



CITY COUNCIL

City Clerk's Office 3/3/2021 12:00:00 PM

Regular Meeting Agenda~

I hereby notify you that the following items of business have been filed with this office and can be acted upon at the meeting of the City Council **Monday March 8, 2021** at 07:00 PM.

City Clerk

COVID-19 Advisory:

In order to enable municipal government to continue its important work during the COVID-19 pandemic, and to ensure that elected officials can satisfy CDC social distancing guidelines to avoid exposure to contagions, the City of Springfield is providing public notice that it will conduct this meeting utilizing remote collaboration technology in accord with Governor Baker's Order concerning the Open Meeting Law. FOCUS Springfield Community TV will continue to broadcast meetings utilizing the technology listed below.

There are three (3) methods for City residents to be present during the meeting or, in the alternative, watch the meeting at a later date:

1. Viewers used to watching "live" or "on-demand" recordings via Livestream will continue to watch meetings using the same link: <https://livestream.com/focusspringfield/citycouncil>
2. Viewers used to watching "live" or recordings played back on Springfield's Comcast Channel 17 will continue to watch meetings on the same channel, and it is repeatedly aired several times a week until the next meeting
3. At any point, City Council meetings can be viewed at the FOCUS Springfield website <http://focusspringfield.com/>

Possible Public Speak-Out Time 6:30 PM

Call to Order

7:00 PM Meeting called to order on March 8, 2021 at Virtual Meeting (Zoom) , Virtual Meeting, N/A, NA.

Moment of Silence - Pledge of Allegiance

Reports of Committee

Informational

- (1.) January Revenue Vs. Expenditure Report (Mayor Sarno)

General Business

- (2.) Ward 1 Vacancy-Selection by City Council (President Williams)
- (3.) Confirmation of the Re-Appointment of Yong No as the Director of Internal Audit (Mayor Sarno)

Petitions

- (4.) Traffic Control Agreement CottageSt, Robbins Rd. Intersection
- (5.) EVERSOURCE- Jasper Street
- (6.) Armory Street Pet 10,292

Grants

- (7.) FY21 Shannon CSI Grant - In-Kind Match Required - \$1,062,975.90 (Mayor Sarno)
- (8.) FY21 State Aid to Public Library- No Match Required - \$374,526.00 (Mayor Sarno)
- (9.) Massachusetts Cultural Council Grant - In-Kind Match Required - \$15,000.00 (Mayor Sarno)
- (10.) EOHHS Youth Homelessness Grant Increase - No Match Required - \$10,000.00 (Mayor Sarno)
- (11.) Irene E. & George Davis Foundation Grant Increase - No Match Required - \$10,000.00 (Mayor Sarno)
- (12.) Cottage St./Robins Rd/Industry Ave Donation - \$3,634.95 (Mayor Sarno)
- (13.) Health and Human Services Donation - \$2,000.00 (Mayor Sarno)

Orders

- (14.) Order Granting Permanent Utility Easement to NSTAR DbA Eversource Energy at 321 Plainfield Street for a Transformer for the North End Pedestrian Underpass Project (Mayor Sarno)
- (15.) Order Authorizing Submission to HUD of Section 108 Loan Guarantee Application For Main Street/Convention District (Mayor Sarno)
- (16.) Order Authorizing Adoption of Implementation Blueprint - Master Development Plan (Mayor Sarno)
- (17.) Order of Taking of Land Easements for the Intersection Improvement Project at Cottage Street at Robbins Road and Industry Avenue (Mayor Sarno)
- (18.) Appropriation Order for Taking Damages for Intersection Improvement Project at Cottage Street./ Robbins Rd./ Industry Ave \$11,550 (Mayor Sarno)

Ordinances

- (19.) (ID # 6061) - Amending Chapter 385 by Inserting Article XI Speed Hump Petitions
- (20.) (ID # 6086) - Amending Ch 110, Sec 110-14 Puppy Mills



City Council

SCHEDULED

Meeting: 03/08/21 07:00 PM
Initiator: Pat Burns
Sponsors: Mayor Domenic J. Sarno
DOC ID: 6091

1

January Revenue Vs. Expenditure Report (Mayor Sarno)

Statement of Revenues and Other Sources,
and Expenditures and Other Uses
Budget and Actual - General Fund

For the period ended
01/31/21

Revenues and Other Sources:	Revised Budget	Actual	Variance Over/(Under)	%
Real Estate & Personal Property Taxes	225,022,820	143,673,907	(81,348,913)	64%
Real Estate & Personal Property Taxes - Tax Liens	-	756,631	756,631	0%
Motor Vehicle Excise	10,656,424	2,757,777	(7,898,647)	26%
Penalties, interest and other taxes	18,362,475	4,322,295	(14,040,180)	24%
Charges for Services	11,539,651	6,295,686	(5,243,966)	55%
Intergovernmental	429,749,916	250,902,731	(178,847,185)	58%
Licenses and Permits	4,681,204	2,257,639	(2,423,565)	48%
Fines and Forfeits	492,233	223,314	(268,919)	45%
Interest earned on Investments	1,895,491	1,188,501	(706,990)	63%
Miscellaneous	5,377,000	4,270,945	(1,106,055)	79%
FY 2020 Net School Spending Shortfall (a.)	14,792,138	14,792,138	-	100%
Stabilization Reserves	6,809,000	6,809,000	-	100%
Other Financing Sources - Free Cash	4,287,161	4,519,786	232,625	105%
Total Revenues and Other Sources	733,665,513	442,770,349	(290,895,164)	60%
Expenditures and Other Uses:				
General government	30,564,845	21,923,633	8,641,212	72%
Public safety				
Police	50,327,774	30,639,329	19,688,445	61%
Fire	24,263,616	14,673,716	9,589,900	60%
Centralized Dispatch	1,917,404	1,292,869	624,535	67%
Other	4,299,926	2,653,259	1,646,667	62%
Health and Welfare	4,045,716	1,942,850	2,102,865	48%
Public works	11,213,846	8,447,417	2,766,429	75%
Education	476,863,847	248,879,298	227,984,549	52%
Culture and recreation	13,712,383	8,779,278	4,933,105	64%
Pension and fringe	77,400,208	53,088,360	24,311,848	69%
State and district assessments	3,801,277	2,213,531	1,587,746	58%
Debt Service	26,354,228	19,648,578	6,705,650	75%
Pay as you go Capital	3,210,267	1,436,947	1,773,320	45%
Other Financing Use - Trash Enterprise Supplement	5,690,177	5,690,177	-	100%
Total Expenditures and Other Uses	733,665,513	421,309,243	312,356,270	57%
Excess (deficiency) of revenues and other sources over expenditures and other uses	-	21,461,107	21,461,107	

(a.) The FY 2020 Net School Spending Requirement shortfall must be appropriated in the School Budget pursuant to Chapter 70. Section 11 of the Education Reform Act of 1993.

