

**IN THE CIRCUIT COURT OF GREENE COUNTY  
STATE OF MISSOURI**

**STATE OF MISSOURI ex rel.,** )  
**CHRIS KOSTER, Attorney** )  
**General of Missouri, AND THE** )  
**MISSOURI DEPARTMENT OF** )  
**NATURAL RESOURCES, AND** )  
**THE MISSOURI CLEAN WATER** )  
**COMMISSION,** )

*Filed*  
*4/27/2021*  
*Greene County*  
*Circuit Court*  
*Division 1*

**Plaintiff,** )

**v.** )

Civil Action No. 31195CC1941

**THE CITY OF SPRINGFIELD,** )  
**MISSOURI,** )

**Defendant.** )

**SECOND AMENDED CONSENT JUDGMENT**

Plaintiff State of Missouri, on behalf of the Missouri Department of Natural Resources (MDNR), filed the Petition against the City of Springfield (City) 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, Chapter 644, RSMo, and the conditions and limitations of the City's Operating Permits issued to the City by the MDNR. The Parties now seek the Court's approval of a second amendment to their agreement in accordance with Section XXIV of the 2012 Amended Consent Judgment.

**RECITALS**

Whereas, the City is a municipality organized and existing under the laws and constitution of the State of Missouri; and

Whereas, the City owns and operates two (2) wastewater treatment facilities (WWTFs) and the associated waste collection and transmission system (WCTS) that consists of about 1,200

miles of pipe, all collectively referred to as a publicly owned treatment works (POTW). The Southwest wastewater treatment facility is located in the NE ¼, Section 7, T28N, R22W, Greene County. Effluent from this facility discharges to Wilson Creek pursuant to Operating Permit number MO-0049522. The Northwest wastewater treatment facility is located in the NE ¼, Section 34, T30N, R22W, Greene County. Effluent from this facility discharges to the Little Sac River pursuant to Operating Permit number MO-0103039; and

Whereas, the State and the City entered into a Consent Decree filed in the Circuit Court of Greene County, Missouri on May 31, 1995 captioned *State of Missouri ex rel. the Missouri Clean Water Commission and Missouri Department of Natural Resources v. City of Springfield, Missouri*, Case No. 195-CC-1941 (the 1995 Consent Decree) which is amended herein; and

Whereas, the City has fulfilled the injunctive relief obligations of the 1995 Consent Decree, but additional work was necessary to achieve compliance with the Missouri Clean Water Law, Chapter 644 and the federal Clean Water Act;

Whereas, the Parties entered into an Amended Consent Judgment that was entered by this Court on May 15, 2012 (the Amended Consent Judgment);

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 2012 Amended Consent Judgment requirements, the Parties have agreed upon a further investment by the City of \$300

million through 2035 through a 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 owners 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 to this Judgment agree that a Second Amended Consent Judgment is necessary to effectuate the next round of infrastructure improvements in the City with a goal of complying with the Federal Clean Water Act and the Missouri Clean Water Law; and

Whereas, the City does not admit any allegations in the State's Petition and denies that it has willfully, knowingly, or negligently violated any provision of the Missouri Clean Water Law or the conditions or limits in its Operating Permits; and

Whereas, the City has waived the need for a financial affordability finding by MDNR pursuant to Section 644.145;

Whereas, except as otherwise provided herein with respect to the City's submittal of its OCP, the Parties agree that no further affordability determinations by MDNR shall be necessary under Section 644.145 within HB 89 (2011) in connection with any other type of submittal or report contemplated by this Second Amended Consent Judgment.

Whereas, the Parties have consented, without trial or adjudication of any issue of fact or law, to the entry of this Second Amended Consent Judgment to resolve this controversy in one judicial forum; and

Whereas, the Parties agree and the Court finds that settlement of the claims alleged in the Petition without litigation or trial of any issues is fair, reasonable, and in the public interest, and

the entry of the Second Amended Consent Judgment is the most appropriate way of resolving the claims alleged in the Petition.

Now therefore, the State and the City stipulate and agree as follows:

## **AGREEMENT**

### **I. JURISDICTION**

The Court has read Plaintiff's Petition and has been fully advised of its premises. The Court is satisfied that this Second Amended Consent Judgment amicably resolves the issues raised herein under the Missouri Clean Water Law, Sections 644.006 to 644.141, RSMo and the Federal Clean Water Act, and the Court finds that this Second Amended Consent Judgment does protect the public interest.

For purposes of this Second Amended Consent Judgment, this Court has jurisdiction over the subject matter of this action and over the Parties consenting hereto pursuant to the Missouri Clean Water Law, Chapter 644, RSMo. The Petition states a claim upon which relief may be granted against defendant pursuant to the Law. The Parties waive any and all objections they may have to the Court's jurisdiction to enter and enforce this Second Amended Consent Judgment.

### **II. VENUE**

Venue is proper in this Court pursuant to Section 644.076.1, RSMo, because the violations alleged in the Petition are alleged to have occurred in Greene County. For purposes of this Second Amended Consent Judgment, the City consents to venue in this Court.

### **III. BINDING EFFECT**

- A. The provisions of this Second Amended Consent Judgment shall apply to and be binding on the City, as defined in Section V below, and its officers, directors, employees, agents, servants, successors and assigns, and all persons, firms and corporations under contract

with the City to perform obligations of this Second Amended Consent Judgment and upon the State and its agencies, departments, representatives, employees, consultants, agents, successors, and assigns.

- B. Effective from the date of entry of this Second Amended Consent Judgment until its termination, the City shall make available a copy of this Second Amended Consent Judgment to any person or entity to which the City transfers ownership or operation of any portion of the POTW that is subject to the requirements of this Second Amended Consent Judgment. The City shall notify the State in writing of any successor in interest at least thirty (30) days prior to any such transfer. Any sale or transfer of the City's interests in or operating role with respect to the POTW shall not in any manner relieve the City of its responsibilities in meeting the terms and conditions of this Second Amended Consent Judgment, unless the State otherwise agrees in writing.
- C. The City shall make available a copy of this Second Amended Consent Judgment to each engineering, consulting, and contracting firm retained to perform the work or any portion thereof required by this Second Amended Consent Judgment upon execution of any contract relating to such work, and shall make available a copy to each engineering, consulting and contracting firm already retained to perform the work or any portion thereof required by this Second Amended Consent Judgment no later than thirty (30) days after the date of entry of this Second Amended Consent Judgment. Any action taken by any contractor or consultant retained by the City to implement the City's obligations under this Second Amended Consent Judgment shall be considered an action of the City for purposes of determining compliance with the Second Amended Consent Judgment.

