	00000	840,000	Acquisition of Real Property at 404 N. Jefferson Avenue
Net Expenditure Adjustment						\$ 1,465,000	

Fund Balance Appropriation:

Fund	Title	Amount
41060	1/4-Cent Capital Imp. Sales Tax	\$ (625,000)
41080	1/4-Cent Capital Imp. Sales Tax	\$ (840,000)

Explanation: To amend the FY2020-21 budget by appropriating fund balance reserves of the 1/4-Cent Capital Improvement Sales Tax for real property acquisition of 404 N. Jefferson Avenue for the future Renew Jordan Creek Phase II project.

Requested By:

Dan Smith 03/16/21
Department Head Date

Approved By:

D. J. Hill 03/16/21
Director of Finance Date
Jason A. Hays 03/16/21
City Manager Date

Authorization:

Council Bill No. 2021-069
Ordinance No. _____
1st Reading _____
2nd Reading _____
Journal Imp No. _____

One-rdg. _____
P. Hmgs. _____
Pgs. 47
Filed: 03-16-21

Sponsored by: Ollis

First Reading: _____

Second Reading: _____

COUNCIL BILL 2021- 070

SPECIAL ORDINANCE _____

AN ORDINANCE

1 APPROVING the proposed 2021 Supplemental Overflow Control Plan to comply
2 with the Amended Consent Judgment; authorizing the City Manager
3 to submit the proposed Supplemental Overflow Control Plan to the
4 Missouri Department of Natural Resources for approval; and
5 authorizing the City Manager to work with the Missouri Department of
6 Natural Resources and the Missouri Attorney General's office to jointly
7 file a motion with the Greene County Circuit Court to obtain court
8 approval of the 2nd Amended Consent Judgment and 2021
9 Supplemental Overflow Control Plan.

10
11
12 WHEREAS, in 1995 the City entered into a Consent Judgment with the Missouri
13 Department of Natural Resources ("MDNR") pursuant to the Clean Water Act ("CWA")
14 to improve infrastructure, maintenance and the capacity of the sanitary sewer collection
15 and treatment facilities of the City, which the City met or exceeded in 2008; and
16

17 WHEREAS, thereafter the City and MDNR successfully negotiated an Amended
18 Consent Judgment ("ACJ") for the next phase of work necessary to comply with federal
19 and state mandates to further minimize sanitary sewer overflows ("SSOs"), which ACJ
20 was filed and approved in Greene County Circuit Court on or about May 7, 2012 (Case
21 No. 31185CC1941); and
22

23 WHEREAS, the ACJ included two main parts: an Early Action Plan ("EAP")
24 investing \$50 million over seven years, which was successfully completed in 2018, and
25 a long-term Overflow Control Plan ("OCP") investing \$75 million in Foundation Projects
26 between 2015 and 2020 and \$125 million in an Advanced Action Plan phase between
27 2021 and 2025. Thereafter, the OCP required a re-evaluation of the City's wastewater
28 system needs and submittal of an updated OCP to MDNR for approval of the next
29 phase of work that might be needed to comply with federal and state mandates; and
30

31 WHEREAS, following the principals of adaptive management and the City's
32 innovative Integrated Plan ("IP") for the environment, the City has analyzed the work
33 performed and new data acquired during the EAP and Foundation Project phases and

has recognized opportunities to adjust future phases of the OCP to optimize expected return on investment. The City has subsequently proposed changes to the OCP to be made before advancing further with the Advanced Action Plan phase, and MDNR has concurred with the proposed change in timing; and

WHEREAS, the City's recommended Supplemental OCP proposes investing \$300 million over the next fifteen years, ending in 2035. Said proposed Supplemental OCP will combine the previously approved \$125 million Advanced Action Plan with an additional \$175 million, and add ten year to the compliance schedule; and

WHEREAS, while expensive, the \$300 million, 15-year recommended Supplemental OCP is fully consistent with and does not undermine the City's ongoing integrated planning to look at all of Springfield's environmental mandates in a holistic manner and will provide a predictable sewer rate structure for the next 15 years; and

WHEREAS, the ACJ requires the City to submit the proposed Supplemental OCP to MDNR for approval, and thereafter to the Greene County Circuit Court for approval.

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

Section 1 – The proposed Supplemental OCP investing \$300 million over the next fifteen years, or until 2035, is hereby approved.

Section 2 – The City Manager is hereby authorized to submit the proposed Supplemental OCP to MDNR for approval, said Supplemental OCP to be substantially similar to the Supplemental OCP attached hereto as "Exhibit A," and to do those things necessary to obtain MDNR approval and carry out the intent of the Supplemental OCP.

Section 3 – The City Manager is hereby authorized to work with the Missouri Department of Natural Resources and Missouri Attorney General's office to file a Joint Motion to Approve the 2nd Amended Consent Judgment, substantially in the form of that attached hereto as "Exhibit B," and Supplemental OCP, with the Greene County Circuit Court for approval, and to do those things necessary to carry out the intent of obtaining approval of the 2nd Amended Consent Judgment and Supplemental OCP.

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

Passed at meeting: _____

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Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: *Jim Millington*, Deputy City Attorney

Approved for Council action: *Jason A. Page*, City Manager

EXPLANATION TO COUNCIL BILL 2021 - 070

FILED: 03-16-21

ORIGINATING DEPARTMENT: Environmental Services

PURPOSE: To approve a Supplemental Overflow Control Plan ("SOCP") to be substantially in the form and content as "Exhibit A" and to authorize the City Manager to do all things necessary to work with the Missouri Department of Natural Resources ("MDNR") and Missouri Attorney General's office ("AGO") to jointly file a Second Amended Consent Judgment ("2nd ACJ") with the Greene County Circuit Court to be substantially in the form and content as "Exhibit B." The proposed 2nd ACJ will replace the current Amended Consent Judgment ("ACJ") and will implement state and federally mandated upgrades, rehabilitation, and enhancement of the City's wastewater collection and treatment systems to further minimize capacity-related sewer overflows which occur in response to heavy rains.

BACKGROUND INFORMATION: In 1995, the City of Springfield entered into a cooperative Consent Judgment with MDNR pursuant to the Clean Water Act ("CWA") to expend funds toward improvement of infrastructure, maintenance, and capacity of the sanitary sewer collection and treatment facilities. The City met or exceeded the requirements of the 1995 Consent Judgment by 2008. Thereafter, the City and MDNR successfully negotiated an ACJ for the next phase of work necessary to comply with federal and state mandates to further minimize sanitary sewer overflows ("SSOs"); the ACJ was approved by the Greene County Circuit Court on or about May 7, 2012 (Case No. 31195CC1941).

The ACJ included two main parts: An Early Action Plan ("EAP") which included \$50 million in investments over seven years and was completed in or around 2018, and a Long-Term Overflow Control Plan which was approved by City Council and filed with the Greene County Circuit Court on May 1, 2015. The OCP committed to invest \$200 million over a 10-year period with \$75 million occurring during a Foundation Projects Phase between 2015 and 2020 and \$125 million occurring during an Advanced Action Plan ("AAP") phase between 2021 and 2025. Since the OCP was not expected to be sufficient to meet all the goals of the ACJ, the OCP also included a requirement for reevaluation and submittal of an updated plan by July of 2025 for Phase 3 improvements for the period beyond 2025.

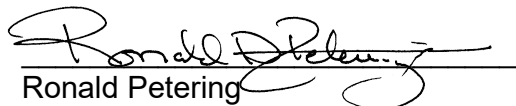
Since the approval of the OCP, the City has successfully completed the Foundation Projects Phase and has been actively gathering data, analyzing results of completed work, and engaging in Integrated Planning for the future. This analysis has allowed the City to see the efficacy of work performed and the need to adjust their investment strategy during the AAP for optimal results. At this point in implementation of the OCP, and in view of the ongoing analysis of data and work performed, the City is proposing to modify the OCP AAP Phase with a Supplemental Overflow Control Plan ("SOCP") that will establish the remaining level of investment at \$300 million and extend the compliance schedule with a re-evaluation date of 2035. The new \$300 million investment commitment replaces the remaining \$125 million of investment required by the OCP (2021-2025) for a net increase in investment commitment of \$175 million and adds ten years to the compliance schedule.

The SOCP will allow the City to extend the current compliance schedule to make sound investments in the sewer system, using adaptive management, while improving water quality. The existing Advanced Action Phase of the OCP requires an average investment of \$25 million over a 5-year period followed by an undetermined investment requirement for subsequent years whereas the proposed SOCP requires an average investment of \$20 million over a 15-year period. The proposed SOCP is an extension of the City's successful efforts to reduce sanitary sewer overflows (SSOs) and improve water quality. Based on the City's innovative Integrated Plan, investments toward improving the sewer system and water quality are developed using an adaptive management process that attempts to achieve maximum benefit to the community for the lowest overall cost. Based on the current financial projections for the sewer fund, the investments outlined in the proposed SOCP can be supported by the revenue generated by the currently ratified rate structure and should allow future rate increases, beyond the currently approved rates, to be more closely aligned with inflation. This change should allow the City to meet its regulatory obligations under the 2nd ACJ while providing a predictable sewer rate structure for the next 15 years.

Springfield is not alone in spending large sums of money toward their sewer system. Cities across the nation are facing similar state or federal consent judgments to eliminate sewer overflows during wet weather. In Missouri, many other cities are facing even larger consent judgments, some reaching several billion dollars. To facilitate the proposed, modified strategy, the City will need to work with MDNR and the AGO to jointly file a 2nd ACJ with the Greene County Circuit Court for court approval.

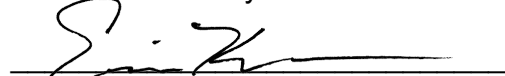
REMARKS: The proposed 2021 Supplement to the OCP is the culmination of many years of work and will allow Springfield to meet its regulatory obligations while maintaining reasonable, predictable sewer rates for the next 15 years. Environmental Services recommends approval of the 2021 Supplemental Overflow Control Plan and proceeding with filing of a 2nd ACJ.

Submitted by:



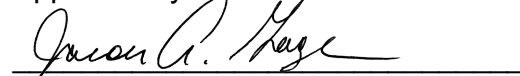
Ronald Petering
Assistant Director of Environmental Services

Recommended by:



Erin Kemper
Director of Environmental Services

Approved by:



Jason Gage
City Manager



AMENDED CONSENT JUDGMENT

GREENE COUNTY CIRCUIT COURT NO. 31195CC1941

OVERFLOW CONTROL PLAN 2021 SUPPLEMENT

PREPARED BY

City of Springfield Environmental Services

MARCH 3, 2021

Table of Contents

1.0	Introduction.....	1
2.0	Overflow Control Plan – Status of Current Progress.....	2
2.1	Early Action Plan.....	2
2.2	Foundation Projects.....	2
2.3	Success Under EAP and Foundation Project Phases	3
2.3.1	Increased Staffing	3
2.3.2	Leveraged Technology.....	3
2.3.3	Outreach	4
2.3.4	Flow Reductions	4
2.4	Advanced Action Projects.....	6
3.0	Factors Shaping a Supplemental AAP Proposal	8
3.1	Refined Modeling is Changing SSO Project Priorities	8
3.2	Integrated Planning	9
3.3	Sustainable Wastewater Utility.....	9
3.4	Affordability Considerations	10
3.5	Summary	10
4.0	Supplemental Project List	11
4.1	Overview.....	11
4.2	PRIVATE SEWER REPAIR PROGRAM.....	14
4.2.1	Project Schedule 2021-2025	14
4.2.2	Project Schedule 2026-2030	15
4.2.3	Project Schedule 2031-2035	15
4.3	MS4 COMPLIANCE.....	15
4.3.1	Project Schedule 2021-2025	16
4.3.2	Project Schedule 2026-2030	16
4.3.3	Project Schedule 2031-2035	17
4.4	COLLECTION SYSTEM RENEWAL.....	17
4.4.1	Project Schedule 2021-2025	19
4.4.2	Project Schedule 2026-2030	20
4.4.3	Project Schedule 2030-2035	20
4.5	COLLECTION SYSTEM OPTIMIZATION	21
4.5.1	Project Schedule 2021-2025	22
4.5.2	Project Schedule 2026-2030	22
4.5.3	Project Schedule 2031-2035	23
4.6	TARGETED SSO REDUCTION	23

| **2021 Supplement**

4.6.1	Project Schedule 2021-2025	23
4.6.2	Project Schedule 2026-2030	27
4.6.3	Project Schedule 2031-2035	28
4.7	TREATMENT PLANT RENEWAL	28
4.7.1	Project Schedule 2021-2025	28
4.7.2	Project Schedule 2026-2030	29
4.7.3	Project Schedule 2031-2035	30
4.8	GREEN INFRASTRUCUTURE	30
4.8.1	Project Schedule 2021-2025	31
4.8.2	Project Schedule 2026-2030	32
4.8.3	Project Schedule 2031-2035	33
4.9	OPERATIONS FACILITY	33
4.9.1	Project Schedule 2021-2025	33
5.0	Implementation	35
5.1	Adaptive Management	35
5.2	Reevaluation	35
5.3	Reporting	36

1.0 Introduction

The City of Springfield, Missouri (City) entered an Amended Consent Judgment (ACJ) with the Missouri Department of Natural Resources (MDNR) with the goal of eliminating wet-weather sanitary sewer overflows from its collection and transmission system and eliminating prohibited bypasses at its wastewater treatment plants. The ACJ was approved by the Circuit Court of Greene County, Missouri on or about May 15, 2012. A copy of the ACJ can be accessed online at <https://www.springfieldmo.gov/DocumentCenter/View/391/Amended-Consent-Judgment-PDF?bidId>.

The ACJ required implementation of two major programs: a \$50 million Early Action Plan (EAP) and the development of a substantial long-term Overflow Control Program (OCP). The OCP, which was subsequently approved by MDNR in 2015, called for an additional investment of \$200 million. The OCP comprised two separate phases: \$75 million in Foundation Projects and \$125 million in Advanced Action Plan Projects (AAP). To date, the EAP and Foundation Projects have been completed on schedule with investments at or above the \$125 million programmed value. Throughout both the EAP and Foundation Projects, the City has been actively gathering data, analyzing results of completed work, and engaging in Integrated Planning for the future. The analysis has allowed the City to see the efficacy of work performed and the need to adjust the Overflow Control Plan for optimal results. As the OCP implementation transitions to the AAP, in view of the ongoing analysis of data and work performed, the City is proposing the AAP investment be increased to \$300 million and that the investment period be increased to 15 years, ending in 2036. These changes to the AAP are outlined in this 2021 supplement to the OCP.