Attachment: January Revenue Vs. Expenditure Report (6091 : January Revenue Vs. Expenditure Report)

CITY OF SPRINGFIELD, MASSACHUSETTS

Budget and Actual - General Fund

Expenditures and Encumbrances

For the period ended
01/31/21

Expenditures and Other Uses:

	Original Budget	Transfers In/(Out)	Revised Budget	Expenditure	Encumbrance	Variance Over/(Under)	%
General government	23,245,162	7,319,683	30,564,845	19,216,910	2,706,723	8,641,212	72%
Public safety							
Police	50,327,774	-	50,327,774	29,802,157	837,172	19,688,445	61%
Fire	24,263,616	-	24,263,616	14,386,210	287,507	9,589,900	60%
Centralized Dispatch	1,917,404	-	1,917,404	1,292,863	6	624,535	67%
Other	4,424,926	(125,000)	4,299,926	2,322,191	331,068	1,646,667	62%
Health and Welfare	4,036,399	9,317	4,045,716	1,858,119	84,731	2,102,865	48%
Public works	11,213,846	-	11,213,846	7,597,772	849,644	2,766,429	75%
Education	477,858,733	(994,886)	476,863,847	221,829,010	27,050,288	227,984,549	52%
Culture and recreation	13,857,383	(145,000)	13,712,383	7,810,834	968,444	4,933,105	64%
Pension and fringe	77,400,208	-	77,400,208	52,722,351	366,009	24,311,848	69%
State and district assessments	3,801,277	-	3,801,277	2,188,088	25,442	1,587,746	58%
Debt Service	26,354,228	-	26,354,228	19,648,578	-	6,705,650	75%
Pay as you go Capital	3,210,267	-	3,210,267	804,148	632,799	1,773,320	45%
Other Financing Use - Trash Enterprise Supplement	5,690,177	-	5,690,177	5,690,177	-	-	100%
Total Expenditures and Other Uses	727,601,399	6,064,114	733,665,513	387,169,409	34,139,834	312,356,270	57%

CITY OF SPRINGFIELD, MASSACHUSETTS

Yearly Comparision Revenue Vs. Expenditures
For the period ended
01/31/21 vs 01/31/20

<u>Revenues and Other Sources:</u>	<u>FY 2021 Actual</u>	<u>FY 2020 Actual</u>	<u>Increase/ (Decrease)</u>	<u>Comments</u>
Real Estate & Personal Property Taxes	\$ 143,673,907	\$ 145,230,553	\$ (1,556,646)	
Tax Liens	756,631	1,429,911	(673,279)	<i>Delay of Tax Taking</i>
Motor Vehicle Excise	2,757,777	2,516,686	241,091	<i>MVE Commitment One due 03/08/2021</i>
Penalties, interest and other taxes	4,322,295	3,116,599	1,205,696	<i>MGM Payment \$2.3M 11/2/20</i>
Charges for Services	6,295,686	6,829,347	(533,661)	
Intergovernmental	250,902,731	247,470,252	3,432,479	
Licenses and Permits	2,257,639	3,210,836	(953,197)	
Fines and Forfeits	223,314	266,912	(43,598)	
Interest earned on Investments	1,188,501	1,627,760	(439,259)	<i>Reduction in Interest Rates</i>
Miscellaneous	4,270,945	3,135,127	1,135,818	
Net School Spending Shortfall	14,792,138	6,081,535	8,710,603	<i>Increase in School Carryforward</i>
Stabilization Reserves	6,809,000	24,961	6,784,039	<i>Large Legal Settlements</i>
Other Financing Sources	4,519,786	232,125	4,287,661	<i>Use of Free Cash in FY 21 Budget</i>

Total Revenues and Other Sources	442,770,349	421,172,602	21,597,747
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Expenditures and Other Uses:

General government	21,923,633	15,337,112	6,586,521	<i>Large Legal Settlements</i>
Public safety				
Police	30,639,329	30,974,796	(335,467)	
Fire	14,673,716	14,393,031	280,686	
Centralized Dispatch	1,292,869	990,928	301,941	<i>Grant Expenses in FY 20</i>
Other	2,653,259	2,723,800	(70,541)	
Health and Welfare	1,942,850	2,208,282	(265,432)	
Public works	8,447,417	8,742,878	(295,461)	
Education	248,879,298	266,107,342	(17,228,044)	<i>Pension Payment/School Transportation</i>
Culture and recreation	8,779,278	9,325,943	(546,665)	
Pension and fringe	53,088,360	60,351,037	(7,262,676)	<i>Pension Payment</i>
State and district assessments	2,213,531	2,136,140	77,391	
Debt Service	19,648,578	20,265,947	(617,369)	
Pay as you go Capital	1,436,947	967,727	469,220	
Trash Enterprise Supplement	5,690,177	4,837,619	852,558	
Total Expenditures and Other Uses	421,309,243	439,362,581	(18,053,338)	

Totals	\$ 21,461,107	\$ (18,189,978)	\$ 39,651,084
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Attachment: January Revenue Vs. Expenditure Report (6091 : January Revenue Vs. Expenditure Report)



City Council

SCHEDULED

Meeting: 03/08/21 07:00 PM

Initiator: Tasheena Davis

Sponsors: President Marcus J Williams

DOC ID: 6097

2

Ward 1 Vacancy-Selection by City Council (President Williams)

Mickiewicz, Kelley

From: Blake G <blakegrandon@gmail.com>
Sent: Thursday, February 11, 2021 6:21 PM
To: Kacoyannakis, Susan; Mickiewicz, Kelley
Subject: [External] Application for Ward 1 City Council Vacancy
Attachments: Cover Letter.pdf; Resume(1).pdf

Please see attached cover letter and Resume for my application to the Ward 1 City Council Vacancy to represent Ward 1 on the Springfield City Council.

Let me know if you have any questions, concerns, or need any follow up information in regards to my Resume.

Thank you for your consideration,

Blake Grandon

CAUTION: This email originated outside our organization; please use caution.

Attachment: Ward 1 Candidates 2021 (6097 : Ward 1 Vacancy-Selection by City Council)

To whom it may concern,

I am interested in applying for the Ward 1 City Counsel Vacancy representing Ward 1 on the Springfield City Council. While I do not have Political experience I have worked for many of the top companies in the US including MGM International, Brinker International, Darden Restaurants and more. I have a strong background in Management and I helped to open MGM Springfield in an attempt to revitalize Springfield, MA.

