

One-rdg. \_\_\_\_\_  
P. Hrngs. \_\_\_\_\_  
Pgs. 11  
Filed 05-15-18

Sponsored by Schilling

First Reading \_\_\_\_\_

Second Reading \_\_\_\_\_

COUNCIL BILL 2018-131

SPECIAL ORDINANCE \_\_\_\_\_

AN ORDINANCE

1 AUTHORIZING the City Manager, or his designee, to enter into the Watershed  
2 Committee of the Ozarks Sponsorship Agreement for the purpose of  
3 continuing to support the drinking water and water quality activities of  
4 the Watershed Committee.  
5 \_\_\_\_\_  
6

7 WHEREAS, the City of Springfield, Greene County, and City Utilities have  
8 sponsored the activities of the Watershed Committee since 1984.  
9

10 WHEREAS, this Agreement continues that relationship and makes needed  
11 clarifications to reflect operational improvements over time, and the result will be to  
12 continue to operate more efficiently and effectively to better serve the people of Greene  
13 County and the City of Springfield; and  
14

15 WHEREAS, the operation of the Watershed Committee has been efficient and  
16 effective to help advocate and improve water quality in our community; and  
17

18 WHEREAS, it is in the interest of the City to continue this longstanding and  
19 successful relationship and to constantly work together to continue to advocate for clean  
20 water and improve water quality for beneficial uses.  
21

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

25 Section 1 – The City Manager, or his designee, is hereby authorized to enter into  
26 the Watershed Committee of the Ozarks Sponsorship Agreement, said agreement to be  
27 substantially in the form and content as the document attached hereto and incorporated  
28 by reference as “Exhibit A.”  
29

30 Section 2 – This Ordinance shall be in full force and effect from and after  
31 passage.  
32

33 Passed at meeting: \_\_\_\_\_

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43  
44

\_\_\_\_\_

Mayor

Attest: \_\_\_\_\_, City Clerk

Filed as Ordinance: \_\_\_\_\_

Approved as to form: , Assistant City Attorney

Approved for Council action: , City Manager

## **EXPLANATION TO COUNCIL BILL 2018-131**

FILED 05-15-18

ORIGINATING DEPARTMENT: City Manager's Office

PURPOSE: This Ordinance will authorize the City Manager, or his designee, to enter into the Watershed Committee of the Ozarks Sponsorship Agreement for the purpose of continuing to support the drinking water and water quality activities of the Watershed Committee.

BACKGROUND INFORMATION: The Watershed Committee was originally formed in 1984 by agreement between the City of Springfield, City Utilities ("CU") and Greene County. The committee was originally formed as the Watershed Management Coordinating Committee with the purpose of coordinating the activities of the City, CU and the County with regard to protecting the community's drinking watershed areas. The Committee consists of six members, with one appointed representative from each of the City, CU, and the County and three at-large members. Since its formation the Watershed Committee has become a widely-recognized model of interagency cooperation.

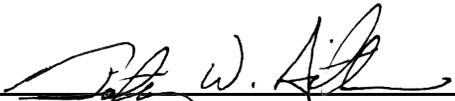
Funding for the Committee is shared by the three agencies on a 60-20-20 basis, with CU providing 60 percent of the Committee's annual base budget and the City and County each providing 20 percent. Since the advent of EPA-mandated stormwater permits for both the City and County, the Watershed Committee has served a key role in helping provide mandated public education and outreach for stormwater quality.

The original 1984 agreement was updated in 2002. Recent review has shown that a number of provisions in the 2002 agreement are outdated. The agreement attached as "Exhibit A" reflects current operating conditions. For example, in the 2002 agreement, the Director was classified as a City employee. Today, the Director is an employee of the Committee.

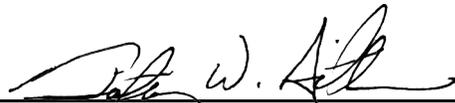
This Ordinance supports the following Field Guide 2030 goal(s): Chapter 6, Growth Management and Land Use; Objective 5b, maintain high water quality and increase water quantity by securing and improving water resources for future generations. Chapter 8, Natural Environment, Major Goal 2, support local environmental/conservation nonprofits; Major Goal 8, support environmental/conservation education; Major Goal 13, use our public water supplies more efficiently, reduce waste, reduce the use of public drinking water for non-potable uses, and encourage water conservation practices in the community; Major Goal 16, maintain or restore the pre-development hydrology of our watersheds and protect our waterways from pollution.

REMARKS: The attached agreement has been reviewed by staff and legal counsel for the City, CU and the County and is recommended for approval by the City Manager's office, Board of Public Utilities, and County Commission.