#### IV. OBJECTIVES

The express purpose of the Parties entering into this Second Amended Consent Judgment is for the City to take all measures necessary to fulfill the requirements of the Federal Clean Water Act and the Missouri Clean Water Law and to achieve full compliance with the Law, the regulations promulgated thereunder, and the City's Operating Permits, with respect to the goal of eliminating:

- Wet-weather SSOs from the WCTS, and
- Prohibited Bypasses at the WWTFs

All plans, reports, construction, remedial maintenance, and other obligations in this Second Amended Consent Judgment or resulting from the activities required by this Second Amended Consent Judgment shall have the objective of compliance with the Federal Clean Water Act and the Missouri Clean Water Law, all applicable federal regulations, and the terms and conditions of the City's Operating Permits.

#### V. DEFINITIONS

- A. Unless otherwise defined herein, terms used in this Second Amended Consent Judgment shall have the meanings given to those terms in the Missouri Clean Water Law and the implementing regulations promulgated thereunder.
- B. The following terms used in this Second Amended Consent Judgment shall be defined as follows:
1. "1995 Consent Decree" shall mean Consent Decree number 195-CC-1941 filed on May 31, 1995, in the Circuit Court of Greene County.
  2. "Amended Consent Judgment" shall mean the Amended Consent Judgment and all appendices attached thereto as entered by this Court on May 15, 2012.
  3. "Second Amended Consent Judgment" shall mean this Second Amended Consent Judgment and all appendices attached hereto.

4. “Approved level of service” shall mean maintaining the POTW to collect and treat wastewater flows and rainfall-derived infiltration and inflow flows according to prescribed metrics to be identified and defined in the approved Overflow Control Plan.
5. “Auxiliary treatment facilities” shall mean the use of physical, chemical and/or biological treatment processes specifically designed to treat wet-weather flows that exceed the peak capacity of a treatment work as an alternative to a Bypass, as defined in 40 CFR 122.41(m).
6. “Basin” shall mean a section of the City’s WCTS that is a distinct drainage or wastewater collection area and designated as such by the City.
7. “Best efforts” shall mean the following:
  - A. For purposes of Section XXIV, Subsection D, “best efforts” includes, but may not be limited to, the City anticipating any potential financial or budgetary constraints and addressing the effects of any such constraint both (a) as it occurs and (b) after it has occurred, in order to prevent or minimize any resulting impacts or delays to the greatest extent possible.
  - B. For purposes of Section XIV (Force Majeure), “best efforts” includes, but may not be limited to, the City anticipating any potential force majeure event and addressing the effects of any such event (a) as it occurs and (b) after it has occurred, in order to prevent or minimize any resulting impacts or delays to the greatest extent possible.
8. “Building Backup” shall mean a wastewater backup into a building that is caused by blockages, flow conditions, or other malfunctions in the WCTS and contained within the building. A wastewater backup that is caused by blockages, flow conditions, or other malfunctions of a Private Service Connection Lateral is not a Building Backup.
9. “Bypass” as that term is defined in 40 C.F.R. § 122.41(m) means the intentional diversion of waste streams from any portion of a WWTF.
10. “Capacity-related SSO” shall mean any discharge, release or overflow from any part of the WCTS that is the result of the inability of that portion of the WCTS or portions of the WCTS to convey wet weather flows in excess of the design storm, and where that inability is not a result of a temporary blockage.
11. “City” or “Springfield” shall mean the City of Springfield, Missouri.

12. "CMOM" shall mean Capacity, Management, Operations, and Maintenance program.
13. The terms "day" or "days" as used herein shall mean a calendar day or calendar days. In computing any period of time under this Second Amended Consent Judgment, where the last day would fall on a Saturday, Sunday, federal or state holiday, the period shall run until the close of the next business day.
14. "Defendant" shall mean the City of Springfield, Missouri.
15. "Design" shall include the completion of detailed plans and specifications as needed to begin construction.
16. "Discharge Monitoring Report" or "DMR" is defined as the monitoring report which the City submits to the MDNR on a monthly basis pursuant to Section A of the City's Operating Permits No. MO-0049522 and MO-0103039 and any similar provision in any of the City's Operating Permits.
17. "Effective Date" shall mean the date upon which this Second Amended Consent Judgment is approved and signed by the Court.
18. "Excessive Inflow / Infiltration" or "Excessive I/I" shall have the meaning provided in 40 C.F.R. § 35.2005(b)(16).
19. "Force Main" shall mean any pipe that receives and conveys, under pressure, wastewater from the discharge side of a pump. A Force Main is intended to convey wastewater under pressure.
20. "Gravity Sewer Line" shall mean a pipe that receives, contains and conveys wastewater not normally under pressure, but is intended to flow unassisted under the influence of gravity.
21. "Infiltration" as defined by 40 C.F.R. § 35.2005(b)(20).
22. "Inflow" as defined by 40 C.F.R. § 35.2005(b)(21).
23. "I/I" shall mean the total quantity of water from inflow, infiltration, and precipitation-induced infiltration without distinguishing the source.
24. "Operating Permits" shall mean the City's Operating Permits No. MO-0049522 and MO-0103039 both effective August 9, 2002, and any such permit which succeeds either Permits No. MO-0049522 or MO-0103039, issued to the City pursuant to Chapter 644 RSMo and/or Section 402 of the Federal Clean Water Act, 33 U.S.C. § 1342, for the WWTF, and which are in effect at a particular time in question, and any final future approved, extended, modified or reissued permit.