Consideration of the Supplement is supported by:

- The progress the City can already demonstrate in successfully meeting the OCP obligations and making progress on the ACJ goals.
- Adaptive management, a key component of the OCP, which encourages the systematic evaluation of program components for their relative effectiveness.
- Lessons learned and new data acquired during the EAP and Foundation Project phases which suggest an amended AAP will achieve better achieve the goals of the ACJ.
- A maturing of the community's Integrated Planning efforts, for which Springfield is a national leader, is providing insight into the benefit of a holistic approach to regional water quality. It is becoming evident that further investment in these holistic solutions will yield a greater net benefit in water quality.
- Affordability, a community concern when the OCP was approved in 2015, is of even greater concern now with the recent financial impact to households, especially those of lower income, brought on by the COVID-19 pandemic. The extended time frame, even with the increased investment, will help to manage sewer utility rate increases while allowing for continued adaptive management and smarter, more informed investments in the City's system.

With this Supplement, the City is seeking to replace *Chapter 10.3 – 2010 to 2025 Advanced Action Plan Projects* and *Chapter 11.4.3 - Advanced Action Plan Projects* of the OCP with the investment commitment and project schedule contained herein.

2.0 Overflow Control Plan – Status of Current Progress

Chapter 2 of the 2021 Supplement provides a brief summary of the progress on the goals of the ACJ and the OCP.

2.1 EARLY ACTION PLAN

MDNR approved the City's Early Action Plan (EAP) on November 14, 2011. The EAP consisted of seven projects that required an investment of \$50 million. These seven projects were completed, in their entirety, by 2016 at a cost of \$51,023,250. Additional detail on each of the seven EAP projects and the expenditures specific to each project can be found in the City's 2016 ACJ Annual Status Report.

During the EAP, the City implemented the first phases of the vitrified clay pipe (VCP) rehabilitation projects as well as a pilot-scale version of the Private Sewer Repair Program. Lessons learned from these initial efforts were applied to later work and helped form the basis for the long term OCP, approved in 2015.

2.2 FOUNDATION PROJECTS

The City's OCP was approved by MDNR on May 2, 2015. The Foundation Projects contained in the OCP required an investment of \$75 million in multiple project categories and was completed in its entirety in 2019, at a cost of \$82,835,524.

Table 2.2.1 Foundation Project Initial and Actual Project Funding Allocation Through 12/31/19

PROJECT	ALLOCATED FUNDS PROPOSED IN APPROVED OCP*	TOTAL FUNDS COMMITTED THROUGH 12/31/19	PERCENT ALLOCATED FUNDS UTILIZED
Pipe Renewal	\$9,500,000	\$16,155,239	170
Private I&I Abatement	\$10,800,000	\$6,939,334 ¹	64
Digester Improvements	\$35,800,000	\$40,987,231	114
MS4 Compliance	\$4,900,000	\$3,613,796	74
Resource and Maintenance Needs	\$9,000,000	\$12,227,552	136
Program Costs	\$3,700,000	\$1,906,176 ²	52
System wide Flow Monitoring	\$1,300,000	\$1,095,196	84
Total	\$75,000,000	\$82,835,524	110
*Results of ongoing EAP projects and Foundation Projects may support an adjustment in the timing and allocation of funds.			

1 – Due to efficiencies gained in the program, only 64% of the allocated funds were spent on Private I&I, while achieving all the anticipated inflow reduction benefit. These savings were reallocated to other categories of projects.

2 – As the City has increased our capability under the category of “Resource and Maintenance Needs,” we have been able to reallocate funds from “Program Costs” associated with professional service vendors.

Throughout the Foundation Projects, the City continued to refine their approach, in response to lessons learned and collection of new data, as outlined in the 2019 ACJ Annual Status Report.

2.3 SUCCESS UNDER EAP AND FOUNDATION PROJECT PHASES

2.3.1 Increased Staffing

Since 2012, the City’s Environmental Services department has doubled their staffing levels as a direct result of the ACJ. This has allowed Springfield to put considerably more effort toward maintaining their collection system, as they now have significantly more crews dedicated toward proactive inspection, cleaning, and repair.

The City has also built up their in-house engineering and technical resources. Prior to the ACJ and resulting long-term OCP, the City relied on engineering consultants for most system planning and asset management studies. Now, the City has a number of in-house, highly skilled engineers and technicians that are working together daily to actively improve the sewer collection system and treatment plants (collectively the Publicly Owned Treatment Works or ‘POTW’). Springfield is finding that as their staff takes more ownership and gains knowledge of the POTW they are more invested in finding right-sized solutions to observed problems. Unlike the 2015 OCP, the data and analysis contained in this Supplement was nearly all developed by our in-house experts.

2.3.2 Leveraged Technology

In Springfield, we are embracing new ways to take advantage of technology. Over the last several years, three teams have been developed to inspect the sewer system using remote technologies such as acoustic sounding and remote manhole inspection. These acoustic sounding teams can quickly check for blockages and defects in the pipe which allows better prioritization of cleaning efforts and keeps the CCTV crews focused on the most critical portions of the collection system. The addition of remote manhole camera technology allows crews to perform a detailed inspection of a manhole in just a fraction of the time that it used to take. These technology advancements allow the City to inspect more of its system in less time and make better decisions regarding maintenance and rehabilitation.

The City has also been working to leverage Big Data to make better decisions. For several years, the City has been collaborating with the Department of Computer Engineering at Kansas State University to develop a data-driven mathematical model to predict sewer flows. This work was

recently published in the Journal of Hydrology and lays the groundwork for finding a streamlined method of tracking rehab effectiveness¹.

Recently, a comprehensive LiDAR and sonar inspection effort of our large diameter trunk sewers was completed. These pipes are the critical backbone of the collection system and this analysis has identified defects and creates a baseline for monitoring these trunk lines going into the future. The inspections yielded good news, in that large portions of the system appear to be in good shape. However, opportunities were also identified to prevent I&I and exfiltration by grouting the joints. A pilot project for grouting of large diameter pipes is scheduled to commence in 2021. The City is also investigating opportunities to install hydrogen sulfide protection solutions at key points in the collection system to slow or stop deterioration of concrete pipe.

2.3.3 Outreach

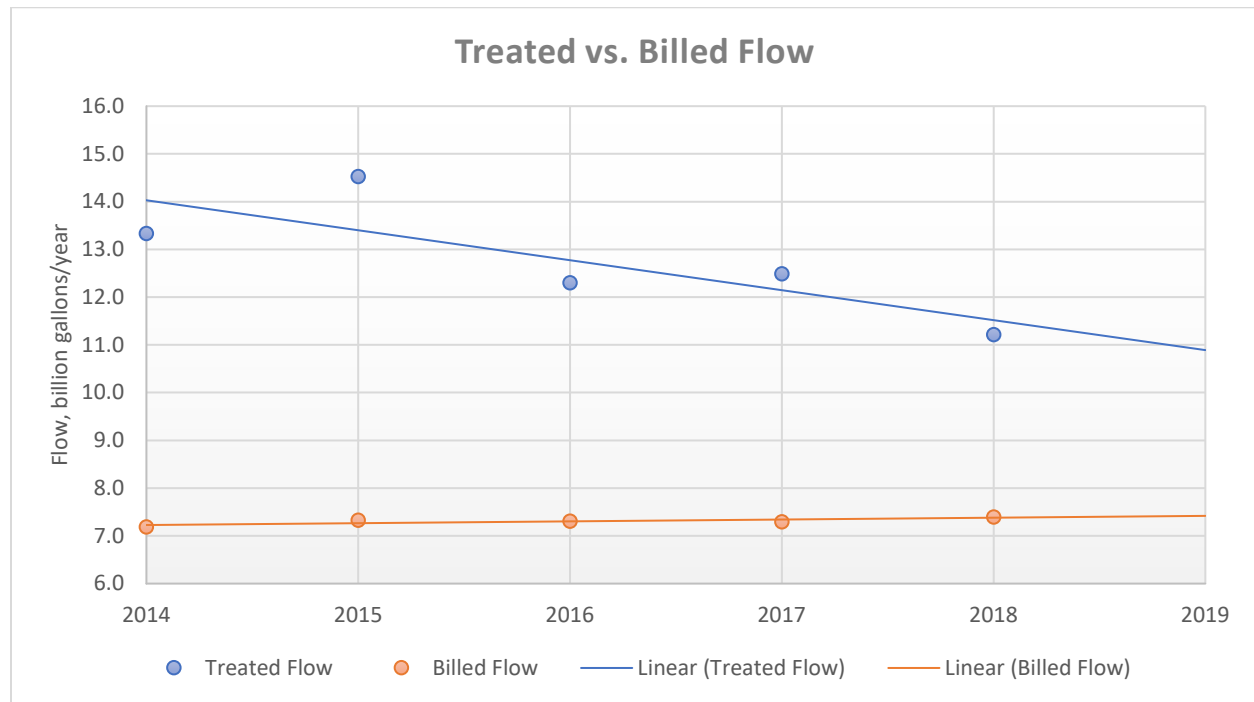
Through the OCP, the City has expanded its lateral loan program to aid property owners with defective laterals. An outreach campaign has been developed that promotes inspection of laterals, especially at the point of sale. The City has also utilized television, radio, and social media to educate the community on the proper use of the sewer system (i.e. keeping flushable wipes and grease out of the system). All of this is a relatively low-cost way to engage homeowners in maintaining their lateral in expectation that small changes in individual habits can lead to a significant reduction in systemwide I&I, and a decrease in the number of dry weather overflows caused by grease and rags.

As part of the City's Integrated Planning efforts, a Sustainable Return on Investment (SROI) analysis was completed in 2019 for Public Education and Outreach. The analysis concluded that Public Education and Outreach programs have an expected benefit-cost of 2.0, indicating expected social and environmental benefits are twice the cost of investment. Because the City's goal under Integrated Planning is to always look for ways to use the most cost effective means possible to achieve the greatest benefit, a continuation of Public Education and Outreach programs is envisioned to be a key component of our AAP supplement.

2.3.4 Flow Reductions

Over the last 5 years, flow monitoring has documented a steady decrease in the annual volume of treated flow at both the City's treatment plants while, during this same time, the City has seen a slight increase in billed water use. These trends are shown in Figure 2.1 and is one of several data points that confirm the City's program is headed in the right direction.

¹ Karimi, Hazhar et al. 2019. "Comparison of Learning-based Wastewater Flow Prediction Methodologies for Smart Sewer Management." *Journal of Hydrology*.

Figure 2.1 Trends in Annual Treated and Billed Flow Volumes

The progress is believed to be due to the increased maintenance efforts and spending over the last decade. Since the Early Action Plan implementation, the City has addressed nearly 10,000 structures through the Private Sewer Repair program and has CIPP lined 127 miles of pipe, which is just over a quarter of the total VCP in the collection system.

The City has also installed nearly 300 backflow valves as part of its successful basement backup prevention program. This issue was contemplated in the EAP and since then, the program has prioritized all of the known backup locations and the Private Sewer Repair team has worked to install a backflow preventor where feasible. Now, nearly all of the known chronic backup issues have been remediated and the City has a program in place to address new ones that are found. While this was not a specific requirement of the OCP, resolving these backup issues contributes to the overall quality of life in the community and builds consumer trust in the utility. In addition, the City has seen a dramatic reduction in call volume following a wet-weather event, which saves the utility money in the long run.

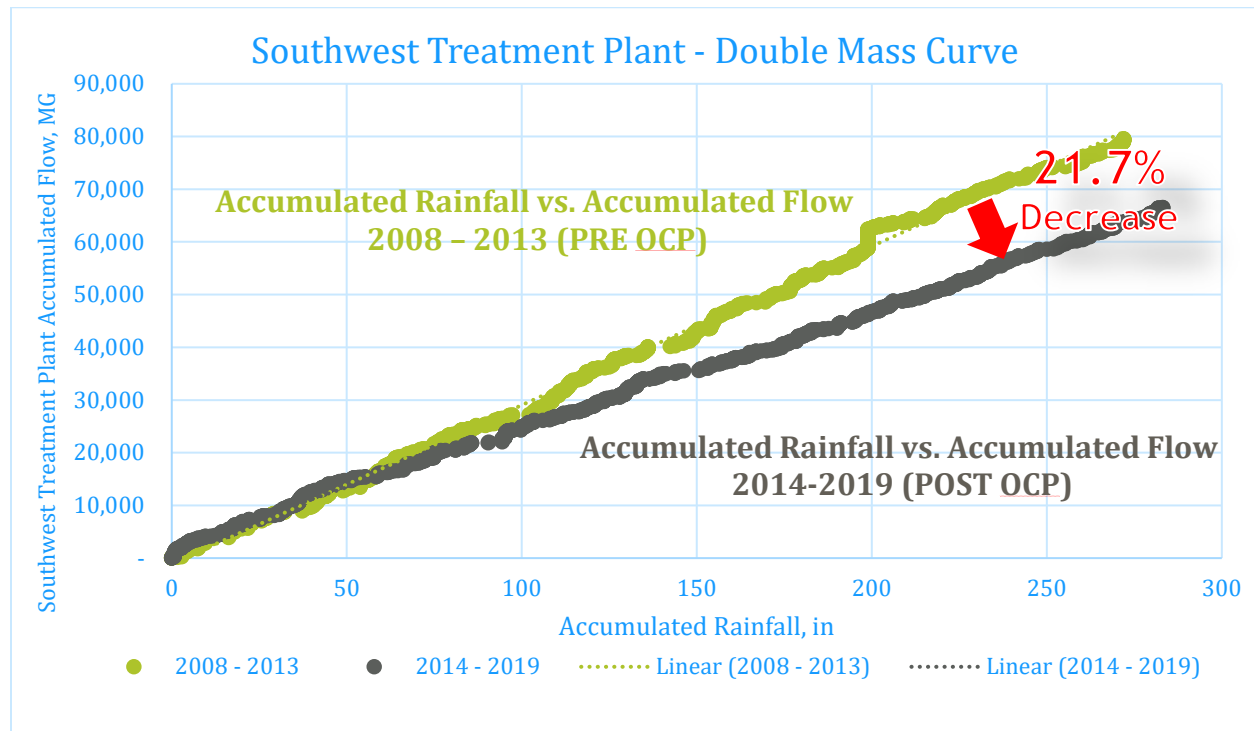
Figure 2.2 **Estimated Flow Reductions**

Figure 2.2 shows another method for measuring the success of I&I reduction efforts. The top line shows the accumulated flow vs. precipitation at the treatment plants prior to 2013, when the City began its rehab efforts, and the bottom line shows the accumulated flow vs. precipitation in the years since. Since about 2014, there is a significant overall shift in the curve of about 22% which indicates that significantly less stormwater & groundwater is being delivered to the treatment plant over the last 6 years. This is a good indication that rehab efforts are achieving their desired effect. Every gallon of stormwater that is kept out of the system is a gallon that doesn't incur cost to convey or treat and helps reduce wet weather SSO volumes.