When I was asked to help open MGM Springfield I left MGM National Harbor less than a week after receiving the request and I took a significant pay cut in the interest of helping to operate MGM Springfield. I find going above and beyond and servant leadership to be critical in Management roles and what I lack in Political education I make up for in effective leadership by understanding and responding appropriately.

2020 was a whirlwind of a year and while I had to adapt and change careers multiple times; I understand the challenges facing Ward 1 as I live in the Northend of Springfield having relocated here in an attempt to help Springfield see a greater future through not only MGM but by the community coming together. I work well under pressure and adapt to new challenges quickly and efficiently.

I hope to be considered for the vacant position representing Ward 1 and greatly appreciate the opportunity to apply and to possibly serve Springfield and Ward 1.

Sincerely,

Blake Grandon

Blake Grandon
39 Montmorenci Street
Springfield, MA 01107
571-445-1673
Blakegrandon@gmail.com

EXPERIENCE

Norwegian Cruises, Assistant Server. Pride of America

October 2019- Present

Obtained TWIC, MMC, and STCW certifications.

Completed Coast Guard Training with 100% on all exams.

MGM Springfield, Assistant Manager. Tap Sports Bar

Springfield, Massachusetts— March 2019- February 2020

One MGM Way, Springfield, MA 01103

Due to recognition of growth F+B Leadership moved me to Tap Sports Bar to help overhaul their service standards, increase revenue (currently projected at \$10+ million a year profit), and oversee training and development. In addition to the duties I oversaw at Cal Mare I also handle bowling Maintenance and troubleshooting as well as event activations and nightlife.

MGM Springfield, Assistant Manager. Cal Mare by Michael Mina

Springfield, Massachusetts— July 2018- March 2019

One MGM Way, Springfield, MA 01103

Assistant Manager responsible for scheduling, Time edits/reviews, Private Dining (2 Large rooms), P&L, ordering Liquor and Paper goods as required. Performed employee reviews, responded to Social Media reviews on behalf of MGM, networked in local community to boost business, trained serving staff and bussing staff, oversaw high volume Pizza counter and ensured it operated efficiently. Responsible for managing overtime for BOH/FOH, disciplinary actions and ensuring all Policies are followed.

MGM National Harbor, Server. Ginger

Alexandria, VA — January 2017 - July 2018

101 MGM National Ave, Oxon Hill, MD 20745

Server Trainer and Large Party Server, Consistently in the top 3 for sales, Property Wide Water Sales Winner for two contests. High volume Fine Dining Restaurant required impeccable service and teamwork with entrees starting at \$28 and going to \$1,000+. Knowledge of wine and spirits was supported by on-going training especially in Sake and High end Liquors and Wine.

Alexandria Restaurant Partners, Server. Multiple Locations

Alexandria, VA — August 2016- February 2017

101 N Union St, Alexandria, VA 22314

703-935-8890

High Volume Server, designated closer and consistently first place in sales and sales contests. Moved restaurants depending where they needed me to operate. Helped to open two of their restaurants and worked with owners to ensure training standards were in place.

Blake Grandon
39 Montmorenci Street
Springfield, MA 01107
571-445-1673
Blakegrandon@gmail.com

EXPERIENCE

Norwegian Cruises, Assistant Server. Pride of America

October 2019- Present

Obtained TWIC, MMC, and STCW certifications.
 Completed Coast Guard Training with 100% on all exams.

MGM Springfield, Assistant Manager. Tap Sports Bar

Springfield, Massachusetts— March 2019- February 2020

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MGM Springfield, Assistant Manager. Cal Mare by Michael Mina

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Assistant Manager responsible for scheduling, Time edits/reviews, Private Dining (2 Large rooms), P&L, ordering Liquor and Paper goods as required. Performed employee reviews, responded to Social Media reviews on behalf of MGM, networked in local community to boost business, trained serving staff and bussing staff, oversaw high volume Pizza counter and ensured it operated efficiently. Responsible for managing overtime for BOH/FOH, disciplinary actions and ensuring all Policies are followed.

MGM National Harbor, Server. Ginger

Alexandria, VA — January 2017 - July 2018

101 MGM National Ave, Oxon Hill, MD 20745

Server Trainer and Large Party Server, Consistently in the top 3 for sales, Property Wide Water Sales Winner for two contests. High volume Fine Dining Restaurant required impeccable service and teamwork with entrees starting at \$28 and going to \$1,000+. Knowledge of wine and spirits was supported by on-going training especially in Sake and High end Liquors and Wine.

Alexandria Restaurant Partners, Server. Multiple Locations

Alexandria, VA — August 2016- February 2017

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703-935-8890

High Volume Server, designated closer and consistently first place in sales and sales contests. Moved restaurants depending where they needed me to operate. Helped to open two of their restaurants and worked with owners to ensure training standards were in place.

Darden Restaurants, Host Coordinator/Hotel Concierge. Seasons 52

McLean, VA — Jan 2016- July 2016
 7863 Tysons Corner Center, McLean, VA 22102
 703-288-3852

Coordinated seatings for both lunch and dinner, I also assisted with booking the private dining rooms, carryout, bussing tables, running food, taking tables when necessary, hotel concierge, and ensuring guest satisfaction.

Pluck It. Co-founder and CEO.

Bethesda, MD — 2014-2016
 Operated out of a shared office space. No longer in business.

A mobile app designed to save businesses money, I created Pluck It with the goal of growing a sustainable advertising company. I handled everything from sales to financials, social media, and growth of the company.

Party Mania, Managing Partner

Bethesda, MD — 2004-2015
 4910 Cordell Ave, Bethesda, MD 20814
 301-907-0750

Managed day to day operations of multiple stores including but not limited to:

Interacting with customers, building corporate sales, overseeing a staff of up to 20 people at a time, handling any and all disputes in a Professional and efficient manner, placing everyday and seasonal orders on a daily basis, managing social media presence for stores as well as building relations with local businesses. Involved in the opening and closing of stores, handling of cash, taxes, and more.

Brinker International, Maitre D'. Maggianos Little Italy

Tysons Corner, VA — 2010-2012
 2001 International Dr, McLean, VA 22102

Managed Host stand, worked with General Manager to ensure operations ran efficiently. Organized successful seatings of 1,000+ Guests on Saturday nights, ran food, served tables when necessary, oversaw 3-6 hosts at any given time.

Skills:

- 20+ Years in the Hospitality Industry.
- 10+ years Management experience
- Open Table and Seven Rooms trained
- TIPS, MMC, STCW, TWIC Certified.
- Proficient in ALOHA, Micros, Posi, Infogenesis and most POS Systems
- Social Media expertise
- Works well under extreme pressure
- Crowd management experience
- Team player and guest experience focused.