25. "2021 Supplemental Overflow Control Plan" (SOCP) shall mean the City's written, long-term plan to provide conveyance and treatment of both dry-weather and wet-weather wastewater flows, as described in Section IX (2021 Supplemental Overflow Control Plan) below.
26. "Paragraph" shall mean a portion of this Second Amended Consent Judgment identified by Arabic numerals.
27. "Parties" shall mean the State of Missouri and the City of Springfield.
28. "Plaintiff" shall mean the State on behalf of the MDNR.
29. "Private Service Connection Lateral" shall mean any connection to the WCTS, not owned or operated by the City, used to convey wastewater from a building or buildings to that portion of the WCTS owned by the City.
30. "Prohibited Bypass" shall mean a Bypass within the meaning of 40 C.F.R. § 122.41(m) that has not been approved or is not approvable under 40 C.F.R. §122.41(m)(4). Blending, which is a practice of combining a partially-treated wastewater process stream with a fully-treated wastewater process stream, prior to discharge, is not considered a form of bypass.
31. "Publicly Owned Treatment Works" or "POTW" shall mean the WCTS and WWTF as defined in this Second Amended Consent Judgment.
32. "Pumping Station" shall mean facilities comprised of pumps which lift wastewater to a higher hydraulic elevation, including all related electrical, mechanical, and structural systems necessary to the operation of that pumping station.
33. "Receiving Stream" or "receiving water" or "receiving water body" shall mean water bodies that receive discharge from the WWTF and/or the WCTS, including but not limited to Wilson's Creek and the Little Sac River.
34. "Sanitary Sewer Overflow" or "SSO" shall mean an overflow, spill, diversion, or release of wastewater from or caused by the City's WCTS. This term shall include: (i) discharges to waters of the State of Missouri from the City's WCTS, and (ii) any release of wastewater from the City's WCTS to public or private property that does not reach waters of the State of Missouri; provided, however, that releases or wastewater backups into private properties that are caused by blockages or other malfunctions within a private property that is not owned or operationally controlled by the City are not SSOs for the purposes of this Second Amended Consent Judgment.

35. "Section" shall mean a portion of this Second Amended Consent Judgment identified by Roman numerals.
36. "State" shall mean the State of Missouri.
37. "Subbasin" shall mean a subdivision of a Basin as defined above.
38. "Subparagraph" shall mean a portion of a paragraph identified by lower case letters.
39. "Subsection" shall mean a portion of this Second Amended Consent Judgment identified by capital letters.
40. "Wastewater Collection and Transmission System" or "WCTS" shall mean the municipal wastewater collection and transmission system, including all pipes, Force Mains, Gravity Sewer Lines, lift stations, Pumping Stations, manholes and appurtenances thereto, which are owned or operated by the City and service the Basins and which flow to the WWTFs.
41. "Wastewater Treatment Facilities" or "WWTFs" shall mean the sewage treatment facilities operated by the City and located at 3301 South Highway FF and 4801 North Highway 13, Springfield, Missouri, and all components of such sewage treatment facilities.

## VI. SUBMISSIONS REQUIRING STATE APPROVAL

- A. **State Review:** After review of any plan, report or other item that the City is required to submit for approval to the State pursuant to this Second Amended Consent Judgment, the State shall notify the City in writing that the State: (a) approves the submission, in whole or in part; (b) approves the submission upon specified conditions; (c) disapproves, in whole or in part, the submission, providing the reasons for the disapproval and directing the City to modify the submission; or (d) any combination of the foregoing.
- B. **The City's Obligations Upon the State's Approval:** In the event of approval, or approval upon conditions by the State, the City shall proceed to take any action required by the plan, report or other item as approved by the State. However, where the State's approval on condition(s) equates to a disapproval in whole or in part, the City may invoke the procedures outlined in Section XV (Dispute Resolution).

- C. **The City's Obligations upon the State's Disapproval:** Notwithstanding the receipt of a disapproval notice pursuant to Subsection A above, the City shall proceed, at the direction of the State, to take technically severable action required by any non-deficient portion of the submission. Unless the City invokes dispute resolution regarding the disapproval within ninety (90) days of the City's receipt of the State's disapproval notice, or an alternate time period as mutually agreed, the City shall correct the deficiencies in the plan, report, or other item and resubmit it for approval within such 90-days or other agreed timeframe. Any stipulated penalties applicable to the initial submission, as provided in Section XIII, Subsection A, shall accrue during the ninety (90) day or other agreed period, but shall not be payable unless the resubmission is untimely or is disapproved in whole or in part; provided that, if the initial submission was so deficient as to constitute a material breach of the City's obligations under this Second Amended Consent Judgment, the stipulated penalties applicable to the initial submission shall be due and payable notwithstanding any subsequent resubmission.
- D. **Procedures for Resubmitted Plans:** In the event that the State is not willing to approve a resubmitted plan, report or other item, or portion thereof, the City shall be subject to stipulated penalties as provided in Section XIII, Subsection A, and the State may invoke Dispute Resolution, or again require the City to correct any deficiencies and resubmit all or part of the plan within ninety (90) days of receipt of the disapproval, if no other time frame is agreed upon, and/or the State may order the City to modify the submittal in a particular manner. The City, within thirty (30) days of receipt of the State's determination, shall proceed with any approved actions described in such plan, and shall either proceed in a manner consistent with the State's determination, or initiate the

formal dispute resolution provisions of this Second Amended Consent Judgment.

Unless the Court rejects the State's disapproval, stipulated penalties shall accrue from the date on which the initial submission was originally required.

- E. All plans, reports, and other items required to be submitted to the State under this Second Amended Consent Judgment shall, upon approval by the State or order of the Court, be enforceable under this Second Amended Consent Judgment.
- F. The State shall make good faith efforts to review and approve, or disapprove all submittals required by the required by the Second Amended Consent Judgment within ninety (90) days of the State's receipt of same. In the event that the State's review of any submittal exceeds ninety (90) days, then the City shall provide written notice to the State identifying all actions under this Second Amended Consent Judgment that will be delayed or otherwise affected by the State's extended review. If the City provides such notice in a timely manner, then the due date for all affected actions will be extended by the number of days beyond ninety (90) that the State requires to provide its approval or disapproval to the City unless the State invokes Dispute Resolution as to one or more of the City's asserted subsequent dependent milestones.