2.4 ADVANCED ACTION PROJECTS

At the completion of the 2016 to 2020 Foundation Projects, the City is scheduled to re-evaluate the effectiveness of the work to date and review the appropriateness of the proposed \$125 million Advanced Action Plan Projects that are scheduled to be implemented between 2021 to 2025. The currently approved AAP increases annual funding and efforts to address sources of public and private I&I, public sewer rehabilitation, and MS4 compliance. The City is also scheduled to invest in the renewal and upgrade of the treatment facilities. The increased funding follows the City's commitment to minimizing treatment plant bypass events from Outfall 002 (the last bypass event occurred in 2011), reducing SSOs, and complying with permit requirements. Proposed projects in the 2021 to 2025 timeframe are shown in Table 2-2 below.

Table 2.4.1 Advanced Action Plan Projects Project Funding Allocation Through 12/31/19

DESCRIPTION	ALLOCATED FUNDS	TOTAL FUNDS COMMITTED THROUGH 12/31/19	PERCENT ALLOCATED FUNDS UTILIZED
Pipe Renewal	\$31,900,000	-	-
Private I&I Abatement	\$5,000,000	-	-
Priority SSO Projects	\$20,100,000	\$526,985	2.6
Treatment Facility Renewal	\$40,900,000	\$3,427,807	8.4
MS4 Compliance	\$9,500,000	-	-
Resource and Maintenance Needs	11,400,000	-	-
Program Costs	\$4,700,000	-	-
Systemwide Flow Monitoring	\$1,500,000	-	-
Total	\$125,000,000	\$3,954,792	3.2

While the AAP is not scheduled to begin, in earnest, until 2021, the City has already made some investment, approximately \$4 million, towards AAP projects. This includes the first phase of completion of a Priority SSO Project identified as Smith Park (see Chapter 10.3.3.4 of the OCP) and an upgrade of the existing sand filters at the SWTP to a cloth media filter as well as other treatment plant improvements.

While the City could continue its march towards a 2025 completion of the AAP, it has become clear that, as the City learns more about its collection system assets and as Integrated Planning efforts have matured, rushing to spend money, according to the current AAP will not return the best long-term results towards meeting the goals of the ACJ. Additional progress can undoubtedly be made by executing the current AAP, but the City strongly feels that a supplement to the OCP, that modifies the AAP component by increasing overall investment while also providing additional time for completion will yield much greater results.

3.0 Factors Shaping a Supplemental AAP Proposal

Chapter 3 of the 2021 Supplement describes several of the factors leading to the proposed Supplemental AAP. Refined system modeling through in-house experts has resulted in a refinement of our initial OCP, allowing the City to obtain a better idea of the level of investment needed in efficient system rehabilitation. Integrated planning has allowed the City to obtain an understanding of community priorities which, in turn, facilitates community support. The increased knowledge will allow Springfield to utilize adaptive management to make gains in water quality using the most effective solutions in a way that is affordable to citizens. The community-based focus on significant problems based on our IP efforts to date have maintained and enhanced support from community leaders and citizens. The use of adaptive management has allowed Springfield to learn from its efforts and adapt as needed.

3.1 REFINED MODELING IS CHANGING SSO PROJECT PRIORITIES

As outlined in Section 10 of the OCP, the rainfall induced I&I in Springfield's system far exceeds the responses identified in other midwestern utilities. System hydrographs are abnormally long, often exceeding five or more days following a rainfall event. There has been some speculation that this phenomenon is due to Springfield's karst geology. While the City has made significant efforts at reducing overall volume, this is still a major challenge. Increased volumes that occur following subsequent rainfall events have the potential to drive up costs for additional capacity beyond what may be reasonable.

One of the major components of the EAP and Foundation Projects is gathering and analyzing significantly more data about how the City's collection system operates and how it responds in storm events when I&I effects are most prevalent. The City has made a significant investment in developing a city-wide network of monitoring activities to collect real-time data on flows in collection system piping, precipitation, and ground water levels. This "big data" has allowed the City's modeling of collection system operations and SSO events to become much more refined and accurate. As a result, some of the strategies/projects developed during the initial formulation of the OCP are no longer expected to yield the benefits anticipated while, at the same time, other strategies/projects have emerged which look to hold enhanced benefits.

A specific example of the refined analysis, with more city specific data, is the strategy of adding storage to the system. As a result of the Marginal Cost Analysis performed in 2014, table 8-11 of the approved OCP shows a Summary of Storage Volumes and Costs that would be needed to reduce SSOs under a traditional OCP strategy. Storage Site 12 was envisioned to be an earthen basin, without cover, situated at the confluence of Jordan and Fassnight creeks. It was estimated that the basin would need to store 138.9 million gallons in a 5-year storm event and would cost an estimated \$53.5 million to construct and operate. Current modeling now indicates the entire contributing watershed experiences a 5-year SSO volume of only 18 million gallons. This example highlights the benefits of better data. As the City has been able to collect additional data, calibrate and refine the model, and confirm the model results against field data, the resulting analysis of projects appropriate for the AAP phase has evolved and resulted in a restated schedule of priorities. Had the City followed the traditional approach of storage, conveyance, and wet weather treatment, it might have invested enormous amounts of money in wet weather infrastructure with very limited benefit.

Other examples include the initial Priority SSO project, Smith Park, Phase 1 was completed at a cost much less than anticipated in the OCP. Another of the four Priority SSO projects, Galloway 04, has, on further examination, been found to be unnecessary as the project, as programmed, was based on flawed asset data which has since been identified and corrected. At the same time, new SSO project opportunities have been identified to take the place of the investments originally allocated to the Smith Park and Galloway 04 projects. A supplemental AAP will allow for a restatement of the SSO reduction projects to be completed, along with a revised programming schedule.

3.2 INTEGRATED PLANNING

The City continues to refine its use of Integrated Planning to inform strategies on regional environmental priorities. Springfield citizens and leaders are fully invested in an Integrated Planning approach and investments are prioritized based on the idea that, if there was only one dollar available to spend, how would that dollar be invested to reflect what matters most to the community while addressing the most significant problems using the most effective solutions in a way that is affordable to citizens. The use of Integrated Planning has resulted in a more refined approach that emphasizes the need for infrastructure improvements and solutions that result in the greatest net benefit to our regional environment.

Springfield has attracted national attention for its leadership in adopting Integrated Planning. In 2017, the National Academy of Public Administration highlighted Springfield as one of six communities who have used Integrated Planning in their report titled “Developing a New Framework for Community Affordability of Clean Water Services².” In its 2021 Report to Congress regarding Integrated Planning (a requirement of Water Infrastructure and Improvement Act of 2019), it is anticipated that the US Environmental Protection Agency will include Springfield as one of only a handful of cities to have an Integrated Plan that demonstrates all six elements of the EPA’s 2012 Integrated Plan Framework Approach.

3.3 SUSTAINABLE WASTEWATER UTILITY

The sewer system has been essential to the Springfield community since its inception 100 years ago. With this in mind, Springfield is committed to meeting the terms of the Amended Consent Judgement and maintaining compliance with the Clean Water Act. The City firmly believes that the path to success lies in taking a big picture view of water quality in the region and positioning the City of Springfield as a sustainable wastewater utility now and into the future. The Overflow Control Plan should reflect goals of such a utility.

If the goal of a sustainable utility is to maintain critical infrastructure necessary to protect the health and welfare of its customers, then an Overflow Control Plan should be focused on strategic and proactive management of the sewer system. This requires the utility to systematically renew portions of the system before they become a maintenance burden, rather than chasing problems when they become more expensive to address. Done correctly, systemic and strategic management

² Czerwinski, Stanley J. et al. 2017. *Developing a New Framework for Community Affordability of Clean Water Services*. National Academy of Public Administration.

additionally helps maintain the long-term financial position of the utility, which benefits water quality into the future.

It is fundamental to the existence of the utility that it focus on customer service while building and maintaining the trust of its customers. An OCP that reflects a customer-focused approach should engage with citizens on clean water issues and make investments in a way that ratepayers have confidence the investments are being made appropriately. Consistent public outreach and various citizen-based task forces have assisted with gaining trust from the customer. The City of Springfield has a great reputation for environmental stewardship, both locally and nationally, and the ability to improve the quality of life for our citizens hinges on this reputation.

3.4 AFFORDABILITY CONSIDERATIONS

Like many communities, Springfield had deferred adequate investment in maintenance and renewal of the sanitary sewer system over the years. However, in the past decade, the City has made significant investments and sewer rates have increased by 230%. The average sewer bill for residential customers is no longer amongst the lowest in the state, with recent data confirming Springfield rates are now in line with median rates for area-wide sewer utilities. Springfield is a community that has been designated by HUD as severely impoverished, as 25% of our citizens live below the poverty line with sewer rates already exceeding 2% of their income. Additionally, the ongoing COVID-19 pandemic has economically impacted the community and its customer base. While the utility was able to receive Council approval for a 5% rate increase in early 2020, at the very onset of the pandemic, the lingering effects of the severe economic impact will make it difficult, if not impossible, to implement similar levels of rate increases in upcoming years.

The 2021 Supplement will allow for significant long-term investment toward the ACJ goals by increasing the financial commitment while extending the timeline. The result will level rate increases to retain a supportive customer base so the City can continue to invest in important work for the benefit of its system and the environment. If the utility does not fund investments in a way that avoids rate fatigue, especially during these financially challenging and uncertain times, it risks our ability to maintain the gains that have been made in the last decade and our ability to make future progress.

Section IX.A(8) of the ACJ requires the City to provide an analysis of financial capability and affordability that addresses all of the factors, criteria, and considerations required by Section 644.145 of H.B. 89 (2011) as enacted by the Missouri General Assembly. Pursuant to Section 644.145.2(c), the City expressly waives this requirement for the 2021 Supplemental OCP.

3.5 SUMMARY

The enhancement of in-house experts (personally invested in improving our POTW), Integrated Planning (allowing smart use of limited dollars in the areas most important to our community in an effective, affordable way), and a goal of creating a sustainable wastewater utility for the benefit of enhanced environmental stewardship, while protecting our most vulnerable population is exciting. Springfield's 2021 OCP Supplement will bring better environmental and sewer system performance results for Springfield's residents.

4.0 Supplemental Project List

4.1 OVERVIEW

Chapter 4 of the 2021 OCP Supplement describes a proposed supplemental listing of Advanced Action Plan (AAP) projects and, to the extent contrary, is intended to replace the AAP project listing and schedules found in *Chapter 10.3 – 2010 to 2025 Advanced Action Plan Projects* and *Chapter 11.4.3 - Advanced Action Plan Projects* of the OCP. Beginning in 2021, the City's original programming was to spend \$125 million between 2021 and 2025. The 2021 Supplement includes an additional \$175 million, for a total of \$300 million in AAP investment over a period of 15 years. The Supplement also provides a schedule for re-evaluation of progress towards the ACJ goals in 2035, allowing for adaptive management. If approved, the 2021 Supplement will adjust the investment under the ACJ from a total of \$250 million to a total of \$425 million, while increasing the length of the OCP by a total of 10 years.

A key change in the 2021 Supplement AAP is the removal of Resource and Maintenance Needs as a program component. The project category of Resource and Maintenance Needs was intended to reflect the need for Springfield to invest in increased staffing and equipment to fulfill the enhanced operational and maintenance needs of its collection and treatment system. A total of \$20.4 million was allocated in the OCP (\$9 million in the Foundation Project phase and \$11.4 million in the AAP phase) to increasing staffing levels and procurement of additional maintenance equipment. As the Foundation Projects phase neared the end, the City has shown to have invested significantly more than scheduled (see Table 2.1) into increasing its in-house capabilities.

The growth phase for staffing resources is now considered complete. While the City fully intends to maintain staffing at or near current levels, the benefit of continuing to track and report on this project category, as a component of the AAP, appears to have reached a point of diminishing returns. Thus, the City is proposing to remove the reoccurring cost of this project category from the AAP, while fully intending to retain staffing levels at or near current levels. Over the proposed period of a 15-year AAP, this investment in additional staff and resources is estimated to total approximately \$50 million which is in addition to the \$300 million Supplemental AAP that is proposed for projects and programs. Thus, the City is expecting to invest a total of approximately \$475 million towards achieving the ACJ goals.

The 2021 Supplement AAP is divided into three 5-year periods, similar to previous iterations of the OCP. In general, projects in the 2021-2025 timeframe have been well defined and the City is positioned to move forward with clarity regarding these investments. Much of the work scheduled from 2026-2030 is dependent on the planning and analysis from the previous 5-year period and the City will continue to optimize and refine these project lists as better information becomes available. From 2031-2035, the City will use adaptive management to learn from past successes and failures of the program. Although estimated expenditures are proposed, the City will continue to use its Integrated Plan to identify opportunities for effective, enhanced efficiencies in each category in order to spend the investments in the most efficient way. The City reserves the right to transfer expenses between the proposed categories in the way best suited to the overall system. Table 4.1.1 outlines the anticipated level of investment in each project category.

Table 4.1.1 Level of Investment by Category

	2021-2025	2026-2030	2031-2035	CATEGORY TOTAL
Private Sewer Repair Program	\$6,500,000	\$7,300,000	\$8,200,000	\$22,000,000
MS4 Compliance	\$10,800,000	\$12,200,000	\$13,800,000	\$36,800,000
Collection System Renewal	\$39,500,000	\$22,000,000	\$25,000,000	\$86,500,000
Collection System Optimization	\$4,500,000	\$7,800,000	\$3,300,000	\$15,600,000
Targeted SSO Reduction	\$7,600,000	\$15,700,000	\$6,000,000	\$29,300,000
Treatment Plant Renewal	\$12,000,000	\$15,300,000	\$32,000,000	\$59,300,000
Green Infrastructure	\$7,900,000	\$11,000,000	\$18,600,000	\$37,500,000
Operations Facility	\$13,000,000			\$13,000,000
Total	101,800,000	\$91,300,000	\$106,900,000	\$300,000,000

Many of the investments proposed under the 2021 Supplement AAP are similar in scope to those found in the current OCP. The 2021 Supplemental OCP builds on the success of the efforts to date and will continue to refine the major project categories described below. Table 4.1.2 shows each of the 2021 Supplement AAP project categories and their relationship to those categories found in the original OCP.