Submitted by:

  
\_\_\_\_\_  
Tim Smith, City Managers' Office Liaison

Recommended by:

  
\_\_\_\_\_  
Tim Smith, City Manager's Office Liaison

Approved by:

  
\_\_\_\_\_  
Greg Burris, City Manager

## Exhibit A

### WATERSHED COMMITTEE OF THE OZARKS SPONSORSHIP AGREEMENT

This Agreement, made and entered into this 1<sup>st</sup> day of May, 2018 by and between the City of Springfield, Missouri, a municipal corporation hereinafter referred to as the "City", Greene County, Missouri, hereinafter referred to as the "County", the Board of Public Utilities of the City of Springfield, Missouri, hereinafter referred to as "CU", these three aforementioned parties hereinafter collectively referred to as "Sponsors", and the Watershed Committee of the Ozarks, Incorporated, hereinafter referred to as "Corporation", for the purpose of sponsoring the Corporation and its efforts.

WHEREAS, on August 22, 1984, an agreement was entered into between the Sponsors establishing the Watershed Management Coordinating Committee; and

WHEREAS, the Watershed Management Coordinating Committee was established on August 22, 1984, as a citizens' advisory committee with the Sponsors providing financial support; and

WHEREAS, the City, the County and CU have established a not-for-profit corporation under Chapter 355, R.S. Mo. 1986, the Watershed Committee of the Ozarks, Inc., hereinafter referred to as the "Corporation"; and

WHEREAS, the Sponsors have established the Corporation to aid in the protection of the water and watersheds that are currently supplying the Springfield community with drinking water and all other watersheds in Southwest Missouri that are recognized as potential long-term water sources for the Springfield community; and

WHEREAS, the mission of the Watershed Committee of the Ozarks, Inc. is: "to sustain and improve the water resources of Springfield and Greene County through education and effective management of the region's watersheds"; and

WHEREAS, the Sponsors and the Corporation desire to change the January 29, 2002 agreement by: 1) omitting language in the previous agreement stating the Director of the Corporation is a contract employee of the City paid by the City, 2) adding that the Corporation helps the City and County maintain compliance with their Federally required municipal separate storm sewer permits by providing public education and outreach, 3) acknowledging agreement to strive for the original 60%-20%-20% shared investment ratio of CU, the City, and County respectively for the Corporation, and 4) simplifying confusing language in old agreements regarding terminology used to refer to the board of the Corporation.

NOW, THEREFORE, for the consideration hereinafter expressed, it is agreed by and between the parties hereto as follows:

1. The City, County, and CU have established a not-for-profit corporation pursuant to Chapter 355, R.S. Mo. 1986 to encourage and promote, by appropriate means, the protection of the drinking water supplies of the Springfield community. The Corporation shall provide the services described herein to the parties.

2. The Corporation agrees to provide an annual report, including a financial statement, to all Sponsors detailing the activities of the Corporation for the calendar year.

3. The Sponsors desire to maintain financial support of the Corporation in accordance with the original agreement wherein City Utilities provided 60 percent, and the City and County each provide 20 percent of the operating budget. The actual percentage of funding provided each sponsor in any given year will be set forth in the annual joint funding memorandum between Sponsors and Corporation.

4. It is intended that this Agreement provide for the continuation of the work of the Corporation; and to that end, the Corporation agrees to submit a proposed annual operating budget to the Sponsors for each calendar year for approval setting forth in general the services which the Corporation will provide for the Corporation's operating year. The proposed annual operating budget shall be forwarded to the Sponsors in adequate time to meet their budget and fiscal year cycles. The Corporation's annual operating budget to be provided by each of the Sponsors for subsequent years shall be provided for in an annual joint funding memorandum by and between the Sponsors, which shall be signed by the Chief Executive Officer of each Sponsor and attached to this Agreement. The Chief Executive Officer of each Sponsor may sign the memorandum upon the approval of funds in the Sponsor's budget.

5. The Board of Directors of the Corporation is responsible for the management of the Corporation. The current Corporation Board of Directors has six members, hereinafter referred to as Board Members, one member appointed by each of the three Sponsors and three at-large members appointed by the Board of Directors with the approval of each Sponsor. The July 12, 1989, Agreement authorized three-year terms for Board Members with service limited to a maximum of two full consecutive three-year terms. Terms of new Board Members shall be initially staggered for one, two, and three years in order to provide for sequencing terms of service.

6. The Corporation, in an advisory capacity, shall have the following responsibilities:

a. To foster protection of all current and future potential drinking water supplies of the Springfield community and more specifically, to advocate and provide public education and outreach for:

- adequate amounts of high quality drinking water for present and future populations,
- maintaining those aspects of the water supply that lead to its current high quality, improving those aspects which most threaten to degrade it, and
- maintaining the proper balance between future development and the protection of the environment within those watersheds.

b. To promote the adoption of goals, objectives, policies and regulations for watershed management by CU, local governments in the watershed areas, the Missouri Clean Water Commission, and other appropriate state and federal agencies, including the municipal separate storm sewer permits.