**VII. COMMUNICATIONS**

- A. Except as specified otherwise, when the Parties transmit written notification (including all reports) or communication required by or in conjunction with the terms of the Second Amended Consent Judgment with the State, the notification shall be addressed as follows:

As to the State:

Timothy P. Duggan, or his successor  
Assistant Attorney General  
State of Missouri Office of Attorney General

P.O. Box 899  
Jefferson City, Missouri 65102-0899

and

Kristi Savage-Clarke, or her successor  
Water Protection Program, Compliance and Enforcement Section Chief  
Missouri Department of Natural Resources  
P.O. Box 176  
1101 Riverside Drive  
Jefferson City, Missouri 65101

and

Cindy Davies, or her successor  
Southwest Regional Office Director  
Missouri Department of Natural Resources  
2040 W. Woodland  
Springfield, MO 65807

As to the City:

Jason Gage, City Manager, or his successor  
City of Springfield  
P.O. Box 8368  
840 Boonville Avenue  
Springfield, MO 65801-8368

and

Errin Kemper P.E., D.WRE, Director of Environmental Services, or his successor  
Department of Environmental Services  
City of Springfield  
P.O. Box 8368  
840 Boonville Avenue  
Springfield, MO 65801-8368

and

Rhonda Lewsader, City Attorney, or her successor  
City of Springfield  
P.O. Box 8368  
840 Boonville Avenue  
Springfield, MO 65801-8368

- B. Any party, upon written notification to the other Parties, may change the contact information for communications with that party. All notifications or communications shall be deemed submitted on the date they are postmarked and sent by first class mail or certified mail, return receipt requested.

**VIII. EARLY ACTION PROGRAM (EAP)**

- A. The City has timely implemented the approved EAP required under the Amended Consent Judgment.

**IX. OVERFLOW CONTROL PLAN (OCP)**

- A. The City shall implement the 2021 Supplemental Overflow Control Plan (SOCP) which MDNR approved on March 15, 2021 in accordance with the schedule therein. The City shall continue to evaluate and may propose updates or revisions to its SOCP as necessary to ensure the City can meet its obligations, effectively and efficiently operate the POTW, and comply with its Operating Permits. The City shall submit any proposed revisions to the SOCP to the State for review and approval in accordance with Section XXIV(Modification) of this Second Amended Consent Judgment.

**X. CERTIFICATION OF LEGAL AUTHORITY**

- A. The City hereby certifies that as to the POTW it has sufficient legal authority to:
  - 1. Require that public sewers and connections be properly designed and constructed;
  - 2. Require that there is proper installation, testing and inspection of new and rehabilitated sewers;
  - 3. Allow and require implementation of the general and specific prohibitions of the pretreatment program as defined in 40 CFR § 403.5;
  - 4. Prohibit excessive Inflow and provide mechanisms for requiring its removal; and

5. Control the introduction of fats, oil, and grease from commercial institutions and establishments.

B. The legal authority may be in the form of sewer use ordinances, service agreements, contracts or other legally binding mechanisms.

**XI. REPORTING**

A. The City shall verbally (or electronically as authorized in writing by MDNR) notify MDNR within 24 hours from the time the City becomes aware of any Bypass and each SSO event, with the exception of backups that are contained within a building, regardless of whether or not the discharge is a violation of the City's Missouri State Operating Permits. The City shall also submit a written report to MDNR within 5 days from the time the City becomes aware of any such Bypass or SSO as described above. The written report shall contain the date, time, location, estimated volume of the event, precipitation information (amount and duration), if any, and any additional information the City determines may be helpful in explaining the event and its circumstances, suspected causes, impacts, and/or response activities by the City.

B. Beginning twelve (12) months after the Effective Date of this Second Amended Consent Judgment, and every twelve (12) months thereafter until termination of the Second Amended Consent Judgment, the City shall prepare an annual status report to be submitted to the State by September 30 of each calendar year. The annual status report shall cover the prior calendar year and contain a summary of the status and progress of all projects and programs required by Section IX (2021 Supplemental Overflow Control Plan) of this Second Amended Consent Judgment, as set forth below:

1. A report on the status of development and implementation of all plans required by Sections IX (2021 Supplemental Overflow Control Plan), including the amount of money spent and the amount of work accomplished on each project, and a statement as to whether specific

scheduled milestone dates in the schedules included in each approved implementation plan were met.

2. A summary of non-compliant events required to be submitted under the City's current Operating Permits in accordance with the requirements of the permit.
3. The Sewer System Emergency Overflow Response Plan activities, including, but not limited to, the number of responses to SSOs and Prohibited Bypasses, the response times for each event, and actions taken to clean up and disinfect the site after the event.
4. The preventive maintenance activities listed in the CMOM Program Report. This shall include the number of miles, general area and percent of pipe segments which were inspected, cleaned, repaired or replaced; number and location of manhole inspections; a summary of all Force Main preventive maintenance activities; and any other or non capacity assurance related activity. The City will submit the information indicating proactive planning so that lines will be reassessed in a proactive manner.

C. The reports required by this Section shall adhere to the following requirements:

1. All reports required to be submitted in this Section shall contain a certification signed by the City's Director of Environmental Services, or his designee, a responsible official of the City, in accordance with Section XIX (Certification).
2. The reporting requirements of this Second Amended Consent Judgment do not relieve the City of any reporting obligations required by its Operating Permits, the Federal Clean Water Act, the Missouri Clean Water Law, or implementing regulations, or by any other federal, state, or local law, regulation, permit, or other requirement.
3. Any information provided pursuant to this Second Amended Consent Judgment may be used pursuant to Section XIX, Subsection B.
4. The City shall maintain a copy of any written reports prepared pursuant to this Section in accordance with Section XVII (Information Collection and Retention), below.

## **XII. FUNDING**

The City's duty to comply with the terms of this Second Amended Consent Judgment is not contingent on the receipt of federal or state grant funds or by the processing of any applications for the same.



**XIII. STIPULATED PENALTIES**

A. **Failure to Submit Timely and Complete Documents.** The City shall pay to the State of Missouri stipulated penalties, as set forth below, for each day the City fails to submit and/or complete any plans, reports, or other submittals as required under Sections VIII (Early Action Program), IX (Overflow Control Plan), and XI (Reporting) by the specified due dates, or to make the changes to those documents per the State’s comments within the required time frames. If a due date falls on a holiday or weekend, the due date shall be the following business day. The stipulated penalties for failure to meet each document submission date shall be as follows:

Period of Noncompliance	Penalty per Violation per Day
1st to 15th day	\$500
16th to 30th day	\$1,000
31st to 60th day	\$2,000
More than 60 days	\$2,500

B. **Identified Projects Subject to Stipulated Penalties.**

1. The City shall pay to the State of Missouri, as set forth below, for each day the City fails to substantially complete the following identified projects:
  - a. POTW improvement projects identified in the SOCP to be completed according to the timelines contained therein.