Table 4.1.1 Comparison of 2021 Supplement AAP to Current AAP

SUPPLEMENT AAP 2021-2036				ORIGINAL AAP 2021-2025		
Program Component	Budgeted	Supplemental AAP Chapter	Description	Original AAP Chapter	Budgeted	Program Component
Private Sewer Repair Program	\$22,000,000	4.2	Removal of illicit connections to POTW and repair of plumbing defects that contribute to I/I	10.3.1	\$5,000,000	Private I&I Abatement

MS4 Compliance	\$36,800,000	4.3	Operation of programs to address stormwater sources of pollution as required by MS4 permit	10.3.4	\$9,500,000	MS4 Compliance
Collection System Renewal	\$86,500,000	4.4	Rehabilitation of piping and manholes by lining, grouting and point repairs to improve integrity and reduce I/I	10.3.2	\$31,900,000	Pipe Renewal
Collection System Optimization	\$15,600,000	4.5	Enhancement and operation of systemwide flow monitoring, hydraulic modeling, and system master planning	Table 10-6	\$1,500,000	Systemwide Flow Monitoring
Targeted SSO Reduction	\$29,300,000	4.6	Capital projects to enhance hydraulic capacity with goal of eliminating SSO events	10.3.3	\$20,100,000	Priority SSO Projects
Treatment Plant Renewal	\$59,300,000	4.7	Reinvestment to enhance efficiency of treatment processes and maintain sufficient treatment capacity	10.3.6	\$40,900,000	Treatment Facility Renewal
Green Infrastructure	\$37,500,000	4.8	Inclusion of water quality components in public infrastructure projects			
Operations Facility	\$13,000,000	4.9	New offices and garages to consolidate additional staff and equipment required to execute Overflow Control Plan			
			Addition of staffing and equipment to execute OCP objectives. (1)	10.3.5	\$11,400,000	Resource and Maintenance Needs
			Consultant costs to assist with execution of OCP. (2)	Table 10-6	\$4,700,000	Program Costs
	\$300,000,000	(3)	Total		\$125,000,000	(3)

Notes:

(1) Staffing and Equipment levels are adequate to maintain the POTW and execute the remaining goals of the OCP. These investments in resources will be maintained but will be removed as a reporting component of the Amended AAP.

(2) The majority of OCP tasks originally performed by private consultants have now transitioned to City staff hired as part of Resource and Maintenance Needs investment. Thus, this specific program component is removed in the Amended AAP, and funds for consulting are included in Section 4.5 of the Supplement AAP.

(3) Nearly \$12M has already been expended through 12/31/19, both on projects in excess of the City's commitment on the Foundation Projects and on AAP program components that will continue as program components of the Supplement AAP.

4.2 PRIVATE SEWER REPAIR PROGRAM

Pilot versions of the Private Sewer Repair Program were initiated as part of the EAP. Since that time, the City has built a robust and efficient program that has received national recognition. In 2012, the City relied upon hired consultants to administer the program but, beginning in 2018, the City began hiring and developing in-house staff who now manage every aspect of the program. By constantly refining the cost effectiveness of our approach, the City has seen a dramatic drop in cost per property evaluated while continuing to address approximately 1500 properties per year. Significant reductions in peak I&I continue as outlined in the City's annual reports. In addition, the City continues to address pervasive basement backups as part of its Basement Backup Prevention Program, administered through the Private Sewer Repair Program.

The Private Sewer Repair Program includes several steps to administer within each targeted area. First, there is a period of outreach to the targeted neighborhood or area where excessive I&I has been identified. This outreach includes communication through social media, public meetings, and written correspondence. Once sewer customers have agreed to participate in the program, each property is evaluated to determine if plumbing defects are present and the customer selects a local plumber to perform any needed corrective work. Once the repair has been made, City staff inspect the work and a warranty to the customer is provided by the plumber. In previous iterations of the program, all of these steps were performed in a targeted area (previously identified in the OCP as a "Phase") before moving on to the next area. To increase efficiency, the program has taken more of an adaptive management approach, often beginning work in one area while finishing up work in the next. The Private Sewer Repair Program is an ongoing program that systematically addresses I&I based on historic and recent metering, configuration of the sewer pipe network, land use, VCP rehabilitation projects, and proximity to high priority SSOs.

Under this program, the City will continue to address I&I from private sources at a similar pace to earlier versions of the OCP but by bringing the program in-house is able to run the program more efficiently by streamlining the process, focusing on the most cost effective plumbing defects, and improving our outreach so that we can effectively reduce money spent on each property to achieve a greater net benefit for the dollars spent.

4.2.1 Project Schedule 2021-2025

The City's Private Sewer Repair program is currently mobilized and will continue to systematically address private I&I and basement backups. Table 4.2.1 reflects the estimated investment in the program each year. These totals include cost of administration as well as the cost of addressing identified plumbing defects.

Table 4.2.1 Private Sewer Repair Program (2021-2025)

	FY21	FY22	FY23	FY24	FY25
Private Sewer Repair Program	\$1,300,000	\$1,300,000	\$1,300,000	\$1,300,000	\$1,300,000

From 2021-2025, the City will invest approximately \$1,300,000 annually toward the Private Sewer Repair Program for a total investment of \$6,500,000 to address I&I from private sources.

4.2.2 Project Schedule 2026-2030

From 2026-2030, the City will continue the successful Private Sewer Repair program at a pace similar to previous years. The City will continue to refine its process, maximize I&I removals, and find ways to lower costs while effectively reducing I&I from private sources.

Table 4.2.2 Private Sewer Repair Program (2026-2030)

	FY26-FY30
Private Sewer Repair Program	\$7,300,000

From 2026-2030, the City anticipates investing approximately \$1,460,000 annually toward the Private Sewer Repair Program for a total investment of \$7,300,000.

4.2.3 Project Schedule 2031-2035

Table 4.2.3 Private Sewer Repair Program (2031-2035)

	FY31-FY35
Private Sewer Repair Program	\$8,200,000

From 2031-2035, the City anticipates investing approximately \$1,640,000 annually toward the Private Sewer Repair program for a total investment of \$8,200,000.

4.3 MS4 COMPLIANCE

One of the key components of the City's Integrated Plan is the understanding that, if the City is going to meet the goals of the Federal Clean Water Act, it must address stormwater sources of pollution as well as wastewater-related solutions. Through the City's Integrated Planning efforts, it has become evident that addressing stormwater sources of pollution can provide more environmental benefit than certain high cost wastewater-related investments. As part of the original OCP, the City proposed to allocate funds toward meeting MS4 permit requirements in lieu of additional wastewater-related investments. As in the previous OCP, this supplement continues

to include funding to meet MS4 permit compliance, which is a cost-effective means to gain improved water quality in the most efficient manner. The 2021 Supplement includes continued funding to meet MS4 permit compliance accordingly.

4.3.1 Project Schedule 2021-2025

Over the past 5 years, key investments have been made in MS4 permit compliance including hiring two crews to focus on water quality-related maintenance and increased staffing for post-construction program implementation. Integrated Planning efforts have helped guide the allocation of resources to focus on high priority stormwater pollution sources and solutions with the best return on investment. Over the next 5 years, incremental funding increases are planned to continue to invest in operation and maintenance efforts, and cost-effective solutions such as education/outreach, floatables control, and detention retrofits. Investments are also anticipated to continue for water quality monitoring and developing and implementing an action plan to address stream impairments in accordance with the Integrated Plan. The revision of the MS4 Stormwater Management Plan in 2022 will further define the measurable goals for MS4 permit compliance for the next 5 years. Within this proposal is a continuation of the investment outlined in the previous OCP and will allow Springfield to continue to manage one of the premier MS4 programs in the state. Table 4.3.1 reflects the estimated investment in the program each year.

Table 4.3.1 MS4 Compliance (2021-2025)

	FY21	FY22	FY23	FY24	FY25
MS4 Permit Compliance	\$2,000,000	\$2,100,000	\$2,200,000	\$2,200,000	\$2,300,000

From 2021-2025, the City will invest a total of \$10,800,000 toward water quality improvement actions through compliance with its Phase 1 MS4 permit in lieu of additional wastewater-related improvements.

4.3.2 Project Schedule 2026-2030

From 2026-2030, the City will continue to invest in maintaining compliance with the MS4 permit and addressing overall water quality through management of stormwater sources of pollution.

Table 4.3.2 MS4 Compliance (2026-2030)

	FY26-FY30
MS4 Compliance	\$12,200,000

From 2026-2030, the City will invest approximately \$2,440,000 annually toward MS4 Compliance for a total investment of \$12,200,000.

4.3.3 Project Schedule 2031-2035

From 2030-2035, the City anticipates continuing the level of investment needed to maintain compliance with its current MS4 Permit. If future iterations of the MS4 permit contain more costly management approaches, additional funding sources may need to be identified.

Table 4.3.3 MS4 Compliance (2031-2035)

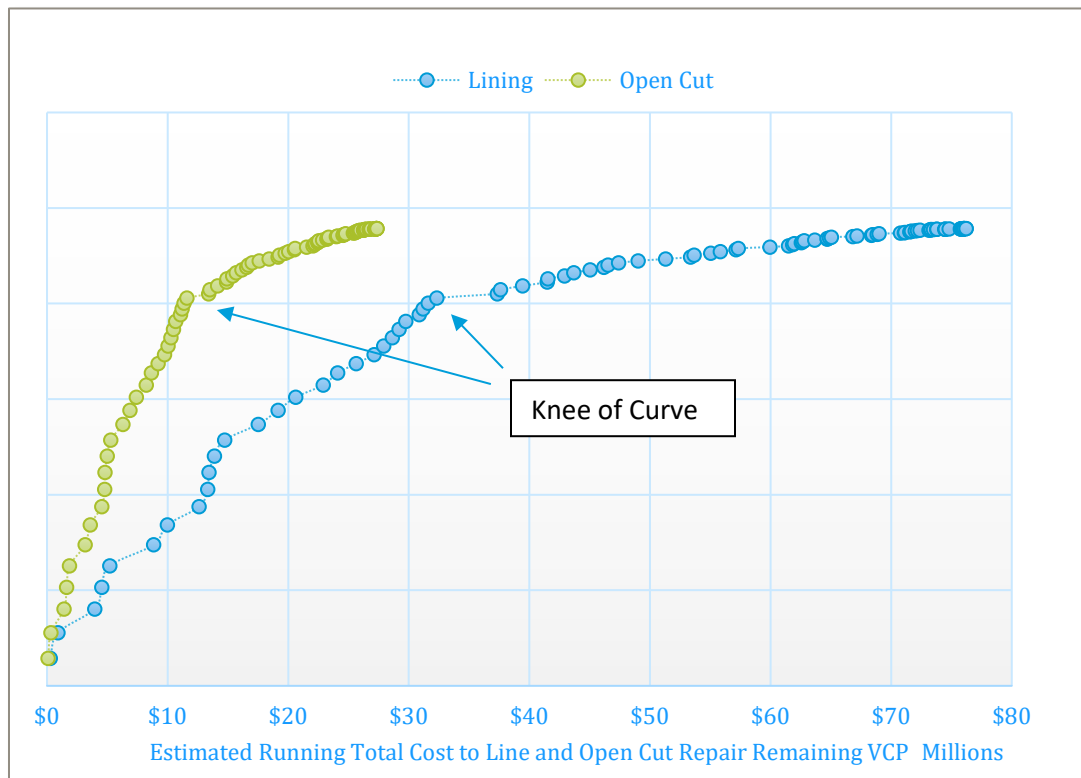
	FY31-FY35
MS4 Compliance	\$13,800,000

From 2031-2035, the City anticipates investing approximately \$2,760,000 annually toward MS4 compliance for a total investment of \$13,800,000.

4.4 COLLECTION SYSTEM RENEWAL

Both the EAP and OCP included significant investment in sewer rehabilitation. Not only do these efforts reduce I&I, but they improve system reliability and avoid future maintenance costs. A significant portion of Springfield's sewer system is beyond its design life and additional investment will help Springfield get ahead of the age curve in order to proactively manage critical infrastructure.

Springfield has completed a comprehensive asset management system study which is helping prioritize its rehabilitation efforts. Using this asset management tool, coupled with flow monitoring data, Springfield has been able to prioritize rehabilitation efforts based on pipe condition, consequence of failure, risk of failure, and contribution to I&I. A Marginal Cost Analysis (MCA) was conducted to optimize CIPP lining and open cut repair of the Vitrified Clay Pipe (VCP) system and found a distinct "knee of the curve" where additional investment yields marginally less additional benefit.

Figure 4.4 Rehab Optimization

The analysis currently shows that the optimum level of rehabilitation is approximately 59% of the VCP system, which relates to approximately 283 miles of sewer infrastructure. As a result of the analysis, Springfield will continue to invest heavily in CIPP lining, open cut repair, and other system rehabilitation while keeping an eye on diminishing rate of return. As of 2020, Springfield has already lined 27% of the VCP system and is under contract to have 45% lined in the next three years. As Springfield collects more data and the system continues to age, these numbers are likely to change, and adjustments will be made to either the scheduling or type of rehabilitation needed.

Springfield has also recently completed a comprehensive LiDAR and sonar inspection of its large diameter trunk sewers. These pipes are the critical backbone of the collection system and the inspection analysis has identified defects and creates a baseline for monitoring these trunk sewers going into the future. While large portions of the system are in relatively sound shape, there appears to be an opportunity to prevent I&I and exfiltration by grouting the joints using municipal grouting techniques.

The City has identified and prioritized manhole rehabilitation and will continue to explore various rehabilitation techniques for manholes.

In addition, as the City redevelops, there appear to be several opportunities to upgrade portions of the sewer system to accommodate future growth and address potential bottlenecks where wet weather overflows may be a future risk.

4.4.1 Project Schedule 2021-2025

The proposed schedule allows for significant CIPP lining and open-cut repair from 2021-2025. While performed by separate contractors or field crews, CIPP lining and open-cut repairs are often coincident, with necessary repairs being made to the sewer so that CIPP lining can take place. There are also many instances where a point repair may occur independent of the lining operation, but in general, the estimated levels of investment for both activities are synchronized.

This schedule also includes rehabilitation of manholes located in a floodplain or sinkhole which appear to be the most susceptible to I&I intrusion. As we further identify cost-effective techniques for manhole rehabilitation, the City will likely increase this level of investment beyond 2025, targeting areas where I&I impacts are greatest at manhole locations.