References:

Valentin Mihail	561-8271734
Steve Hitchcock	413-330-1343
Michael Matthis	Mmathis@mgminternational.com

Mickiewicz, Kelley

From: Mickiewicz, Kelley
Sent: Friday, February 12, 2021 1:12 PM
To: Kacoyannakis, Susan
Subject: FW: [External] Self-nomination for City Councilor of Ward1.
Attachments: Maria Perez resume 2021.docx; Maria Perez Official Self-nomination For City Councilor.docx

FYI

From: Maria Perez [<mailto:mariaperezcitycouncil@gmail.com>]
Sent: Friday, February 12, 2021 1:09 PM
To: Mickiewicz, Kelley
Subject: [External] Self-nomination for City Councilor of Ward1.

Please submit to proper officials. Thank you.

Sincerely,

Maria Perez

CAUTION: This email originated outside our organization; please use caution.

Attachment: Ward 1 Candidates 2021 (6097 : Ward 1 Vacancy-Selection by City Council)

Maria E. Perez
110 Prospect Street
Springfield, MA 01107
(413) 219-1038

Dear Springfield City Councilors:

Please accept this letter as my official self-nomination for City Councilor of Ward 1.

My experience as a public servant began 36 years ago when I dedicated myself to the enrichment and empowerment of the North End Community. Through this work, I served on many boards including former commissioner for the board of appeals for the City of Springfield, former president of the Spanish Merchants Association, one of the founders of the Puerto Rican Day Parade, and founder and chair of the Madres Latinas organization. I have also served as President of the Ward 1 Democratic Committee and helped found and am currently Chair of The Women of the Vanguard Inc. and member of the Springfield Partners for Community Action executive Board.

Ward 1 residents elected me to be the School Committee representative, a position that I currently hold, and I am confident that they would approve my nomination to the City Council. As the representative to the School Committee for ward 1, I have been instrumental in the planning and execution of the Brightwood/ Lincoln school project, an 80million dollar in resources for our community.

My resume will further show the dedication and commitment that I have in empowering and serving others to improve living conditions and overall quality of life. My career accomplishments include working with diverse populations inside my community, the City of Springfield as a whole and beyond. As a resident and employee of Ward 1, I am fully aware of the culturally diverse and unique community that is Ward 1, This experience as well as being bilingual positions me to be able to connect to many of our constituents in their native language as well as through their cultural experiences.

What my resume does not clearly highlight is the many professional relationships that I have built throughout my career. These relationships have afforded me the opportunity to bring resources and experiences that have enhanced all citizens as well as educators and students in the Springfield Public Schools.

I am a resourceful decision maker committed to continue working with all constituents including fellow City Councilors to ensure that the citizens of the City of Springfield continue to thrive. I welcome the opportunity to meet with you to discuss my extensive experience and skills and the impact that I can further bring to the great work that the City Councilors have already embarked on.

It is this why I humbly request your vote as City Councilor representing Ward 1 in our Great City of Springfield.

Sincerely,

Maria E. Perez

She/her/hers

Maria Perez

110 Prospect Street, Springfield, MA 01107

mperez52@icloud.com

Cell: 413- 219-1038

Professional Summary

Skilled and dedicated with over 46 years' extensive experience in the Human Service environment. Demonstrated capacity to provide comprehensive support; excel at problem-solving and effective management of daily tasks, discreet and confidential in all dealings with clients and staff.

Professional Experience**New North Citizens' Council, Inc. (NNCC) Director of Housing Services 2020 – Present**

Responsible for the overall administration of all housing services including HOPWA; ESG-CV; Welcome Home Program I & II. These programs provide housing placement, rental start-up and supportive services. Services are provided in Hampden, Hampshire, and Franklin County.

(NNCC) HOPWA Coordinator 2004 – Present

Implement advanced administrative project support for Housing Opportunities for people with HIV/AIDS, within the approved Scope of Services; HOPWA Proposal; and Contract.

Project Coordination/Management

- Verification of eligibility and financial assistance distribution in accordance with the guidelines set forth, resulting in more accessible information and enhanced support for clients.
- Conduct overall management of data collection for submission to funding sources.
- ETO/HIMS –data entry

(NNCC) HOPWA Case Management Coordinator 2001–2004

Provided Administrative support to four staff members', assisting them in the functioning and development of the program.

Project Coordination/Management

- Ensure Standard of Care regulations have been followed
- Ensure all consumer files have been maintained with up-to date information.
- Streamlined proposal development process, resulting in significant time savings.
- Planned and assembled materials for staff meeting.
- Created new client tracking system using Microsoft Excel.

Education

Bachelor's Degree, Human Sociology/Human Service, Springfield College, 2008

Professional Association

Commissioner of the Board of Appeals, Springfield, Massachusetts	2010 - Current
Springfield Partner for Community Action – Board member	2010 – Current
Program Director for Freddy Moreno Art Project	2009 – Current
Women of the Vanguard Inc.	2008 – Current
Women in Solidarity (Boston, MA)	2012 - Current

Mickiewicz, Kelley

From: valerie gonzalez <vagoroman222@gmail.com>
Sent: Thursday, February 18, 2021 9:17 PM
To: Kacoyannakis, Susan
Subject: [External] Valerie Gonzalez
Attachments: VALERIE GONZALEZ RESUME.docx; ATT00001.htm

1245 Dwight st. #2 Springfield Massachusetts 01107.

Hi My Name is Valerie Gonzalez I want to run for City Cauncil Ward#1 Hampdem District, Springfield Massachusetts. I will focus on the multicultural development in Northern. My grassroots as a

Democratic they are unquestionable I have carried out collaborations and campaign efforts without interruption with Ed Markey (US Senator), Richard Neal (Us Congress), Orlando Ramos (State rep.), Carlos Gonzalez (state rep), Jim Welch (State Senator) & Adam Gomez (City Cauncil Ward # 1) who resigned.

I am prepared to empower our emerging generations in multicultural terms, even though I come from a Puerto Rican Latino ethnicity, I want to and can strengthen all existing governmental structures.

Valerie González
 413-309-1527

CAUTION: This email originated outside our organization; please use caution.

Attachment: Ward 1 Candidates 2021 (6097 : Ward 1 Vacancy-Selection by City Council)

VALERIE GONZALEZ
1245 DWIGHT STREET SUITE #2
SPRINGFIELD, MA 01107
413 309-1527
Vagoroman222@gmail.com

Diligent and attentive Management and Administrative skills with experience equipping organizations to achieve continued success through process improvements and effective strategies. Community Organizer: Implemented leadership development and training program; resulting in resident leaders enhancing volunteer recruitment skills, Grant and Proposal writing experience

2011 -2013

ADMINISTRATIVE ASSISTANT TO PRESIDENT, COMEJEN EXTERMINATING INC

Manage the administrative functions of the corporation and performed clerical and administrative duties. organize files, prepare documents, billing and sales, schedule appointments, as well as assisted management of other staff.