The stipulated penalties for failure to complete each project identified in this subsection shall be as follows:

Period of Noncompliance	Penalty per Violation per Day
1st to 15th day	\$500
16th to 30th day	\$1,000
31st to 60th day	\$2,000
More than 60 days	\$2,500

- 2. For each wet weather SSO that occurs from the POTW as a result of any failure by the City (including failure to implement its CMOM program and/or failure to implement projects according to the OCP) and lasts less than six (6) hours, the City shall be subject to a stipulated penalty of up to \$ 3,000 per event upon demand by the State. Wet weather SSO events lasting longer than six (6) hours shall be evaluated by the State on a case-by-case basis.
  
- C. Stipulated penalties shall automatically begin to accrue on the first day the City fails to meet any due date in the schedules of performance required by this Second Amended Consent Judgment or to satisfy any obligation or requirement of this Second Amended Consent Judgment and shall continue to accrue through the final day of the correction of the noncompliance or completion of the activity.
  
- D. Any stipulated penalties shall become due and payable within thirty (30) days after the City receives the State's written demand for payment of stipulated penalties, except as provided in Subsection E of this Section. Copies of any checks made payable to the State of Missouri shall be sent, along with the transmittal letters, to the State Attorney General's Office in accordance with Section VII, Subsection A. The City shall send notification of payments to all of the persons designated in Section VII (Communications).
  
- E. Stipulated penalties shall continue to accrue as provided in Subsections A through C of this Section during any Dispute Resolution, in accordance with Section XV, Subsection H. If the City does not prevail on the disputed issue, stipulated penalties shall be paid as provided below:

1. If the dispute is resolved by agreement or by a decision of the State that is not appealed to the Court, the City shall pay accrued penalties determined to be owing, together with interest, to the State within thirty (30) days of the effective date of the agreement or the receipt of the State's decision or order.
2. If the dispute is appealed to the Court, the City shall pay all accrued penalties determined by the Court to be owing, together with interest, within sixty (60) days of receiving the Court's final decision or order, except as provided in Paragraph 3, below.
3. If the Court's decision is appealed, the City shall pay all accrued penalties determined to be owing by the Court, together with interest, within thirty (30) days of receiving the final appellate court decision.

**XIV. FORCE MAJEURE**

- A. A "force majeure event," for purposes of this Second Amended Consent Judgment, is any event (other than a financial or budgetary event) beyond the control of the City, its contractors, or any entity controlled by the City that delays or prevents the performance of any obligation under this Second Amended Consent Judgment despite the City's best efforts to fulfill the obligation. Unanticipated increased costs or expenses associated with implementation of this Second Amended Consent Judgment and changed financial ability shall not, in any event, be considered a "force majeure event."
- B. If any event occurs or has occurred that may delay the performance of any obligation under this Second Amended Consent Judgment, whether or not caused by a force majeure event, the City shall provide notice verbally or by electronic or facsimile transmission as soon as possible, but not later than fourteen (14) days after the time the City first knew or should have known that the event might cause delay. Within ten (10) days thereafter the City shall provide in writing to the State an explanation and description of the anticipated duration of any delay, its cause(s), the City's past and proposed actions to prevent or minimize any delay, a schedule for carrying out those actions, the City's rationale for

attributing any delay to a force majeure event, and a statement as to whether, in the opinion of the City, such event may cause or contribute to an endangerment to public health, welfare or the environment. The City shall include with any notice all available documentation supporting the claim that the delay was attributable to a force majeure. Failure to comply with the above requirements shall preclude the City from asserting any claim of force majeure for that event for the period of time of such failure to comply, and for any additional delay caused by such failure.

- C. If the State agrees that a force majeure event has occurred, the State may agree to extend the time for the City to perform the affected requirements for the time necessary to complete those obligations. An extension of time to perform the obligations affected by a force majeure event shall not, by itself, extend the time to perform any other obligation, except to the extent that an obligation depends upon the obligation delayed due to a force majeure event. Where the State agrees to an extension of time, the appropriate modification shall be made pursuant to Section XXIV (Modification) of this Second Amended Consent Judgment and shall not require court approval.
- D. If the State does not agree that a force majeure event has occurred, or does not agree to the extension of time sought by the City, the State's position shall be binding, unless the City invokes Dispute Resolution under Section XV (Dispute Resolution). If the City elects to invoke the dispute resolution procedures set forth in Section XV (Dispute Resolution), it shall do so no later than thirty (30) days after receipt of the State's notice. In any such proceeding, the City shall have the burden of demonstrating that its position regarding the matter in dispute is supported by a preponderance of the evidence that the delay or anticipated delay has been or will be caused by a force majeure event, that the

duration of the delay or the extension sought was or will be warranted under the circumstances, that best efforts were exercised to avoid and mitigate the effects of the delay, and that the City complied with the requirements of Subsections A and B of this Section. If the City carries this burden, the delay at issue shall be deemed not to be a violation by the City of the affected obligation of this Second Amended Consent Judgment identified to the State and the Court.

#### **XV. DISPUTE RESOLUTION**

- A. Subject to the provisions of Section XX (Effect of Settlement/Reservation of Rights), the dispute resolution procedures of this Section shall be the exclusive mechanism to resolve disputes arising under the terms of this Second Amended Consent Judgment.
- B. **Informal Dispute Resolution.** Unless otherwise provided herein, any dispute subject to Dispute Resolution under this Second Amended Consent Judgment shall first be the subject of informal negotiations. A dispute shall be considered to have arisen when the City or the State sends a written Notice of Dispute. The Notice of Dispute shall state clearly the matter in dispute and the position of the Party. The period of informal negotiations shall not exceed sixty (60) days from the date the written Notice of Dispute is received, unless that period is modified by written agreement of the Parties. If the Parties resolve the matter by informal negotiations, they shall enter into a written memorandum memorializing the resolution of the dispute. If the Parties cannot resolve a dispute by informal negotiations, then the written position advanced by the State shall be considered binding unless, within thirty (30) days after the conclusion of the sixty day informal negotiation period or other agreed period, the City invokes formal dispute resolution procedures as set forth below.