The City recently completed a Lidar/Sonar inspection of the large-diameter trunk sewer system. These pipes are the critical backbone of the collection system and this analysis has identified defects and created a baseline for monitoring these trunk lines going into the future. This analysis showed that large portions of the system appear to be in good shape but there appears to be an opportunity to further minimize I&I and extend the life of the pipe by grouting the joints. Over the next 5 years, the City will utilize a design-build methodology to pilot several different municipal grouting techniques and monitor the effectiveness of each. Using the most cost-effective approach, we intend to continue these investments beyond 2025.

Springfield currently has a program to inject Ferric Chloride into the collection system at various points to combat the formation of hydrogen sulfide, which can deteriorate concrete. The City is in the process of deploying sensors into other portions of the system to gauge Hydrogen Sulfide and develop a strategy for further implementation of the existing program.

In addition, the City has identified several locations with hydraulic capacity bottlenecks that will be addressed to minimize future SSOs and to accommodate future growth.

Table 4.4.1 reflects the estimated investment in renewal each year.

Table 4.4.1 Collection System Renewal (2021-2025)

	FY21	FY22	FY23	FY24	FY25
Cast In Place Pipe (CIPP)	\$5,100,000	\$5,200,000	\$5,400,000	\$4,500,000	\$3,400,000
Manhole Rehab		\$200,000	\$200,000	\$200,000	\$220,000
Open Cut Repairs	\$2,000,000	\$2,100,000	\$2,100,000	\$1,700,000	\$1,400,000
Concrete Pipe Corrosion Protection	\$100,000	\$200,000	\$330,000	\$440,000	\$560,000
Municipal Grouting		\$740,000	\$540,000	\$550,000	\$570,000
System Capacity Improvements			\$550,000	\$600,000	\$600,000

From 2021-2025, the City will invest in the above project categories for a total of \$39,500,000 towards renewing the collection system to reduce I&I, improve reliability, and put the utility on track for a more sustainable long-term operation.

4.4.2 Project Schedule 2026-2030

From 2026-2030, the City will continue to invest in various rehab techniques. Following the significant investment in CIPP lining and open cut repairs anticipated from 2021-2025, the City will continue these project categories, but at a lower level, utilizing adaptive management as they begin to approach the point of diminishing return for these project categories. During this time, the City will shift their focus toward manhole rehabilitation and grouting, based upon the lessons learned to date, and will continue to provide concrete pipe corrosion protection and to address capacity-related projects within the sewer system.

Table 4.4.2 Collection System Renewal (2026-2030)

	FY26-FY30
Cast In Place Pipe (CIPP)	\$7,500,000
Manhole Rehabilitation	\$2,500,000
Open Cut Repairs	\$3,000,000
Concrete Pipe Corrosion Protection	\$3,000,000
Municipal Grouting	\$3,000,000
System Capacity Improvements	\$3,000,000

From 2026-2030, the City will invest approximately \$4,400,000 per year in these categories with a total investment of \$22,000,000.

4.4.3 Project Schedule 2030-2035

From 2030-2035, the City will line and open cut repair the remaining VCP portions of the system identified as cost effective. At this point in the program, the City will have significantly more asset information and flow monitoring data that should allow the City to arrive at an optimal solution for system rehabilitation. During this time, the City anticipates more of a focus on manhole rehabilitation efforts using the most effective approach developed by the industry. The City will continue its efforts on concrete corrosion protection, municipal grouting, and will continue to make improvements to the overall system capacity where warranted.

Table 4.4.3 Collection System Renewal (2031-2035)

	FY31-FY35
Cast In Place Pipe (CIPP)	\$7,000,000
Manhole Rehab	\$4,000,000
Open Cut Repairs	\$3,000,000
Concrete Pipe Corrosion Protection	\$3,500,000
Municipal Grouting	\$4,000,000
System Capacity Improvements	\$3,500,000

From 2031-2035, the City anticipates investing approximately \$5,000,000 per year in these categories with a total investment of \$25,000,000.

4.5 COLLECTION SYSTEM OPTIMIZATION

Continuing the flow monitoring efforts from the EAP and Foundation Projects, collection system optimization includes increased flow monitoring as well as a focus toward analyzing which functions and investments can be optimized to increase efficiency in the overall POTW. Springfield is currently working with two national consulting firms to analyze the system and identify projects to meet the goals of the AAP and put Springfield on track to becoming a more efficient and sustainable utility in the long run.

Within this category is an increased flow monitoring effort, including micro metering, to make more informed decisions about rehabilitation investments. The City currently maintains a number of permanent flow monitoring stations within the sewer system, as well as several rain gages and groundwater monitoring wells. This information is being used to measure the effectiveness of investments and to further refine the hydraulic modeling. As part of this effort, the City is using micro metering techniques to focus the efforts of both the rehabilitation and Private Sewer Repair programs.

During this period, Springfield will explore the concept of collection system control and automation (i.e. Smart Sewers) potentially through the following avenues: technologies to detect maintenance issues before they become dry weather overflows, automation of lift stations to improve efficiency, optimization of existing assets through globe valves and other controls and efficiencies as they are uncovered.

Throughout implementation of this OCP modification, the City anticipates the need to rely on consultants to assist with the delivery of projects. Consulting support services may include public outreach, program management, financial analysis, and evaluations on the cost-effectiveness of the implemented projects. While the City has increased their in-house technical capabilities in recent

years, we continue to anticipate receiving assistance from outside industry experts to help ensure maximum program efficiency, cost-effectiveness, and overall program affordability.

The Springfield area is growing, and as the regional sewer provider, it is important to look closely at the sewer system with the long-term in mind. Part of this effort will include a system-wide master plan that will inform Springfield's current Comprehensive Planning efforts to make sure that the City is in a position to serve the region well into the future.

4.5.1 Project Schedule 2021-2025

The proposed schedule allows for systematic flow monitoring at various points within the collection system as well as micro metering of individual sewer basins. The City will also work with a consultant to identify opportunities for system control and automation. During this time, there will be a targeted effort toward master planning the collection system to address future growth. Overall programming costs for the AAP is also included in this category and may include design and engineering support services. Table 4.5.1 reflects the estimated investment in the program each year.

Table 4.5.1 Collection System Optimization (2021-2025)

	FY21	FY22	FY23	FY24	FY25
Flow Monitoring	\$310,000	\$315,000	\$325,000	\$340,000	\$340,000
Collection System Control & Automation	\$35,000	\$175,000			
Program Costs	\$300,000	\$315,000	\$325,000	\$330,000	\$340,000
Master Planning	\$200,000	\$420,000	\$430,000		

From 2021-2025, the City will invest in the above project categories for a total of \$4,500,000 in flow monitoring, automating, professional consulting, and master planning the sewer system.

4.5.2 Project Schedule 2026-2030

From 2026-2030, the City will begin implementation of various projects to optimize the collection system based on the results found from previous years. The City will increase its flow monitoring to track success and in anticipation of future investments.

Table 4.5.2 Collection System Optimization (2026-2030)

	FY26-FY30
Flow Monitoring	\$2,500,000
Collection System Control & Automation	\$3,550,000
Program Costs	\$1,750,000

From 2026-2030, the City will invest approximately \$1,560,000 per year in these categories with a total investment of \$7,800,000.

4.5.3 Project Schedule 2031-2035

Table 4.5.3 Collection System Optimization (2031-2035)

	FY31-FY35
Flow Monitoring	\$1,800,000
Program Costs	\$1,500,000

From 2031-2035, the City anticipates investing approximately \$660,000 per year in these categories with a total investment of \$3,300,000.

4.6 TARGETED SSO REDUCTION

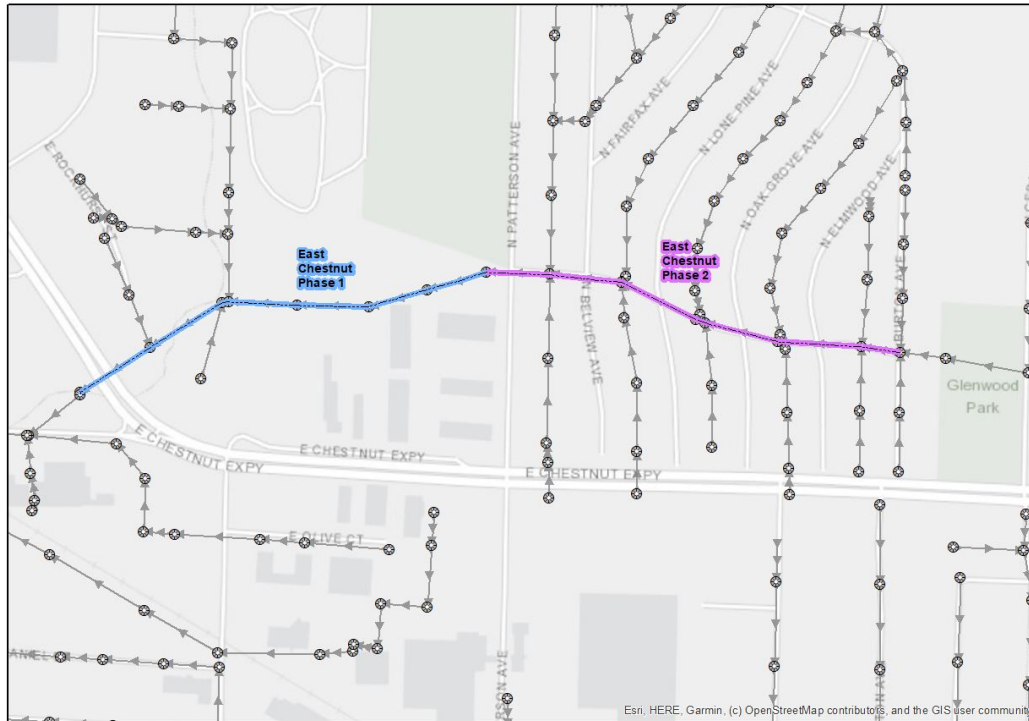
The current OCP included four specific projects targeted towards removing SSOs in public places, based on the Integrated Planning principal that the City should target investment in SSOs that have the biggest impact on the community. To date, the City has completed the initial phase of one of these projects (Smith Park) ahead of schedule. Originally this project was estimated at \$1.9 million. However, for a number of reasons, the City was able to complete the first phase in 2019 for just over \$450,000. Looking forward at the remaining SSO projects in the OCP, both the Doling Park project and Pea Ridge projects still appear to be appropriate, but the scope of the Galloway SSO project has changed significantly due to new information. Going forward, as the City learns more about the system, SSO projects in high profile areas using a triple-bottom-line approach will be prioritized.

4.6.1 Project Schedule 2021-2025

The first phase of the Smith Park project was completed ahead of schedule as part of the AAP. Since implementation, our flow monitoring has indicated that this project has had a significant impact on wet weather SSO volume overall and has dramatically reduced the occurrence of overflows within Smith Park.

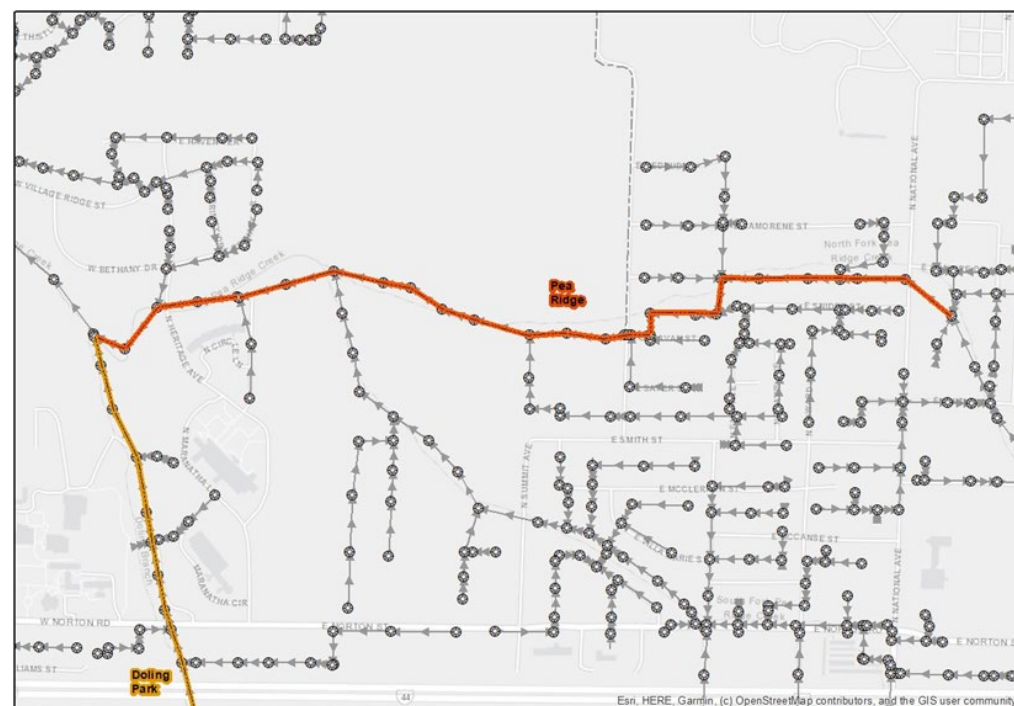
Phase I and II of the East Chestnut Sewer Replacement project has been identified, through hydraulic modeling and field observation, as an opportunity to add capacity to the sewer system along East Chestnut Expressway and along Rockhurst Street. These projects will be done in cooperation with the City's Public Works department as they address flooding issues in these neighborhoods. Both of these projects will eliminate a significant number of SSOs in these areas and rank as a very high priority based on a number of factors. Figure 4.6.1 shows the extents of both of these projects.

Figure 4.6.1 East Chestnut Sewer Replacement Phase I & II



The City will continue to work toward design and construction of the Doling Park sewer rehabilitation project as outlined in the current OCP. When complete, this will result in the elimination of several significant SSOs in this public use area. Figure 4.6.2 shows the portion of the system that will be addressed through this project.

Figure 4.6.3 Pea Ridge Priority SSO Project



[illegible]

	FY21	FY22	FY23	FY24	FY25
Smith Park Priority SSO Project	\$450,000				
East Chestnut Sewer Replacement – Phase I	\$1,000,000				
East Chestnut Sewer Replacement – Phase II				\$200,000	\$1,150,000
Doling Park	\$650,000	\$1,700,000			

Pea Ridge	\$250,000	\$500,000	\$1,600,000		
Inman Creek near Kansas Avenue Sewer Replacement					\$100,000

From 2021-2025, the City will invest in the above project categories for a total of \$7,600,000 in projects targeted at removing SSOs in priority locations.