2010-2011

ADMINISTRATIVE ASSISTANT TO PRESIDENT, WORLD OF CARS & BOATS INC.

Creation, revision and maintenance of all internal policies and procedures encompassing oversight; Prepares project and portfolio reports as requested by President including Financial and Billing oversight

EXPERIENCE

EDUCATION

2007-2011

SOCIAL SCIENCES SOCIAL WORK, UNIVERSITY METROPOLITANA, CUPEY, PR

Concentration in Social Work and Sciences with a total of 84 Credits.

1999-2005

GENERAL STUDIES, UNIVERSITY OF PUERTO RICO, RIO PIEDRA

SKILLS

Mickiewicz, Kelley

From: Hussein Abdi <hussein.a.abdi8@gmail.com>
Sent: Monday, February 08, 2021 8:10 PM
To: Kacoyannakis, Susan; Mickiewicz, Kelley
Subject: [External] Ward 1 City Council Vacancy
Attachments: Hussein Abdi Cover Letter.pdf; Hussein Abdi Resume .pdf

Greetings,

Hope all is well with you and your loved ones, my name is Hussein Abdi and I am putting in my Cover letter and resume for the Ward 1 City Council vacancy, please let me know if there is anything else needed of me!

Best,

Hussein Abdi

CAUTION: This email originated outside our organization; please use caution.

Attachment: Ward 1 Candidates 2021 (6097 : Ward 1 Vacancy-Selection by City Council)

Greetings City Council Members!

Before I start I just wanted to thank each and every one of you for the outstanding work you do for the city of Springfield. I know many residents are very appreciative of your constant advocacy for our community. My name is Hussein Abdi and I am a Junior at the University of Massachusetts Amherst studying Political Science and economics. I was the president of my high school graduating class at Central High. While in high school, I was a prominent figure in a peaceful anti-gun protests in front of Smith and Wesson and in front of Springfield City Hall. These protests took place following the Parkland shooting. From that day and on I realized what it meant to give voice to those who have been constantly unheard. My family and I have been living in Ward 1 for 7 years now. The reason why I want to represent Ward 1 is because I have been living there for a while now and understand some of the challenges that the residents are currently facing. All my life I have been living in public housing and I know what the struggle is like when you have no one to turn to for help, something as simple as street lights to unmaintained roads and parks. As a long time resident of Springfield I hope to advocate for positive change that will only benefit our community. From being a refugee and growing up in poverty, I know what many of the challenges that the residents of Springfield are facing from day to day. I have been politically active and trying to bring more attention to civic engagement in our city. Just this past summer I founded what is now known as 413Vote which is a youth ran organization to increase voter participation and civic engagement. We mainly use social media to reach residents and educate them on civic engagement. Something I noticed when speaking with residents is that they were uninformed of who their representatives were let alone what they did. So to combat this I created a series called "Meet The Move Makers" where we invite representatives to talk about their position and how residents can get involved. This is a great way to put a face to the name and to also just learn more about our representatives so they can reach out to them for help. For our series I had the honor to interview At- Large City Councilor Jesse Lederman, State senator Eric Lesser, and School committee member LaTonia Monroe Naylor, I got to learn more about them and the City. And I hope to continue interviewing our representatives; and spreading the knowledge. With being a member of the City Council I wish to amplify this movement and bring more youth engagement, for these reasons I hope you consider me for the Ward 1 City Council Vacancy.

Best Regards,

Hussein Abdi

Hussein Abdi

163 Clyde Street Springfield, MA. 01107 | <https://www.linkedin.com/in/hussein-abdi/>
(413) 302-7909 | Husabdi@umass.edu

EDUCATION

University of Massachusetts Amherst, Amherst MA

Expected: May 2022

Westfield State University, Westfield MA

Bachelor of Science in Political Science, Minor in Economics

GPA: 3.7

RELEVANT COURSEWORK

- Accounting I
- Business Law
- Speech

PROFESSIONAL EXPERIENCE

Assistant, Westfield State University – President's Office

October 2018 –

Present

- Responsible for welcoming guests to the office, answering phones and providing excellent service
- Assist with scanning documents and maintaining a high level of confidentiality
- Conduct research and complete projects in a timely manner

Team Member, Best Pizza, Springfield, MA

2015 – Present

Crew Member, Six Flags New England, Agawam, MA

Summer 2015, 2016

Assistant Coach, Masterminds Tennis Camp, Springfield, MA

2015 – 2016

Landscaper, Greater Life New Church, Springfield, MA

2014 – 2015

Sales Associate, Kohl's, West Springfield, MA

2018 – 2019

Door Advocate, Registry of Motor Vehicles, Springfield, MA

June – August 2019

- Provided excellent customer service and maintained accurate knowledge of required documents
- Communicated effectively with supervisors and assisted customers with locating documents

CAMPUS ACTIVITIES

Member, Circle K Club

September 2019 – Present

Member, Muslim Association

October 2018 – Present

Member, African Student Association

October 2018 – Present

LEADERSHIP EXPERIENCE

Class President, 2017-2018 Graduating Class

Captain, Boys Varsity Tennis team

Captain, Boys Varsity Soccer team

Treasurer, Key Club

ATHLETIC ACHIEVEMENTS

- Western Massachusetts Second Team for Tennis
- Super 7 of 2016-2017 for Tennis
- School record for the Two Mile Run
- Indoor Track and Field (champion for the school's two-mile time)

VOLUNTEER WORK

Red Cross Blood Drive, Springfield, MA

SKILLS

Language: Somali and German (basic language skills)

Computer: Microsoft Word, Excel, PowerPoint, Access, Google

Mickiewicz, Kelley

From: Williams, Marcus
Sent: Monday, February 08, 2021 1:41 PM
To: Kacoyannakis, Susan; Mickiewicz, Kelley
Subject: [External] Fwd: Letter of Intent
Attachments: City Letter of Intent.docx

----- Forwarded message -----

From: u <sgtgomez@aol.com>
Date: Mon, Feb 8, 2021 at 12:01 PM
Subject: RE: Letter of Intent
To: marcusjw88@gmail.com <marcusjw88@gmail.com>

Dear Mr. Williams please find my letter of intent for Ward 1 vacated sit and my resume will follow.

Gumersindo Gomez

--

Marcus J. Williams
President
Springfield City Council
36 Court Street, Room 200
Springfield, MA 01103
413-222-8673

CAUTION: This email originated outside our organization; please use caution.