- C. **Formal Dispute Resolution.** The City may invoke formal dispute resolution procedures, within the time period provided in the preceding Subsection, by serving a written Statement of Position regarding the matter in dispute. The Statement of Position shall include, but may not necessarily be limited to, any factual data, analysis, or opinion supporting the City's position and any supporting documentation relied upon by the City.
- D. The State shall serve its Statement of Position within thirty (30) days of receipt of the City's request for Formal Dispute Resolution. The Statement of Position shall include, but may not necessarily be limited to, any factual data, analysis, or opinion supporting that position and any supporting documentation relied upon by the responding Party. The State's Statement of Position shall be binding on the City, unless the City files a motion for judicial review of the dispute in accordance with the following Subsection.
- E. The City may seek judicial review of the dispute by filing in Court and serving on the State, in accordance with Section VII (Communications) of this Second Amended Consent Judgment, a Petition requesting judicial resolution of the dispute. The Petition for Review must be filed within sixty (60) days of receipt of the State's Statement of Position pursuant to the preceding Subsection. The Petition for Review shall contain a written statement of the matter in dispute, including any supporting factual data, analysis, opinion, or documentation, and shall set forth the relief requested and any schedule within which the dispute must be resolved for orderly implementation of the Second Amended Consent Judgment.
- F. The Court shall decide the dispute based on the Petition for Review and any responsive pleadings filed by the State; provided, however, the Court may allow evidence to be

heard on the matter in dispute at the request of either Party or on its own motion if evidence is necessary or helpful to resolution of the dispute. The Parties reserve the right to oppose the hearing of any such evidence.

G. Standard of Review

1. In any dispute brought under this Section, the City shall have the burden of proving by a preponderance of the evidence that its position is more appropriate under the circumstances than the State's position, and is consistent with the requirements of this Second Amended Consent Judgment and other applicable law.
2. The invocation of dispute resolution procedures under this Section shall not, by itself, extend, postpone, or affect in any way any obligation of the City under this Second Amended Consent Judgment, unless and until final resolution of the dispute so provides.

H. **Stipulated Penalties.** With respect to the disputed matter, stipulated penalties shall continue to accrue from the first day of noncompliance, but payment shall be stayed pending resolution of the dispute. If the City does not prevail on the disputed issue, Stipulated Penalties shall be assessed and paid as determined by the Court.

**XVI. RIGHT OF ENTRY**

A. The State and its representatives, including attorneys, shall have the right of entry into any facility covered by this Second Amended Consent Judgment at all reasonable times, upon presentation of credentials, to: (1) monitor the progress of activities required under this Second Amended Consent Judgment; (2) verify any data or information submitted to the State in accordance with the terms of this Second Amended Consent Judgment; (3) obtain samples and, upon request, splits of any samples taken by the City or its representatives, contractors, or consultants; (4) obtain copies of documentary evidence, including photographs and similar data; and (5) assess the City's compliance with this Second Amended Consent Judgment.

- B. Upon request, the City shall provide the State or its authorized representatives splits of any samples taken by the City. Upon request, the State shall provide the City splits of any samples taken by the State.

**XVII. INFORMATION COLLECTION AND RETENTION**

- A. The City shall maintain copies of any final reports, plans, permits, and documents submitted to MDNR pursuant to this Second Amended Consent Judgment, including any underlying research and data, for a period of five years from the date of submission. Where a contractor fails to retain such documents, and the City can demonstrate that the contractor's missing or destroyed documents contain the same information as documents in the possession of the City, the City shall not be liable for the contractor's failure to retain such documents. This information-retention requirement shall apply regardless of any contrary corporate or institutional policies or procedures. At any time during this information-retention period, upon request by the State, the City shall provide copies of any documents, records, or other information required to be maintained under this Subsection.
- B. At the conclusion of the information-retention period provided in the preceding Subsection, the City shall notify the State at least ninety (90) days prior to the destruction of any documents, records, or other information subject to the requirements of the preceding Subsection and, upon request by the State, the City shall make available to the State any such documents, records, or other information to the State for review for a period of ninety (90) days prior to destruction. The City may assert that certain documents, records, or other information is privileged under the attorney-client privilege or any other privilege recognized by federal or Missouri state law. If the City asserts such a privilege, it shall provide the following: (a) the title of the document, record, or



information; (b) the date of the document, record, or information; (c) the name and title of each author of the document, record, or information; (d) the name and title of each addressee and recipient; (e) a description of the subject of the document, record, or information; and (f) the privilege asserted by the City.

- C. The City may also assert in advance that information required to be provided under this Section is protected as Confidential Business Information (“CBI”) under 40 C.F.R. Part 2 or Section 644.026(21) RSMo, to the extent allowed under Chapter 610, RSMo, or other applicable law. As to any information that the City seeks to protect as CBI, the City shall follow the applicable procedures. Nothing herein limits or alters the applicable provisions of the Missouri Open Records Law, Chapter 610, RSMo.
- D. This Second Amended Consent Judgment in no way limits or affects any right of entry and inspection, or any right to obtain information, held by the State pursuant to applicable federal or state laws, regulations, or permits, nor does it limit or affect any duty or obligation of the City to maintain documents, records, or other information imposed by applicable federal or state laws, regulations, or permits.

#### **XVIII. PERMIT OBLIGATIONS**

- A. This Second Amended Consent Judgment does not authorize or approve the construction of any physical structure or facilities, or the modification of any existing treatment works or WCTS. Approval of such construction or modification shall be as required by applicable county, state, or federal laws or regulations, including applicable requirements of Missouri law and regulations with regard to permits.
- B. This Second Amended Consent Judgment is not and shall not be interpreted to be a permit or modification of any existing permit. This Second Amended Consent Judgment does not relieve the City of any obligation to apply for, obtain and comply with the

requirements of any new or existing Operating Permits or to comply with any federal, state or local laws or regulations.

- C. Where any compliance obligation requires the City to obtain a federal or state permit or approval, the City shall submit timely and complete applications and take all other actions necessary to obtain all such permits or approvals.