4.6.2 Project Schedule 2026-2030

From 2026-2030, the City will implement projects designed in the earlier phase and will use adaptive management to identify additional projects to be implemented during this period. It is anticipated that the City will construct improvements to the Inman Creek trunk sewer, which has the potential to significantly reduce SSO in this karst valley where pollutants have a more direct pathway to groundwater. The City has also identified a small project at Sunset and Kickapoo where additional capacity will reduce SSOs. During this time, the City will implement the second phase of the Smith Park project, constructing a parallel system downstream to Silver Springs Park. In addition, the City has identified the need for a parallel trunk line along the South Creek trunk sewer which will add significant wet weather capacity to this portion of the system.

Table 4.6.2 Targeted SSO Reduction (2026-2030)

	FY26-FY30
Inman Creek near Kansas Avenue Sewer Replacement	\$800,000
Sunset and Kickapoo near National Avenue	\$200,000
Smith Park to Silver Springs Park	\$3,000,000
South Creek Parallel Trunk Line	\$11,000,000
Targeted SSO Reduction Projects to be Identified	\$700,000

From 2026-2030, the City will invest approximately \$3,140,000 per year in these project categories for a total investment of \$15,700,000.

4.6.3 Project Schedule 2031-2035

From 2031-2035, the City will implement projects designed in earlier years and will use adaptive management to identify additional projects to be designed and implemented during this period.

Table 4.6.3 Targeted SSO Reduction (2031-2035)

	FY31-FY35
Targeted SSO Reduction Projects to be Identified	\$6,000,000

From 2031-2035, the City anticipates investing approximately \$1,200,000 per year in these categories with a total investment of \$6,000,000.

4.7 TREATMENT PLANT RENEWAL

The current AAP contemplates over \$40M in improvements at both WWTPs, including a new equalization basin at the NWTP. However, as the City continues to study the facilities, it does not appear that a new equalization basin will meet many of the program goals. Instead, the City will complete a master plan of both facilities that will inform investments now and in the future. There is still a need to invest significantly between 2021-2025 to rehabilitate existing facilities and to improve efficiency. Much of this spending is pushed out to the last 10 years, however, allowing the City to refine their plan to strategically invest in both facilities in a way that continues to optimize investments using information gained through other system rehabilitation, while maintaining their sterling record of wastewater treatment and corresponds with the goals of the ACJ.

One potential opportunity includes a possible decommissioning of outdated portions of the SWTP. The Southwest Wastewater Treatment Plant is a combination of two separate treatment trains. Plant 1 was constructed around 1978 and is nearing the end of its useful life. In addition, Plant 1 uses an archaic and energy-intensive process that results in a very high operational cost. A preliminary analysis indicates that there may be an opportunity to reconfigure the existing process, decommission and replace portions of Plant 1, and provide better treatment while saving \$1-\$2M/year in energy, alum, and maintenance costs.

4.7.1 Project Schedule 2021-2025

The City has completed several of the AAP projects ahead of schedule and has already implemented the polishing filter conversion. This project was initially estimated at \$6.2M and was recently completed for approximately \$2.5 million.

The City will begin a comprehensive master planning effort for both treatment facilities that will inform future investments. It is anticipated that this study will take several years and provide valuable information regarding future expansion, rehabilitation, and options to improve and optimize the treatment process at both facilities.

The City has begun construction on several other facility rehabilitation projects including improvements to the HVAC system in the laboratory and administrative buildings, including new fume hoods and HVAC systems, as well as on a dewatering pump station and grit handling

improvements for Pond 2. The City is also in the process of designing upgrades to the influent pumping station, headworks, and aeration basin, with implementation scheduled during this period.

Other facility rehabilitation projects have already been identified including clarifier launder covers at the SWTP, RAS valve replacements at the NWTP, improved solids handling at the NWTP, and upgrades to the biogas treatment train at the SWTP. The City will continue strategic investment in improving facility automation and data management which will allow staff to better track energy usage and identify opportunities to improve efficiency. We have implemented a new computerized maintenance system (CMMS) and are in the process of implementing a water information system (WIMS). We will continue to identify and evaluate projects that support our sustainability goals such as solar or renewal natural gas (RNG). Table 4.7.1 reflects the estimated investment in treatment plant renewal each year.

Table 4.7.1 Treatment Plant Renewal (2021-2025)

	FY21	FY22	FY23	FY24	FY25
Plant 2 Polishing Filter Upgrades	\$2,500,000				
Facility Master Plan	\$500,000	\$700,000	\$500,000		
Lab HVAC Improvements & Building Remodel	\$1,300,000				
Headworks/Plant 2 Improvements	\$600,000	\$300,000	\$3,000,000		
Pond 2 Pump Station and Grit Handling Facility	\$1,000,000				
Facility Rehabilitation	\$500,000	\$500,000	\$500,000	\$100,000	

From 2021-2025, the City will invest in the above project categories for a total of \$12,000,000 in treatment facility renewal.

4.7.2 Project Schedule 2026-2030

From 2026-2030, the City will begin implementing projects identified in the master planning efforts completed in previous years. It is anticipated that these improvements will include the decommissioning of Plant 1 and associated facility improvements as well as an expansion of the overall NTWP. The City anticipates replacing the blowers at the NWTP. As these studies are completed, the project schedule will be refined with additional detail in the City's annual reporting in anticipation of future investments.

Table 4.7.2 Treatment Plant Renewal (2026-2030)

	FY26-FY30
Plant 1 Decommission	\$8,000,000
NWTP Blower Replacement	\$800,000
NWTP Expansion	\$6,500,000

From 2026-2030, the City will invest approximately \$3,060,000 per year in these project categories with a total investment of \$15,300,000.

4.7.3 Project Schedule 2031-2035

The City will continue to implement projects identified in the previous master planning effort to ensure that the goals of the ACJ are met. The James River lift station is a critical component to the City's wastewater infrastructure and there may be opportunities to improve performance that will result in SSO reductions. The City has also identified potential needs for improved grease handling and upgrades to the headworks facility at the NWTP. In addition, other projects to be identified may include struvite control, further automation, facility rehabilitation, miscellaneous lift station upgrades, upgrades to Plant 2, alternative wet weather handling, energy savings, renewable energy investments, or other recommendations from the master planning efforts, project results, and data collection. The project list will be continuously refined as a result of adaptive management and the Integrated Planning process.

Table 4.7.3 Treatment Plant Renewal (2031-2035)

	FY31-FY35
James River Lift Station Improvements	\$10,000,000
Headworks/Grease Handling Improvements (NWTP)	\$5,000,000
Projects to be Identified	\$17,000,000

From 2031-2035, the City anticipates investing approximately \$6,400,000 per year in these categories with a total investment of \$32,000,000.

4.8 GREEN INFRASTRUCTURE

In 2019, the United States Congress amended the Federal Water Pollution Control Act (Clean Water Act) by ratifying the Federal Water Infrastructure Improvement Act (FWIA) to provide for an Integrated Planning process and to promote green infrastructure. The legislation specifically

allows for integration of all Clean Water Act requirements, including municipal wastewater and stormwater.

Consistent with the FWIA, the City's Integrated Planning efforts have yielded some great results in recent years. The most recent analysis confirms that investments made in green infrastructure yields a greater net benefit to water quality than a similar level of investment in SSO reduction. Direct investment in the sanitary sewer system is the fundamental basis of this program, however the goal of the Amended Consent Judgment, and ultimately the Clean Water Act, is to improve the quality of our lakes and streams. Through Integrated Planning, it is apparent that a portion of Springfield's efforts toward achieving compliance with the Clean Water Act should include projects that address stormwater as well as wastewater. Green Infrastructure initiatives which have a higher net benefit than corresponding wastewater initiatives will more effectively achieve the goals of the Clean Water Act, which ultimately saves sanitary sewer ratepayers money by avoiding more costly investments in efforts that have a lower net benefit to the community.

The City's Integrated Planning analysis has identified several potential projects such as Renew Jordan Creek, restoring Fassnacht Creek, and numerous other projects and programs to enhance streetscapes, increase tree canopy, and restore stream corridors to a more natural setting. In addition, this project category allocates funding in order to take advantage of future pollutant trading opportunities in accordance with EPA's 2019 update to the agency's Water Quality Trading Policy.

4.8.1 Project Schedule 2021-2025

The Green Infrastructure component of this plan will include projects, programmatic components, and pollutant trading opportunities. The City's Department of Public Works is responsible for maintaining public infrastructure related to stormwater conveyance and flood control. There are several opportunities identified to enhance stormwater projects with green infrastructure components that improve water quality.

Through the SROI component of the City's Integrated Plan, riparian restoration has been identified as a solution that achieves tremendous benefits to both water quality and the surrounding community. The City has identified several potential projects such as South Creek at National and Sunset Street; South Dry Sac at Stewart Avenue; and North Branch of Jordan Creek at Yates Avenue. These stream and riparian restoration projects are included to acquire, rehabilitate, and maintain waterways and drainage systems to enhance their natural function and aesthetic value to the community, taking advantage of the triple bottom line benefit. Other projects may include streetscapes, green alleys, and targeted investments based on watershed planning.

The plan also includes programmatic components such as tree canopy restoration, watershed planning efforts, and cost share programs to enhance the community's green infrastructure.

There are significant opportunities in the Upper James River and Sac River watersheds for pollutant trading that could result in a greater net benefit to the community. The James River and subsequent Table Rock Lake as well as Sac River and subsequent Stockton Lake are economic drivers for the Ozark region and contribute heavily to the quality of life in the region. Stakeholders in each of these watersheds are working to address water quality impairments through long-standing TMDLs. Considering these watersheds in the context of the City's Integrated Plan, it becomes apparent that much of the investment toward water quality, especially on the James River, is taking place

downstream of the community's drinking water source which has been identified as a very high priority for the Springfield community. Within this project category, Springfield will work with regional partners to leverage funding to address pollution sources in a way that is cost effective and achieves maximum benefit.

Green Infrastructure opportunities will be assessed and prioritized based on those that yield a competitive benefit to the community and water quality. Table 4.8.1 reflects the estimated investment in green infrastructure projects and programs each year.

Table 4.8.1 Green Infrastructure (2021-2025)

	FY21	FY22	FY23	FY24	FY25
Water Quality enhancements to Stormwater CIP	\$200,000	\$450,000	\$800,000	\$800,000	\$1,150,000
Riparian Restoration	\$200,000	\$450,000	\$500,000	\$500,000	\$500,000
Green Infrastructure Programs	\$100,000	\$250,000	\$450,000	\$500,000	\$500,000
Pollutant Trading Opportunities	\$100,000	\$100,000	\$110,000	\$120,000	\$120,000

From 2021-2025, the City will invest \$7,900,000 in Green Infrastructure Initiatives to improve water quality.

4.8.2 Project Schedule 2026-2030

From 2026-2030, the City will continue to use its Integrated Plan to identify opportunities for Green Infrastructure. Opportunities are anticipated to include projects, programmatic components and pollutant trading opportunities similar to what is identified in the previous period.

Table 4.8.2 Green Infrastructure (2026-2030)

	FY26-FY30
Water Quality enhancements to Stormwater CIP	\$5,500,000
Riparian Restoration	\$2,500,000
Green Infrastructure Programs	\$2,400,000
Pollutant Trading Opportunities	\$600,000

From 2026-2030, the City will invest approximately \$2,200,000 per year in these categories with a total investment of \$11,000,000.

4.8.3 Project Schedule 2031-2035

From 2031-2035, the City will continue to use its Integrated Plan and adaptive management strategies to identify and implement green infrastructure investments. Opportunities are anticipated to continue to include the categories of projects, programmatic components, and pollutant trading as described in earlier years.

Table 4.8.3 Green Infrastructure (2031-2035)

	FY31-FY35
Water Quality enhancements to Stormwater CIP	\$11,000,000
Riparian Restoration	\$3,500,000
Green Infrastructure Programs	\$3,500,000
Pollutant Trading Opportunities	\$600,000

From 2031-2035, the City anticipates investing approximately \$3,700,000 per year in these categories with a total investment of \$18,600,000.

4.9 OPERATIONS FACILITY

Since the City began implementation of the OCP in 2012, the number of employees working for the Department of Environmental Services has more than doubled. Environmental Services is currently housed alongside the Department of Public Works in the City's maintenance compound. Office/operational space here is limited and, with recent growth, the Department is struggling to find adequate accommodation for staff and equipment.

Environmental Services currently owns 200+ acres of buffer land adjacent to the SWTP and initial investigations show it could be an ideal place to consolidate its operations. This move would also make space available to the Department of Public Works at the existing compound.

4.9.1 Project Schedule 2021-2025

This project category allocates \$13 million toward constructing a new facility on the property north of the Southwest Wastewater Treatment Plant. This move will allow better coordination between collection system staff and treatment plant staff and fits well with the City's goal of becoming a more sustainable utility by positioning the department for more effective operations going into the future. Table 4.9.1 reflects the estimated investment in the facility each year.

Table 4.9.1 New Operations Facility (2021-2025)

	FY21	FY22	FY23	FY24	FY25
New Operations Facility	\$500,000	\$6,500,000	\$6,000,000		

From 2021-2025, the City will invest \$13,000,000 in constructing a new operations facility.

5.0 Implementation

The projects listed in the OCP and the 2021 Supplement represent a means of focusing resources in areas that are important to the community and focusing on solutions that are proven to be cost-effective. The approved OCP is adaptable to ensure consistency with the Integrated Plan, allowing Springfield to invest wisely in projects that mean the most to our community, in a way that protects the environment while being affordable to our rate payers.

5.1 Adaptive Management

Projects may be reprioritized based on continued flow monitoring, results of completed projects, and further evaluation on the local geologic conditions and their relationship to the extended infiltration periods experienced in Springfield. Costs included in the individual project estimates are based on current knowledge and information of the system. Throughout the development of each project, the cost-effectiveness will be evaluated, and funds may be reallocated to other projects within the OCP or 2021 Supplement. Within each of the proposed projects, the City will continue to explore new methods to achieve the overall goal of clean water through scheduling and prioritizing OCP projects in a more cost-effective manner. As stated in section 1.11.3 of the OCP, our goal is to better understand the system and to evaluate additional cost-effective I&I reduction strategies which will in turn decrease the cost of future capacity improvements and wet weather treatment. A comprehensive adaptive management strategy will cause our project lists to evolve as we learn more about our POTW as a whole and the successes of work performed.