Attachment: Ward 1 Candidates 2021 (6097 : Ward 1 Vacancy-Selection by City Council)

February 8, 2021

Hon: Marcus J. Williams
Presidents,
Springfield City Council
36 Court Sq. Springfield MA 01103

Re: letter of Intent (Ward 1 Sit)

Dear Mr. President, is with honor that I send this letter of intent to fill in Senators Adam Gomez sit vacated at the City Council. If appointed to this sit for the reaming time left, I promise not to seek reelection for this same sit this coming November 2021 election cycle.

Respectfully,

Gumersindo Gomez,
Resident at 46 Laurel St.
Springfield MA 01107
413-883-4508,
Sgtgomez@Aol.com

Attachment: Ward 1 Candidates 2021 (6097 : Ward 1 Vacancy-Selection by City Council)



MR. GUMERSINDO GOMEZ
EXECUTIVE DIRECTOR

MR. HERIBERTO COLON
PRESIDENT

"IF YOU ARE FREE, THANK A VETERAN"
E-MAIL: SGTGOMEZ@AOL.COM

GUMERSINDO GOMEZ

BIO

In June 1966 Gumersindo joined the US Army, in December 12, 1966 went to Vietnam where he joined Co D 3rd Battalion 21st Infantry of the 196th Light infantry Brigade. He completed his one-year tour in Vietnam, from there on he made the Army a career of 20 years with assignments as a Communications Sergeant, Infantry Platoon Sergeant, Drill Sgt & Senior Drill Sergeant, Training NCO, finished his career as First Sergeant in Ft Dix New Jersey, he served in Germany (two tours), Ft. Dix NJ (three tours), Fort Ord California and the Republic of Honduras.

After his retirement in August 1986, he came to live in Springfield MA where in August 17, 1987 he establishes the 1st Veterans Outreach Center in Springfield through the Puerto Rican Veterans Association, an Outreach Center that after 34 years continues to service veterans and their families, today known as the Bilingual Veterans Outreach Centers of Mass Inc., with an additional Veterans Outreach Center in Pittsfield known as the "Berkshire Veterans Outreach Center".

In 1996 Gumersindo established the first Transitional Home for homeless veterans in Springfield, "The Jorge Oterro-Barreto Homeless Veterans Transitional Home", in August 2015 he opens another veteran home at 247 Pine St, which consist of eight permanent Single Room Occupancy. Both homes are designated as sober veteran's programs to help veterans get off the streets and become productive citizens through achieving sobriety, finding employment, negotiating their claims against the VA, Social Security, Pensions or SSI, also qualifying them to Chapter 115, a state law that helps veterans financially until they can get on their own two feet.

In 1996 he established the first, Hispanic drug and Alcohol program in the City of Springfield. This program is located in the city of Springfield and it serves 14 men with a two year stay, were they received daily therapies in helping them to become free of drugs and alcohol.

In 2015 Gumersindo finished construction of a 20 permanent efficiency apartments building for homeless/needy veterans at 40 Cass Street in Springfield MA. This project is up and running since April 2016. In June 2014 Gumersindo Gomez became the State Council President for Vietnam Veterans of America in Massachusetts an organization with over 1,600 hundred members. Gumersindo sits at VVA National State Council Presidents Board in Silver Springs MD as 2nd Vice to the CSCP, he has also been appointed by the National President as the National Hispanic Veterans Affairs Officer. Gumersindo also sits at the VVA National Board as an at-large director, he is also the VVA National Minority Committee Chair. Gumersindo is also the founding member of chapter 866, been chapter president of say chapter, he is a life member of VVA.

Since his arrival in the city of Springfield Gumersindo has been very active in the political arena of the City having run for City Council at large in 2005, also in 2009 he ran for Ward one representative. Gumersindo is one of the founding members of ward representation dating back to 1992-93 when the movement started. He also served on the City Democratic committee and was President for the Democratic council in the North end. He has worked in numerous political campaigns in the city, from President of USA to City Council elections.

Gumersindo is married to Mrs. Eva Gomez a native of Springfield, they have three children, Zulaika, Adam Gomez (Senator's Hampden County) and Pastor Gumersindo M. Gomez, he also has 27 grandchildren, 3 great-granddaughters.

Respectfully,

Gumersindo Gomez

Attachment: Ward 1 Candidates 2021 (6097 : Ward 1 Vacancy-Selection by City Council)



City Council

SCHEDULED

3

Meeting: 03/08/21 07:00 PM
Initiator: Tasheena Davis
Sponsors: Mayor Domenic J. Sarno
DOC ID: 6096

Confirmation of the Re-Appointment of Yong No as the Director of Internal Audit (Mayor Sarno)

Where as every three (3) years the City Council shall approve of the appointment or re-appointment of the Director of Internal Audit pursuant to Section 11 of Chapter 67 the Ordinances of the City Springfield.

Where as Yong No has served as the Director of Internal Audit for the City of Springfield since 2015.

Where as the Mayor of the City of Springfield has re-appointed Yong No for the position of Director of Internal Audit for three (3) years beginning in 2021.

Therefore, the City Councilor approves the reappointment of Yong No as the Director of Internal Audit for the City of Springfield.



City Council
36 Court Street
Springfield, MA 01103

SCHEDULED

PETITION (ID # 6087)

Meeting: 03/08/21 07:00 PM
Department: Department of Public Works
Category: General
Prepared By: Hector Velez
Initiator: Hector Velez
Sponsors:
DOC ID: 6087

Traffic Control Agreement CottageSt, Robbins Rd. Intersection

WHEREAS, the Massachusetts Department of Transportation and the City of Springfield have agreed that COTTAGE STREET at ROBBINS ROAD/INDUSTRY AVENUE INTERSECTION IMPROVEMENT PROJECT, being in whole or in part a town way, has qualified to participate in the Federal Aid Program with the work being financed in part by the Federal Government; and

WHEREAS, The United State Government, through its Department of Transportation, Federal Highway Administration, requires that the project area upon completion will be operated and maintained in an adequate manner; and

WHEREAS, the purpose of this agreement is to insure that the ways within and adjacent to the so-called Federal Aid Projects areas will be operated and maintained as planned: and

WHEREAS, the City of Springfield approves the proposed plans for the improvements and upon completion of the project will be the responsibility of the CITY.

NOW THEREFORE BE ORDERED, in consideration thereof, the City of Springfield hereby agrees to conform to the following provisions:

A. All information, regulatory or warning signs, all traffic control signals, flashing beacons, traffic islands or other traffic control devices and all pavement or other markings within the ways located in the project area shall be designed, located and operated in accordance with the STANDARDS of MASSDOT for such devices.

B. The Police Department of the City of Springfield shall be the enforcement agency for traffic regulations established in accordance with this AGREEMENT and the traffic devices installed in connection therewith.

C. Signed, dated and attested copies of amendments to the City of Springfield traffic ordinances necessary for the enforcement of any specific provisions will be forwarded forthwith by the City of Springfield to MASSDOT.