**XIX. CERTIFICATION**

- A. Any report, plan, or other submission that the City is required by this Second Amended Consent Judgment to submit, including reports, plans or other submissions that the City is required to submit by its Operating Permits, shall be signed by an official or authorized agent of the City and shall include the following certification:

*I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. The information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations. This certification requirement does not apply to emergency or similar notifications where compliance would be impractical.*

- B. The Parties shall not object to the authenticity of any report, plan, or other submission prepared in accordance with this Second Amended Consent Judgment or the information contained in said reports in any proceeding to enforce this Second Amended Consent Judgment.

**XX. EFFECT OF SETTLEMENT/RESERVATION OF RIGHTS**

- A. This Second Amended Consent Judgment resolves the claims for civil penalties and injunctive relief for violations alleged in the Petition, and any past violations related to the City’s wet-weather SSOs and Prohibited Bypasses, through the date of entry of this Second Amended Consent Judgment.

- B. This Second Amended Consent Judgment shall not be construed to preclude the State from seeking penalties or injunctive relief for violations not addressed herein, or for violations that occur after entry, under the Missouri Clean Water Law or implementing regulations, or under other federal laws, regulations, or permit conditions. The State further reserves all legal and equitable remedies to address any imminent and substantial endangerment to the public health or welfare or the environment arising at, or posed by, the City's POTW.
- C. The State expressly reserves all legal and equitable remedies available to enforce the provisions of this Second Amended Consent Judgment, including but not limited to demanding payment of stipulated penalties as described above.
- D. In addition to or in lieu of demanding stipulated penalties as described above, the State may pursue additional remedies available under State law, either within the context of this Second Amended Consent Judgment or otherwise, in response to wet-weather SSOs or Prohibited Bypasses involving egregious non-compliance, a dereliction of duties, significant documented violations of water quality standards, or other situations where the State determines further enforcement is warranted. In such event, while such proceeding shall not be subject to Dispute Resolution under this Second Amended Consent Judgment, the City shall be allowed a credit, for any stipulated penalties paid, against any additional statutory penalties imposed for such violations. Without limiting the State's ability to pursue additional remedies for future violations, the Parties acknowledge that until the OCP is fully implemented, SSOs and/or Bypasses are likely to occur during future wet-weather events. The City will use its best efforts to maximize appropriate treatment of wet-weather flows and to minimize future SSOs and Bypasses,

and while the State is not limited in seeking such additional remedies, the State agrees to consider the nature of the problem and any relevant planned remedial actions before pursuing any such additional remedies.

E. By signing this Second Amended Consent Judgment, the City waives any and all claims that any law of the State of Missouri prevents Springfield from raising the revenues necessary to comply with the terms of this Second Amended Consent Judgment, that the finding of affordability described herein is legally deficient, or that this Second Amended Consent Judgment is otherwise unenforceable. However, the City reserves the right to:

1. Seek dispute resolution regarding any State disapproval (in whole or part) of the City's proposed OCP and/or implementation schedule, and/or any disputed analysis by the State of the City's financial capability.
2. Pursue legal and equitable defenses to enforcement of this Second Amended Consent Judgment as expressly provided in this Amended Consent Judgment.
3. Pursue any legal and equitable defenses to any future State enforcement proceedings that do not arise under this Second Amended Consent Judgment.

F. This Second Amended Consent Judgment is not a permit, or a modification of any permit, under any federal, State, or local laws or regulations. The City is responsible for achieving and maintaining complete compliance with all applicable federal, State, and local laws, regulations, and permits. The State does not by its consent to the entry of this Second Amended Consent Judgment warrant or aver in any manner that the City's compliance with any aspect of this Second Amended Consent Judgment will result in compliance with provisions of the Missouri Clean Water Law, or with any other provisions of federal, State, or local laws, regulations, or permits.

G. This Second Amended Consent Judgment shall not be construed to create rights in, or grant any cause of action to, any third party not party to this Second Amended Consent Judgment.

**XXI. COSTS**

Except as otherwise provided in Section XII (Funding), the Parties shall bear their own costs of this action, including attorneys' fees, except that the State shall be entitled to collect the costs (including attorneys' fees) incurred in any action necessary to collect any portion of any Stipulated Penalties due but not paid by the City.

**XXII. EFFECTIVE DATE**

The Effective Date of this Second Amended Consent Judgment shall be the date upon which this Second Amended Consent Judgment is entered by the Court; provided, however, that the City hereby agrees that it shall be bound to perform duties scheduled to occur prior to the Effective Date. In the event the State withdraws or withholds consent to this Second Amended Consent Judgment before entry, or the Court declines to enter the Second Amended Consent Judgment, then the preceding requirement to perform duties scheduled to occur before the Effective Date shall terminate.

**XXIII. RETENTION OF JURISDICTION**

The Court shall retain jurisdiction over this case until termination of this Second Amended Consent Judgment, for the purpose of resolving disputes arising under this Judgment pursuant to Section XV (Dispute Resolution) or entering orders modifying this Judgment pursuant to Section XXIV (Modification), and for the purpose of effectuating or enforcing compliance with the terms of this Judgment.

**XXIV. MODIFICATION**

- A. Except as further set forth in this Section, the terms of this Second Amended Consent Judgment may be modified only by a subsequent written agreement signed by all the Parties and filed with the court. Where the modification constitutes a material change to this Judgment, it shall be effective only upon approval by the Court. Modifications (whether material or not) to this Second Amended Consent Judgment that are specifically allowed under the terms of this Second Amended Consent Judgment may be made in accordance with the terms of this Second Amended Consent Judgment.
- B. Any disputes concerning modification of this Judgment shall be resolved pursuant to Section XV (Dispute Resolution) ; provided, however, the Party seeking the modification bears the burden of demonstrating that it is entitled to the requested modification.
- C. Conforming the Judgment to Subsequent Legal Standards. It is the intention of the Parties to this Second Amended Consent Judgment that the City shall have the opportunity, consistent with applicable law, to conform this Second Amended Consent Judgment to: any modification in State or federal regulations or policies governing SSOs or Bypassing; any applicable new or revised water quality standards that have been approved or promulgated by the State in accordance with the Missouri Clean Water Law and regulations; or any new, revised or more stringent requirements that are included in the City's Operating Permits. The City may propose additional time to implement any additional requirements outside of the approved SOCP. The City may invoke dispute resolution if the State denies the City's request for such additional time, and the City can demonstrate that such denial significantly impacts its ability to comply with this Second Amended Consent Judgment.