- c. To review major public and private projects within the municipal water supply watersheds, and to submit written comments and reports to the City, the County, and CU regarding the consistency of these projects with watershed management goals, objectives, and policies, as needed.
- d. To educate the public about the importance of protecting public water supplies, and about how individuals and businesses can do their part to protect the area's public water supplies.
- e. To recommend programs and activities to enhance the area's capacity to manage its watersheds.

8. All previous agreements for sponsorship of the Watershed Management Coordinating Committee shall be terminated upon the Corporation commencing to provide services under this Agreement.

9. This Agreement shall be in full force and effect from the date of execution until such times as all parties agree a revision of the agreement is required.

10. CONFLICT OF INTEREST. No salaried officer or employee of the City, and no member of the City Council or the Board of Public Utilities shall have a financial interest, direct or indirect, in this Agreement that is in violation of Section 19.16 of the Springfield City Charter. A violation of this provision renders the Agreement void. Federal regulations and state law shall not be violated. No family members of, and no salaried officer or employee of the City, County, or City Utilities, and no member of the City Council, County Commission, or the Board of Public Utilities shall serve on the WCO board.

11. RIGHT OF AUDIT. Corporation's Books and Records. The Corporation shall keep accurate reports and other records showing in full detail the costs for services rendered. Any Sponsor may examine, at its own expense, at any time during regular business hours, such time and expense reports at Corporation's office, and the Corporation agrees that it will produce such records whenever reasonably required by any Sponsor.

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

13. JURISDICTION. This Agreement and every question arising hereunder shall be construed or determined according to the laws of the State of Missouri. Should any part of this Agreement be adjudicated, venue shall be proper only in the Circuit Court of Greene County, Missouri.

14. NOTICES. All notices required or permitted hereunder and required to be in writing may be given by first class mail, addressed to City at 840 Boonville, Springfield,

Missouri 65802; the Corporation at 2400 E. Valley Water Mill Rd., Springfield MO, 65803; CU at 301 E. Central St. Springfield MO, 56802; and the County at 940 Boonville, Springfield, Missouri 65802. The date of delivery of any notice shall be the date falling on the second full day after the day of its mailing.

15. ENTIRE AGREEMENT. This Agreement contains the entire agreement between the parties respecting the matters herein set forth, and supersedes all prior agreements between the parties hereto about such matters. This Agreement may be executed in any number of counterparts, which together shall constitute the agreement of the parties.

16. DISCRIMINATION. The Corporation agrees, in the performance of this Agreement, not to discriminate on the grounds of or because of race, creed, color, national origin or ancestry, sex, religion, age, handicap, or political opinion or affiliation, against any employee of the Contractor of applicant for employment, and shall include a similar provision in all subcontracts let or awarded hereunder.

17. AGENCY. Each party is responsible only for its own acts and omissions and those of its agents, employees, and officials in connection with this Agreement. The Corporation and its contractors and employees are not an agent of any other party or parties. The Corporation's Executive Director and other staff are not an employee of any Sponsor and are not entitled to any benefit available to an employee of any Sponsor.

18. DURATION and TERMINATION. This Agreement shall remain in full force and effect for one year from its effective date, up to and including April 30, 2019, and may be extended in one year increments up to and including five years with the mutual assent of the parties. This Agreement may be terminated for good cause with thirty (30) days written notice to the other parties, for no cause or any cause with sixty (60) days written notice to the other parties. In the event that funds are not appropriated for the purposes of this Agreement, the parties may terminate this Agreement immediately. If one party terminates this Agreement, then this Agreement remains effective with respect to the other parties.

19. HOLD HARMLESS. The Parties agree to hold each other harmless except for any actionable acts or omissions committed by their respective employees in the ordinary course and scope of their official duties. The Sponsors assume no liability by virtue of this Agreement and expressly reserve all rights, privileges, immunities and defenses available at law or equity with respect to the alleged acts or omissions of any of their respective employees and officials.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

GREENE COUNTY COMMISSION

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Bob Cirtin, Presiding Commissioner

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Harold Bengsch, Commissioner

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Lincoln P. Hough, Commissioner

ATTEST:

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Shane Schoeller, County Clerk

AUDITOR CERTIFICATION

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 anticipated revenue appropriated for payment of same.

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Cindy Stein, CPA, Greene County Auditor

APPROVED AS TO FORM:

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County Counselor

CITY OF SPRINGFIELD, MISSOURI:

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Greg Burris, City Manager

ATTEST:

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City Clerk

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.

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Director of Finance or Acting Director

APPROVED AS TO FORM:

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City Attorney or Assistant City Attorney

CITY UTILITIES OF SPRINGFIELD,  
MISSOURI:

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Scott Miller, General Manager

APPROVED AS TO FORM:

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General Counsel