FEDERAL CONTROL AGREEMENT
FEDERAL AID PROJ. NO. PENDING
AGREEMENT NO. PENDING

C I T Y O F S P R I N G F I E L D

In City Council March 29, 2021

ORDERED, further amending by inserting under Section 11(c) of Article VIII, "RIGHT

LANE MUST TURN RIGHT ", the following:

Cottage Street Westbound at Robbins Road.

AND, further amending by inserting under Section 11(b) of Article VIII, "LEFT LANE MUST TURN LEFT", the following:

Cottage Street Eastbound at Industry Avenue.
Industry Avenue Northbound at Cottage Street.
Robbins Road Southbound at Cottage Street.

AND, further amending by inserting under Section 11(c) of Article VIII, "Right Lane Must Turn Right", the following:

Cottage Street Westbound at Robbins Road.

AND, by inserting "BIKE LANE"

Cottage Street, both sides, west of Robbins Road, for approximately 450 feet.
Cottage Street, both sides, east of Robbins Road, for approximately 400 feet.
Industry Avenue, both sides, south of Cottage Street, for approximately 400 feet.
Robbins Road, both sides, north of Cottage Street, for approximately 450 feet.

AND, by inserting begin right turn lane yield to bicycles

Cottage Street westbound, approximately 450 feet of Robbins Road.

AND, further amending by inserting under Section 2(a) of Article V, "No Parking Anytime", the following:

Cottage Street, both sides, west of Robbins Road, for approximately 450 feet.
Cottage Street, both sides, east of Robbins Road, for approximately 600 feet.
Industry Avenue, both sides, south of Cottage Street, for approximately 550 feet.
Robbins Road, both sides, north of Cottage Street, for approximately 450 feet.

NO TURN ON RED

Cottage Street Eastbound at Industry Avenue.
Industry Avenue Northbound at Cottage Street.
Robbins Road Southbound at Cottage Street.

AND, further amending by inserting under Section 16 of Article V, "LEFT TURN YIELD ON GREEN", the following:

Cottage Street Eastbound at Industry Avenue.
Industry Avenue Northbound at Cottage Street.
Robbins Road Southbound at Cottage Street.



MASSACHUSETTS DEPARTMENT OF TRANSPORTATION

TRAFFIC ENGINEERING

TRAFFIC CONTROL AGREEMENT

AGREEMENT BETWEEN THE
MASSACHUSETTS DEPARTMENT OF TRANSPORTATION AND THE
CITY OF SPRINGFIELD

FEDERAL AID PROJECT NO. Pending AGREEMENT NO. Pending

AGREEMENT, made this ____ day of _____, 2021 by and between the Massachusetts Department of Transportation, hereinafter called "MASSDOT," and the CITY of SPRINGFIELD, hereinafter called the "CITY," pursuant to the provisions of 23 U. S. C. §§ 109(d) & 116, and in accordance with the official standards of MASSDOT, which have been adopted in conformity with the provisions and recommendations of the Manual on Uniform Traffic Control Devices for Streets and Highways published by the Department of Transportation, Federal Highway Administration, hereinafter called "STANDARDS."

WHEREAS, MASSDOT and the CITY have agreed that COTTAGE STREET AT ROBBINS ROAD/INDUSTRY AVENUE INTERSECTION IMPROVEMENT PROJECT being in whole or in part a city way, has qualified to participate in the Federal Aid Program with the work being financed in part by the Federal Government; and

WHEREAS, the United States Government, through its Department of Transportation, Federal Highway Administration, requires that the project area upon completion will be operated and maintained in an adequate manner; and

WHEREAS, the CITY approves the proposed plans for the improvements and upon completion of the project will be the responsibility of the CITY.

NOW, THEREFORE, in consideration thereof, the CITY hereby agrees to conform to the following provisions:

I. GENERAL PROVISIONS

- A. All information, regulatory or warning signs, or other traffic control devices and all pavement or other markings within the ways located in the project area shall be designed, located and operated in accordance with the STANDARDS of MASSDOT for such devices.

- B. The Police Department of the CITY shall be the enforcement agency for traffic regulations established in accordance with this AGREEMENT and the traffic devices installed in connection therewith.
- C. Signed, dated and attested copies of amendments to the CITY traffic ordinances necessary for the enforcement of any specific provisions will be forwarded forthwith by the CITY to MASSDOT.

II. SPECIFIC PROVISIONS

A. RIGHT TURN ONLY

Cottage Street westbound at Robbins Road

B. LEFT LANE MUST TURN LEFT

Cottage Street eastbound at Industry Avenue

Industry Avenue northbound at Cottage Street

Robbins Road southbound at Cottage Street

C. RIGHT LANE MUST TURN RIGHT

Cottage Street westbound at Robbins Road

D. BICYCLE LANE

Cottage Street, both sides, west of Robbins Road, for approximately 450 feet

Cottage Street, both sides, east of Robbins Road, for approximately 400 feet

Industry Avenue, both sides, south of Cottage Street, for approximately 400 feet

Robbins Road, both sides, north of Cottage Street, for approximately 450 feet

E. RIGHT TURN YIELD TO CYCLISTS

Cottage Street westbound, approximately 400 feet east of Robbins Road

F. NO PARKING ANYTIME

Cottage Street, both sides, west of Robbins Road, for approximately 450 feet

Cottage Street, both sides, east of Robbins Road, for approximately 600 feet

Industry Avenue, both sides, south of Cottage Street, for approximately 550 feet

Robbins Road, both sides, north of Cottage Street, for approximately 450 feet

G. NO TURN ON RED

Cottage Street eastbound at Industry Avenue

Industry Avenue northbound at Cottage Street

Robbins Road southbound at Cottage Street

H. LEFT TURN YIELD ON GREEN

Cottage Street eastbound at Industry Avenue

Industry Avenue northbound at Cottage Street

Robbins Road southbound at Cottage Street

III. ACCESS AND EGRESS

Within the limits of the Federal Aid Project, neither additional driveways (residential or commercial) nor relocation or alteration of existing driveways shall be permitted unless they are in conformance with MASSDOT STANDARDS and receive prior written approval from MASSDOT.

IV. TRAFFIC ISLANDS

Traffic islands or median islands and traffic devices thereon are not to be installed, altered or removed without the prior written approval of MASSDOT. Parking is prohibited on and adjacent to all traffic islands and median islands within the Federal Aid Project area.