1. Consequently, upon issuance of any new State or federal regulation or policy governing SSOs or Bypassing, upon the State's approval or promulgation of new or revised water quality standards in accordance with the Missouri Clean Water Law, or upon the issuance of an Operating Permit that contains new or more stringent requirements pertaining to the City's POTW, the City may request modification of this Second Amended Consent Judgment (including requests for extensions of time) from the State to conform the requirements of this Second Amended Consent Judgment to such regulation, national policy, new or revised water quality standard or Operating Permit. Upon the City's request, the Parties shall discuss the matter. If the Parties agree on a proposed modification to the Second Amended Consent Judgment and it constitutes a material change (except as authorized by Section XXIV.A), they shall prepare a joint motion to the Court requesting approval of such modification.
2. If the Parties do not agree, and the City still believes modification of this Second Amended Consent Judgment is appropriate, it may file a motion seeking such modification; provided, however, that nothing in this Paragraph is intended to waive the State's right to oppose such motion and to argue that such modification is unwarranted.
3. Following the filing of a motion, stipulated penalties shall accrue due to the City's failure, if any, to continue performance of obligations under the Second Amended Consent Judgment that are necessarily the subject of the motion; provided, however, that such penalties need not be paid if the Court resolves the motion in the City's favor and the City shall comply with the Judgment as modified.

D. Modification Due to Unanticipated Change in Financial Conditions.

1. The City shall use its best efforts to lawfully raise revenue as needed in the future in order to comply with its obligations under this Second Amended Consent Judgment. If the City is unable to do so due to significant unanticipated financial or budgetary constraints, then the City may request a modification of, and/or additional time to complete, any affected obligations.
2. Any request to revise this Second Amended Consent Judgment for financial reasons shall:
  - a. Include a detailed description of any significant financial, budgetary, or other constraint;
  - b. Specify which obligations cannot be met, including the specific reasons why such obligations cannot be met;

- c. Propose a modification and/or a revised timeline for completing the obligation that is as expeditious as possible;
  - d. Explain in detail the likely impacts to the City and/or its residents if such obligations are not modified; and
  - e. Explain in detail any legal or financial justification for the proposed modification.
- 3. The City shall provide such additional information requested by MDNR as is reasonably necessary to assist in evaluating the modification request.
  - 4. If the Parties agree on a proposed modification to the Second Amended Consent Judgment, and such modification is material then the modification (except as authorized by Section XXIV.A to take effect without Court approval) shall be approved by the Court.
  - 5. If the State does not agree that the proposed modification is warranted, the City may initiate Dispute Resolution.
  - 6. Neither the City's request, nor the initiation of Dispute Resolution, shall relieve the City of any obligations unless the State so agrees or the Court so orders, and the City shall continue with timely implementation of the Second Amended Consent Judgment until the Court rules on any motion in a manner that modifies the City's obligations.

**XXV. SIGNATORIES/SERVICE**

- A. Each undersigned representative of the City and the City's Attorney's office certifies that he or she is fully authorized to enter into the terms and conditions of this Second Amended Consent Judgment, to execute this document, and to legally bind the Party he or she represents to this document.
- B. This Second Amended Consent Judgment may be signed in counterparts, and its validity shall not be challenged on that basis.
- C. The City agrees not to oppose entry of this Second Amended Consent Judgment by the Court or to challenge any provision of the Judgment, unless the State has notified the City in writing that it no longer supports entry of the Judgment.



D. The Parties agree to accept service of process by mail with respect to all matters arising under or relating to this Second Amended Consent Judgment, except as otherwise expressly stated in this Second Amended Consent Judgment.

**XXVI. INTEGRATION**

This Second Amended Consent Judgment constitutes the final, complete, and exclusive agreement and understanding among the Parties with respect to the settlement embodied in the Judgment and supersedes all prior agreements and understandings, whether oral or written, concerning the settlement embodied herein. Other than the deliverables that are subsequently submitted and approved pursuant to this Judgment, no other document, nor any representation, inducement, agreement, understanding, or promise, constitutes any part of this Judgment or the settlement it represents, nor shall it be used in construing the terms of this Judgment.

**XXVII. TERMINATION**

Upon motion filed with the Court by the State and/or City, the Court shall terminate this Second Amended Consent Judgment upon finding that one of the following has occurred:

1. The City has achieved and maintained compliance with all provisions of this Judgment for twelve (12) consecutive months after SOCP implementation to the satisfaction of the State, the City has maintained substantial compliance with its Operating Permits for twelve (12) consecutive months, and the City has paid all penalties due and demanded under the Judgment; or
2. The State makes a showing that it is entitled to relief from judgment pursuant to Missouri Rules of Civil Procedure 74.06.

**XXVIII. FINAL JUDGMENT**

Upon approval and entry of this Second Amended Consent Judgment by the Court, this Second Amended Consent Judgment shall constitute a final judgment of the Court as to the State and the City.

SO ORDERED THIS \_\_\_\_\_ DAY OF APRIL, 2021.

4/27/2021

31195CC1941

A handwritten signature in black ink, appearing to read "Michael Johnson", written over a horizontal line.

Greene County Circuit Judge

THE UNDERSIGNED PARTY enters into this Second Amended Consent Judgment in the matter of The State of Missouri v. The City of Springfield.

**FOR THE STATE OF MISSOURI:**

MISSOURI DEPARTMENT OF NATURAL RESOURCES

4/13/21  
Date

*Chris Wieberg*  
Chris Wieberg,  
Water Protection Program Director

MISSOURI ATTORNEY GENERAL'S OFFICE:

4/13/21  
Date

*Timothy P. Duggan*  
Timothy P. Duggan  
Assistant Attorney General

THE UNDERSIGNED PARTY enters into this Second Amended Consent Judgment in the matter of The State of Missouri v. The City of Springfield.

**FOR THE CITY OF SPRINGFIELD, MISSOURI:**

04-22-2021  
Date

*Jason Gage*  
Jason Gage, City Manager

Approved at to Form:

4/22/2021  
Date

*Jan Y. Millington*  
Jan Y. Millington,  
Deputy City Attorney