5.2 Reevaluation

Section IX.A.9 of the ACJ states the City's proposed implementation schedule for the OCP "shall not extend beyond December 31, 2031 unless the State determines a higher level of service justifies a longer schedule." Section IX.A.10 of the ACJ requires the OCP to include a process "to reevaluate the effectiveness of efforts under the EAP and OCP and will include a process to reevaluate the commitments and timelines contain in the City's OCP. The City shall evaluate and may propose, updates or revisions to its OCP as necessary to ensure the City can meet its obligations, effectively and efficiently operate the POTW, and comply with its Operating Permits." Minor updates or revisions will not be considered modifications requiring court approval, subject to Section XXIV of the OCP. However, the City shall submit any proposed major revisions to the OCP to the State for review and approval in accordance with Section XXIV (Modification) of the Amended Consent Judgment. The OCP approved by MDNR and the Circuit Court in 2015 states "the City will submit an updated plan by July 1, 2025. The updated plan will include proposed Phase 3 improvements for the period beyond 2025." Following the adaptive management philosophy, the need to review and potentially adjust the scope and schedule of the OCP was anticipated and provided for within both the ACJ and the OCP.

This 2021 Supplement completes a review of OCP progress made to-date and provides a proposed updated listing of projects and programs for the AAP phase of the OCP with a new timetable for orderly completion of those commitments. The new timetable includes projects beyond 2025, the need for which was anticipated in the OCP, and will require an extension of time from the December 31, 2031 deadline contained in the ACJ to a new completion deadline of June 30, 2035. As a condition of this timeline extension, the City will submit an updated OCP plan by April 1, 2035 which will document the level of service (LOS) that has been obtained through the EAP and OCP

efforts and will either recommend additional projects and programs, if necessary, to achieve the goals of the ACJ or will state how the goals of the ACJ have been successfully completed.

5.3 Reporting

The ACJ, in Section XI.B, requires the City to submit an annual status report by March 31 of each calendar year. The annual status report is to cover the prior calendar year and contain a summary of the status and progress of all projects and programs that comprise the EAP and OCP. The City has consistently complied with this requirement and submitted the most recent 2019 annual status report to MDNR on March 30, 2020.

The City is proposing to adjust future reporting periods to align with the City's fiscal year, which runs from July 1 to June 30 of the subsequent calendar year. The revised deadline will facilitate the reporting of financial data and will bring the ACJ reporting into alignment with separate, but related, annual status reporting required for the City's National Pollutant Discharge Elimination System (NPDES) permit for the City's Municipal Storm Sewer System (MS4) and for the Springfield-Greene County Integrated Plan status as required for the City's Operating Permit for the SW Wastewater Treatment Plant. Aligning these three annual status reports with the City's fiscal year will promote consistency in data that may be contained in multiple status reports.

To transition from calendar year reporting to fiscal year reporting, the City proposes to not submit a calendar year report for 2020 in March of 2021, but instead prepare its next report to include an 18-month period ending June 30, 2021. The ACJ revised reporting deadline would be submitted to MDNR by September 30, 2021. Each subsequent annual report will cover a 12-month fiscal year ending June 30 and the annual status report will be due by September 30 of the same calendar year.

**IN THE CIRCUIT COURT OF GREENE COUNTY
STATE OF MISSOURI**

STATE OF MISSOURI ex rel.,)
ERIC SCHMITT, Attorney General)
Of Missouri, AND THE MISSOURI)
DEPARTMENT OF NATURAL)
RESOURCES, AND THE MISSOURI)
CLEAN WATER COMMISSION,)

Plaintiff,)

v.)

Case No. 31195CC1941

THE CITY OF SPRINGFIELD,)
MISSOURI,)

Defendant.)

**JOINT MOTION TO ENTER SECOND AMENDED CONSENT JUDGMENT
WITH ORDER ENTERING SECOND AMENDED CONSENT JUDGMENT**

Plaintiff State of Missouri, on behalf of the Missouri Department of Natural Resources (MDNR), filed a Petition against the Defendant, City of Springfield (City) (collectively the “Parties”) on or about May 31, 1995, concurrently with the lodging of a Consent Decree (1995 Consent Decree). The Petition alleged that the City violated the Missouri Clean Water Law and the conditions and limitations of the City’s Operating Permits issued to the City by MDNR. After successfully implementing the 1995 Consent Decree, the Parties sought and received this Court’s approval, pursuant to Paragraph 31 of the 1995 Consent Decree, to amend the Judgment and enter into an Amended Consent Judgment on May 15, 2012 (2012 Amended Consent Judgment). The Parties now seek the Court’s approval, pursuant to Paragraph XXIV(A) of the 2012 Amended Consent Judgment to enter into a Second Amended Consent Judgment.

WHEREAS on May 31, 1995, this Court entered a Consent Decree in the above-captioned matter. (1995 Consent Decree);

WHEREAS in accordance with Paragraph 31 of the 1995 Consent Decree the parties sought and received this Court's approval to enter an Amended Consent Judgment on May 15, 2012 (2012 Amended Consent Judgment);

WHEREAS Paragraph XXIV(A) of the 2012 Amended Consent Judgment authorizes modification by written agreement of all parties and approval of this Court for major modifications;

WHEREAS the City of Springfield has invested more than \$125 million in both Early Action and Foundation Projects as required by the 2012 Amended Consent Judgment;

WHEREAS the Early Action and Foundation Projects, along with other programs and activities implemented by the City of Springfield have successfully and cost-effectively restored portions of the City's sewer system, reduced peak wet weather sewer flows, and reduced sewer overflows;

WHEREAS following the successful implementation of the initial phase of the 2012 Amended Consent Judgment requirements, the Parties have reevaluated and agreed upon a further investment of \$175 million by the City, through 2035. The total \$300 million investment, from 2021 to 2035, will be delineated through the 2021 Supplemental Overflow Control Plan that will (1) further rehabilitate the City's sewer collection and treatment systems, (2) enhance sewer system performance during wet weather, (3) address defects in certain privately owned sewer facilities, (4) improve stormwater management, and (5) address other priority public infrastructure investments pursuant to the City of Springfield's approved Integrated Plan.

WHEREAS, the Parties have also made non-substantive updates (such as to the notice parties and signatories) as well as other clarifications to the proposed Second Amended Consent Judgment;

NOWTHEREFORE, pursuant to the authorization for amendment set forth in Paragraph XXIV(A) of the 2012 Amended Consent Judgment, the parties request this Court approve the Second Amended Consent Judgment to incorporate the 2021 Supplemental Overflow Control Plan as agreed to by the Parties as well as to make other non-material updates and clarifications.

Respectfully Submitted,

City of Springfield,

By: _____
Jan Y. Millington, MO Bar # 35273
Deputy City Attorney
840 Boonville Ave.
Springfield, MO 65802
(417) 864-1645
FAX: (417) 864-1551
jmillington@springfieldmo.gov (email)

State of Missouri,
ERIC S. SCHMITT
Attorney General

By: _____
Timothy P. Duggan, MO Bar # 27827
Assistant Attorney General
Missouri Attorney General's Office
221 West High St
Jefferson City, MO 65101
(573) 751-9802
FAX: (573) 751-5660
tim.duggan@ago.mo.gov

One-rdg. X
P. Hrngs.
Pgs. 13
Filed: 03-16-21

Sponsored by: McGull

First Reading:

Second Reading:

COUNCIL BILL 2021- 071

SPECIAL ORDINANCE

AN ORDINANCE

1 AUTHORIZING the City Manager, or his designee, to apply to the United States
2 Department of Housing and Urban Development for Federal Fiscal
3 Year 2021 Community Development Block Grant and HOME
4 Investment Partnership Program funds under the Consolidated Plan,
5 to accept Community Development Block Grant and HOME
6 Investment Partnership Program funds, to enter into any necessary
7 agreements to carry out the grants, and to exercise any and all
8 powers necessary to implement selected projects; selecting projects
9 for funding for the City of Springfield Fiscal Year 2021-2022;
10 reaffirming the Community Development Objectives and Priorities;
11 and declaring that this Ordinance qualifies as a one-reading bill
12 pursuant to City Charter Section 2.16(25). (City Council is not
13 expected to vote on this Ordinance after the first reading on March 22,
14 2021.)
15 _____
16

17 WHEREAS, it is anticipated that the City of Springfield, Missouri, will receive
18 approximately \$1,627,327 in Community Development Block Grant ("CDBG") funds and
19 approximately \$1,050,047 in HOME Investment Partnership Program ("HOME") funds
20 for the Fiscal Year beginning July 1, 2021; and
21

22 WHEREAS, CDBG proposals were received at a joint public hearing of City
23 Council and the Citizens' Advisory Committee for Community Development ("CACCD")
24 on January 12, 2021; and
25

26 WHEREAS, City staff prepared recommendations on discretionary project
27 funding and said recommendations were reviewed by the CACCD at their January 26,
28 2021 meeting; and
29

30 WHEREAS, pursuant to Resolution 8720, which is attached hereto as "Exhibit
31 D," the CACCD's role is to provide City Council with comments regarding Staff's
32 recommendations; and
33

34 WHEREAS, the CACCD determined that CACCD member comments, if any, will
35 be provided to City Council verbally by the CACCD Chair during the March 22, 2021,
36 City Council first reading and public hearing; and
37

38 WHEREAS, in order to meet HUD deadlines, and allow for adequate public
39 comment, an ordinance authorizing the City to make application must be adopted by
40 April 26, 2021; and
41

42 WHEREAS, pursuant to City Charter Section 2.16(25) this Ordinance qualifies as
43 a one-reading bill because it relates to the acceptance of a grant from a federal agency.
44

45 NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF
46 SPRINGFIELD, MISSOURI, as follows, that:
47

48 Section 1 – The City Manager, or his designee, is hereby authorized to make
49 application to HUD for grant funding in the amount of \$1,627,327 in CDBG funds and
50 \$1,050,047 in HOME funds, for those projects set out in “Exhibits A and B,” said exhibits
51 being attached hereto and incorporated herein by this reference.
52

53 Section 2 – The City Manager, or his designee, is hereby authorized to accept
54 funding and implement those projects set out in “Exhibits A and B,” upon acceptance
55 and approval by HUD of such application and agreement, and to do all things necessary
56 and convenient to carry out any CDBG or HOME grants awarded in connection with
57 said application, including the execution of contracts, provided the form of the contract
58 is approved by the City Attorney.
59

60 Section 3 – City Council authorizes the City Manager, or his designee, to file a
61 final statement of Community Development Objectives and a HOME Program
62 Description with HUD as set out in Section 1 and 2 of this Ordinance.
63

64 Section 4 – City Council hereby authorizes the City Manager, or his designee, to
65 exercise any and all powers necessary or convenient to obtain Community
66 Development funding and implement those projects set out in “Exhibits A and B,”
67 including the right to execute a sub-grant agreement or agreements for the
68 administration of said projects, provided that the form of the agreement or agreements
69 is approved by the City Attorney.
70

71 Section 5 – City Council hereby reaffirms the Community Development
72 Objectives and Priorities, attached hereto as “Exhibit C” and incorporated herein by this
73 reference.
74

75 Section 6 – City Council hereby finds and declares that this Ordinance relates to
76 the acceptance of a grant from a federal agency and pursuant to Section 2.16(25) of the
77 City Charter, this Ordinance may be passed in one reading. This Ordinance shall be in
78 full force and effect from and after passage.
79

80 Passed at meeting: _____

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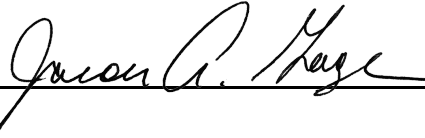
94

Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: , Assistant City Attorney

Approved for Council action: , City Manager

EXPLANATION TO COUNCIL BILL 2021-071

FILED: 03-16-21

ORIGINATING DEPARTMENT: Planning and Development Department

PURPOSE: Authorizing the City Manager, or his designee, to apply to the United States Department of Housing and Urban Development (HUD) for Federal Fiscal Year 2021 Community Development Block Grant (CDBG) and HOME Investment Partnerships Program (HOME) funds under the Consolidated Plan, to accept Community Development Block Grant and HOME Investment Partnership Program funds, to enter into any necessary agreements to carry out the grants, and to exercise any and all powers necessary to implement selected projects; to select projects for funding for the City of Springfield Fiscal Year 2021-2022; to reaffirm the Community Development Objectives and Priorities; and to declare that this Ordinance qualifies as a one-reading bill pursuant to City Charter Section 2.16(25). (City Council is not expected to vote on this Ordinance after the first reading on March 22, 2021.)

BACKGROUND INFORMATION: The City is applying for \$1,627,327 in CDBG funds and \$1,050,047 in HOME funds for the next fiscal year beginning July 1, 2021. The CDBG funding recommendations of the Planning and Development Department Staff are described in "Exhibit A," attached hereto. "Exhibit B" is the HOME Program Description for the use of HOME funds, which are principally dedicated to affordable rental housing rehabilitation and affordable new infill rental housing construction. The Community Development Objectives and Priorities for the program are described in "Exhibit C".

CDBG proposals were received and a joint public hearing was held on January 12, 2021, before City Council and the Citizens' Advisory Committee for Community Development (CACCD). Following the joint public hearing, the Planning and Development Department Staff rated the projects as high, medium, or low priority activities in meeting objectives and priorities of the City Council and federal CDBG requirements, pursuant to City Council Resolution 8720, attached as "Exhibit D". The CACCD held a public hearing on January 26, 2021 to review the staff assessment and recommendations in concert with the Staff. During the January 26, 2021 public hearing, a determination was made by the CACCD that CACCD member comments (if any) will be provided to City Council verbally by the CACCD Chair during the March 22, 2021 City Council First Reading and Public Hearing.

In order to meet HUD deadlines, an ordinance authorizing the City to make application must be adopted by April 26, 2021, to allow public review and comment prior to submission of the application to HUD. This Ordinance qualifies as a one-reading bill pursuant to City Charter Section 2.16(25) because it relates to the acceptance of a grant from a federal agency.

REMARKS: No other public comments have been received at this time.

Submitted by:


Bob Jones, Grants Administrator

Recommended by:


Mary Lilly Smith, Director

Approved by:

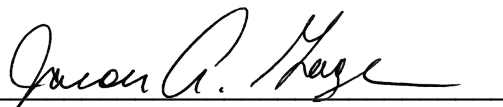

Jason Gage, City Manager

EXHIBIT A

**COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
PROPOSALS FOR FY 2021-22**

		Staff Recommendation				
PROJECT #	PROJECT NAME	SPONSOR	FY2021 STAFF RECOMMENDED	RE-PROGRAMMED FUNDS	CHAP REVOLVING INCOME OR PY GRANT	COMMERICAL REVOLVING LOAN PROGRAM
PRIORITIES						
*/**AP-1	CDBG Administration	Dept of Planning and Development	162,732.00		179,566.00	
*/**AP-2	Planning and Neighborhood Conservation	Dept of Planning and Development	162,732.00		9,160.00	
*/**H-1	Comprehensive Housing Assistance Program (CHAP)	Dept of Planning and Development	733,504.10		11,589.27	
**ED-1	Commercial Loan Program	Dept of Planning and Development	0.00			1,349,000.00
PS-1	One Door	Community Partnership of the Ozarks	104,468.00			
***#H-2	Emergency Home Repairs	Ozarks Area Community Action Corporation	60,000.00		15,000.00	
***#H-3	Emergency Home Repairs	Catholic Charities of Southern Missouri, Inc.	60,000.00		15,000.00	
***#H-4	Emergency Home Repairs	Council of Churches of the Ozarks, Inc.	60,000.00		15,000.00	
***#H-5	Emergency Home Repairs	Habitat for Humanity of Springfield, Missouri, Inc.	60,000.00		15,000.00	
Total Priorities			1,403,436.10	0.00	260,315.27	1,349,000.00
DISCRETIONARY HOUSING						
H-6	Blue House Project	Drew Lewis Foundation, Inc.	0.00			
Total Housing			\$ -	\$ -	\$ -	\$ -
DISCRETIONARY ECONOMIC DEVELOPMENT						
ED-2	Expanding Capacity to Build Racial Diversity and Inclusion...	Minorities In Business, Inc.	0.00			
Economic Development			\$ -	\$ -	\$ -	\$ -
DISCRETIONARY PUBLIC SERVICES						
*PS-2	Emergency Social Services Program	The Salvation Army	19,719.95			
*PS-3	Weekend Backpack Program	Ozarks Food Harvest	19,719.95			
*PS-4	LifeHouse Crisis Maternity Home, Residential and AfterCare Program	Catholic Charities of Southern Missouri, Inc.	23,771.99			
*PS-5	Harmony House Emergency Shelter Meals Program	Family Violence Center, Inc.	23,771.99			
*PS-6	Lunch Buddies Program/Focus Area Mentoring: One to One Mentoring	Big Brothers Big Sisters of the Ozarks	16,208.18			
*PS-7	Empowering Youth 2021-2022	Great Circle	23,771.99			
*PS-8	Making Sense of Money Financial Literacy Program	Community Partnership of the Ozarks	19,719.95			
*PS-9	McGregor in the Morning	Boys & Girls Club of Springfield, Inc.	13,995.01			
*PS-10	Rare Breed Youth Outreach Center	The Kitchen, Inc	23,771.99			
*PS-11	Strengthening Families in Crisis	The Crisis Nursery of the Ozarks	19,719.95			
*PS-12	Forensic Interviewer	The Child Advocacy Center, Inc	19,719.95			
Total Discretionary			\$ 223,890.90			
Grand Total			\$ 1,627,327.00			

* All proposed activities have been proportionately increased by from the estimated funding levels to match the actual HUD allocation amounts in these line items.

** Funded by Revolving Loans.

*** Partially or fully funded by Revolving Loans and prior year grants.

Expenditures may begin upon passage of the Ordinance.

EXHIBIT B

**PROGRAM DESCRIPTION FOR USE OF HOME FUNDS
2021-22 FISCAL YEAR**

LOANS FOR HOUSING REHABILITATION, NEW INFILL CONSTRUCTION, & DPA	\$ 737,047.00
CHDO SET-ASIDE*	\$ 158,000.00
CHDO OPERATING EXPENSES*	\$ 50,000.00
HOME ADMINISTRATION	\$ 105,000.00
TOTAL	\$ 1,050,047.00
HOME PROGRAM INCOME MAY BE USED FOR ELIGIBLE HOME ACTIVITIES (ESTIMATE)	\$ 1,200,000.00

*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.

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 and non-Federal 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 benefitting 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 Affordability Strategy 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;
 - Comprehensive Housing Assistance Program (CHAP) Revitalization Area:
Area that is generally bounded by West By-Pass, Glenstone, and Interstate 44 and south to Grand Street plus Census Tract 4.
 - Commercial Property Rehabilitation and Assistance Areas:
Citywide
6. Funding commitments for HUD required homeless assistance and homeless prevention activities (such as central intake and coordination of services) are given a high priority.
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.

Exhibit D

Pub. Imp. _____
Govt. Grnt. _____
Emer. _____
P. Hrngs. _____
Pgs. 4
Filed: 12-14-99

Sponsored by: Gannaway

AMENDED

COUNCIL BILL NO. 99 - 437

RESOLUTION NO. 8720

A RESOLUTION

ADOPTING three new policies as a part of the City of Springfield, Missouri's Community Development Block Grant procedures which would include (1) a conflict of interest provision, (2) greater staff involvement in evaluation of projects, and (3) establishing a maximum for Community Development Block Grant discretionary projects in Federal fiscal year 2000 with a provision for increasing such amount in the future. (City Council Governmental Relations Committee recommends approval.)

WHEREAS, the application process for Community Development Block Grant funds is competitive among various community organizations; and

WHEREAS, the City Council wishes to avoid any conflict of interest, real or perceived, in the awarding of such funds; and

WHEREAS, such funds are limited in amounts available for discretionary projects; and

WHEREAS, the City Council desires to partially fund various projects rather than a few large projects; and

WHEREAS, the consideration of the granting of such funds should also include Council priorities and community needs which could be assisted by more staff participation in the evaluation of the various projects for consistency with priorities and identified needs.

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

That the City Council hereby adopts three new policies for the application process for the Community Development Block Grant funds which new policies shall read as follows:

Policy 1 - The application process for limited Community Development Block Grant funds is highly competitive. Members of

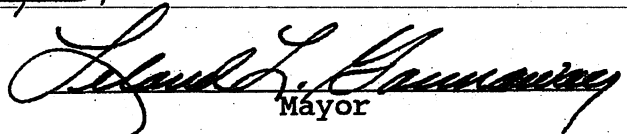
Exhibit D

the Citizens Advisory Committee for community development should exercise special care in order to preserve the integrity of the process and any appearance of impropriety or conflict of interest. Members are encouraged to seek advice from the City Attorney with respect to any questions which they may have concerning conflicts of interests or even the appearance of a conflict. A Committee member shall not be affiliated with any organization at the time an application for a Community Development Block Grant is made, or within a twelve month period preceding application. Affiliation is defined to mean serving as a board, committee or general member, a member of staff or involved in fund raising activities. If such a conflict exists, the Committee member shall no longer serve on the Committee.

Policy 2 - The City staff shall be involved in the evaluation of applications for Community Development Block Grant funds and include in this involvement a collaboration effort with other funding groups such as the United Way, Community Foundation and the Junior League with respect to Council's objectives and priorities for the community. This will permit a broader perspective on the agencies submitting applications and the projects to be considered. This evaluation shall also include a staff evaluation of budgets, financial data and the merits of the proposed activities. Staff should rate the projects as high, medium or low priority activities in meeting objectives and priorities of the City Council and federal CDBG requirements. The Citizens Advisory Committee will review with staff the staff assessment and recommendations and submit comments to the City Council. The City Council shall make the final decision on selection of projects and appropriation of funds. Public hearings shall continue as a part of the process of evaluating applications as outlined in the Citizen Participation Plan.

Policy 3 - No application should be granted for any one project in federal fiscal year 2000 for an amount that exceeds \$75,000.00. This amount may be raised in subsequent fiscal years if City Council determines such an increase is justified. In no event shall such an increase exceed three percent in any given year.

Passed at meeting: December 13, 1999


Mayor

Attest: David M. Giff, City Clerk

Approved as to form: R. Wright, City Attorney

Approved for Council action: Hammon, City Manager

N:\SHARE\CBILLS\am-cdbgpolicies.wpd

CACCD

Exhibit D

Aff. Agcy. Noticed Yes
Emergency Required No
P. Hrngs. Required No
Fiscal Note Required No
Board Rec. Required No
Sponsors Carlson, Chancellor,
Gibson and Rhodes

Date November 15, 1999

EXPLANATION TO COUNCIL BILL NO. 99-

ORIGINATING DEPARTMENT: Planning & Development

PURPOSE: To adopt a resolution for the Community Development Block Grant (CDBG) Program process to establish policy to 1) avoid the potential for conflict of interest, real or perceived, by the Citizen Advisory Committee for Community Development (CAC), 2) provide for greater staff involvement in evaluating projects based upon City Council's objectives and priorities, and, 3) establish a \$75,000 maximum for CDBG discretionary projects in Federal fiscal year 2000 that may be increased in subsequent years with an inflationary factor not to exceed three percent. (The City Council Governmental Relations Committee recommends approval.)

BACKGROUND:

Following the CDBG funding allocation last Spring, the City Council asked staff to survey other cities on the CDBG process, particularly on how other cities involved citizen committees. Staff contacted other communities that were similar in size and geographically linked, namely: Davenport, Iowa; Little Rock, Arkansas; Tulsa, Oklahoma; and, Topeka and Wichita, Kansas. All utilized committees in the process but the composition of those committees was vast. The only similarity between the cities was greater staff involvement. All cities, either had staff committees only in the evaluation and recommendation process, or they had staff composition on the committees. The timing for reporting back to the City Council coincided with completion of our five-year Consolidated Plan and became the topic, along with reaffirmation of City Council's objectives and priorities for the Consolidated Plan, of two recent City Council luncheons. Members of the City Council were in agreement on adoption of objectives and priorities for the Consolidated Plan without change from those previously adopted. There was general consensus among Council members that those objectives and priorities should drive the selection of projects for CDBG funding.

The City Council Committee on Governmental Relations was delegated the task of reviewing the process and recommending policy. Focusing on three primary questions involving CAC conflict of interest, staff evaluation of proposals and the issue of ongoing funding for projects, the Committee met on November 9 and unanimously voted to support the policies contained herein for the full City Council's adoption.

Exhibit D

REMARKS:

First, the resolution before the City Council will establish a provision intended to avoid the potential for a conflict of interest to occur as a result of CAC members having any form of affiliation with groups requesting funds. Because of the highly competitive nature of the funding process, this is a far reaching measure designed to avoid even the appearance of a conflict, although such conflict may not exist legally. Any member of the CAC would have to resign from the committee if such an affiliation existed at the time a request for funding was submitted or the twelve months prior to the submission. Current and future CAC members would sign and abide by the language spelled out in the Resolution.

There was a consensus of opinion that greater staff involvement would benefit the process. Staff would collaborate with other funding groups, such as the United Way, Community Foundation and Junior League, to obtain a broader perspective on the agencies submitting requests and the projects being considered. Staff would evaluate budgets, financial data and the merits of the proposed activities. Staff would review the discretionary submissions in context with City Council's objectives and priorities. Based upon the above evaluation system, staff would assess projects and make funding recommendations to the CAC and to the City Council. Staff would detail which projects were judged as high, medium or low priority activities in meeting objectives and priorities. The CAC would then review the staff assessment and recommendations and submit its comments and evaluation to the City Council. The City Council would, as always, make the final decisions on selection of projects and appropriation of funds. To assure public participation in the process, public hearings would continue as outlined in our Citizen Participation Plan.

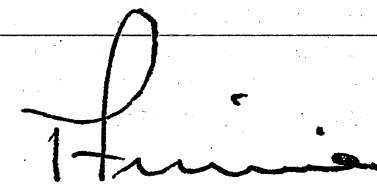
The Governmental Relations Committee was in agreement that a limitation on the ongoing funding of projects was contrary to allowing objectives and priorities to dictate which of the projects should be selected. The Committee did agree that a maximum amount that any one project could receive had merit. It was decided that \$75,000 was large enough to substantially fund the higher dollar requests and leave a sufficient amount to fund other projects that would fall into a high priority category. A small inflationary factor could be added if staff felt it was justified but should be limited to three percent in a given year.

Submitted by:

Approved by:



Director
Planning and Development Department



City Manager

One-rdg. X
P. Hrngs.
Pgs. 3
Filed 03-16-21

Sponsored by Lear

COUNCIL BILL 2021-072 RESOLUTION

A RESOLUTION

CONFIRMING the appointment of Thomas Spitzley to the College Station
Community Improvement District Board of Directors. (Staff
recommends approval.)

WHEREAS, the petition establishing the College Station Community
Improvement District ("CID"), adopted by passage of Special Ordinance 24924,
establishes the qualifications and process for appointing members to the CID's Board;
and

WHEREAS, said petition provides that CID Board members are appointed by the
Mayor with the advice and consent of City Council; and

WHEREAS, the Mayor desires to appoint Thomas Spitzley to the College Station
CID Board of Directors to fill an unexpired term; and

WHEREAS, City Council desires to confirm said appointments made by the
Mayor.

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

Section 1 – City Council hereby confirms the appointment of Thomas Spitzley to
the College Station Community Improvement District Board of Directors. Mr. Spitzley's
term shall expire on February 21, 2024.

Section 2 – This Resolution shall be effective immediately upon adoption.

Passed at meeting: _____

Mayor

Attest: _____, City Clerk

36 Filed as Resolution: _____

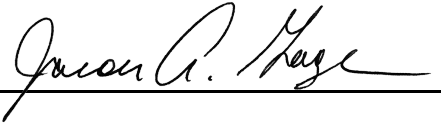
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39 Approved as to form: , Assistant City Attorney

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42 Approved for Council action: , City Manager

EXPLANATION TO COUNCIL BILL 2021- 072

FILED: 03-16-21

ORIGINATING DEPARTMENT: Planning and Development

PURPOSE: To confirm the appointment of Thomas Spitzley to the College Station Community Improvement District Board of Directors. (Staff recommends approval.)

BACKGROUND INFORMATION: As required by the petition establishing the College Station Community Improvement District ("CID"), the City Council must confirm appointees to the CID Board of Directors. The CID Board of Directors recommends the following individual be appointed to the Board:

<u>Seat</u>	<u>Name</u>	<u>Qualification</u>	<u>Term Expires</u>	<u>Notes</u>
4	Thomas Spitzley	Representative of real property owner in District	2/21/2024	New appointment to fill unexpired term

REMARKS: Staff recommends approval.

Submitted by:



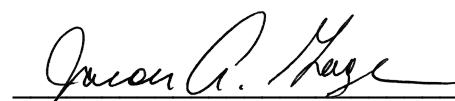
Matt D. Schaefer, AICP
Senior Planner

Recommended by:



Mary Lilly Smith, Director

Approved by:



Jason Gage, City Manager