V. TRAFFIC CONTROL SIGNALS

- A. Traffic Control Signals shall be operated in strict accordance with the requirements and stipulation of the applicable permit.
- B. Changes in the operation of the traffic control signals located in the Federal Aid Project area are not to be made without the prior written approval of the DEPARTMENT.
- C. Traffic Control Signals, the operation of which are pertinent to the Federal Aid Project area covered by this Agreement, will be installed to control traffic as shown on the plans for this Federal Aid Project. All power charges for the operation of the installation will be the responsibility of the CITY as well as charges for maintenance and control. The traffic control signals listed below will be under the ownership of the CITY.

Cottage Street at Robbins Road/Industry Avenue

VI. MISCELLANEOUS

Traffic Controls or regulations instituted whether by MASSDOT or the CITY on ways or parts thereof within the Federal Aid Project are to remain in force and effect until proposed future changes have been approved in writing by MASSDOT.

MASSDOT will not approve any future proposed traffic control changes within the Federal Aid Project, which will in the opinion of MASSDOT, lessen to any degree the efficient utilization of the highway for traffic purposes.

VII. MAINTENANCE

The CITY, pursuant to the provisions of 23 U.S.C. §§ 109(d) & 116, shall properly maintain the way and all traffic signs and pavement markings under the control of the CITY within the project area.

VIII. PENALTY

Continued and willful failure on the part of the CITY to fulfill its responsibility in the proper maintenance, operation, and enforcement of the traffic regulations of the completed project may disqualify the CITY from

participation in future Federal Aid Projects in which the CITY has maintenance responsibility, as provided in Title 23 USC.

Such failure shall result in the withholding or withdrawal of the unexpended balance of any funds assigned to the CITY, under the provisions of MASS. GEN. LAWS ch. 90, § 34.

IN WITNESS WHEREOF, the Parties hereto have executed this AGREEMENT on the day and year first written.

CITY OF SPRINGFIELD

**MASSACHUSETTS DEPARTMENT OF
TRANSPORTATION**

MAYOR

HIGHWAY ADMINISTRATOR

LEGAL CERTIFICATION

This will certify that the CITY has complied with all applicable State Laws and its By-Laws and Ordinances as they apply to this AGREEMENT and that this AGREEMENT is a valid, binding Agreement with the CITY.

DATE

CITY COUNSEL

CERTIFICATE OF SIGNATORY

This will certify that the below named individuals are duly authorized and empowered to execute and deliver this AGREEMENT on behalf of the City of SPRINGFIELD.

NAME: Domenic J. Sarno

TITLE: MAYOR

SIGNED: _____

ATTEST Tasheena M. Davis

DATE: _____

CITY CLERK

SIGNED: _____

Attachment: Traffic Control Agreement (6087 : Traffic Control Agreement CottageSt, Robbins Rd. Intersection)

NOTICE OF MEETING
SPRINGFIELD TRAFFIC COMMISSION
MEETING AGENDA

Monday, March 1, 2021

Meeting Hour:
10:15 A.M

LOCATION:

In order to ensure that City officials can satisfy CDC social distancing guidelines to avoid exposure to contagions the City of Springfield is providing public notice pursuant to Governor Baker's March 12, 2020 Order Suspending Certain Provisions of the Open Meeting Law, G.L. c. 30A, §18, that this meeting will be held utilizing remote participation technology via ZOOM.

ACCEPT MINUTES OF THE MEETING OF January 11, 2021

New items:

21-02 Traffic Commission Election. Per City Ordinance the election of Traffic Commission Officers shall be held at the first Traffic Commission Meeting of the new calendar year.

21-03 Traffic Control Agreement. Project regarding Cottage Street at Robbins Road/ Industry Avenue Intersection.

21-04 Wellington Street. Remove No Parking 8:00am to 6:00pm- from Wilbraham Rd., to King St.

21-05 City Ordinance. Amendment of Chapter 327 Solid Waste.

TRAFFIC REGULATIONS 90 days trail.

21-06 Steven Street. No Parking 6AM to 6PM "starting 788 feet from Page Blvd southerly direction west side of Stevens Street for 382 Feet./ No Parking Any Time" starting 992 feet from Page Blvd southerly direction east side of Stevens Street for 121 Feet.

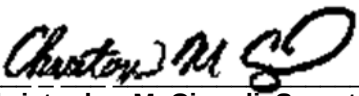
21-07 Longhill Street. Please install "No Parking MON 12pm thru THU 12 pm " starting 100 feet northerly direction from Sumner Ave. for 32 feet. / No Parking Any Time" starting 130 feet northerly direction from Sumner Ave. for 60 feet. Front of house 171 Longhill Street.

21-08 Vermont Street. No Parking Firefighter Only" north side of Vermont Street starting from 25 feet from the corner of White Street and Vermont Street 140 feet easterly.

21-09 Bowdoin Street. No Parking form 5:00 PM to 6:00 AM" both side of Bowdoin Street from ST James Ave. 480 feet on the west side and 100 feet on the east side.

NOTE: If you are unable to attend this meeting, please notify Hector Velez at 784-4891 or hvelez@springfieldcityhall.com to ensure a quorum.

By: _____


 Christopher M. Cignoli, Secretary
 Springfield Traffic Commission

Copies of said petition, texts and maps may be requested by email or phone or viewed at Tapley Street by appointment. Emails should be directed to HVelez@springfieldcityhall.com or by calling the Traffic Commission at (413) 784-4891

The meeting will be recorded and posted for viewing immediately after.

To View Public Hearing:

- CH 17 on Springfield's Comcast network or;
- FOCUS Springfield Community TV Website:
<http://focusspringfield.com/watch/government>

To Provide for Public Comment on this petition in writing prior to or within five days after the hearing:

Mail: Department of Public Works, Attn: Board of Public Works, 70 Tapley Street, Springfield, MA 01103
or Email: HVelez@springfieldcityhall.com .



City Council
36 Court Street
Springfield, MA 01103

Meeting: 03/08/21 07:00 PM
Department: Department of Public Works
Category: General
Prepared By: Hector Velez
Initiator: Hector Velez
Sponsors:
DOC ID: 6071

SCHEDULED

PETITION (ID # 6071)

EVERSOURCE- Jasper Street

ORDER FOR LOCATION OF UNDERGROUND CONDUIT

WHEREAS, The Board of Public Works, to which was referred the petition #6316 Jasper Street of Eversource Electric Company dated December 10, 2020 to install one (1) new 45 feet pole in the tree belt to support (Guy) existing pole 130/87 on Jasper Street.

WHEREAS, said #6316 Jasper Street was referred to the Board of Public Works on January 11, 2021; and

WHEREAS, On January 11, 2021 a Notice of a Public Hearing on #6316 Jasper Street, to be held January 27, 2021, was sent by mail, to all property owners abutting an affected road, various Departments, Utility Companies, etc before the day of the hearing and posted on two public bulletin board a copy of which is attached a hearing of the Board of Public Works was held as scheduled on site with the petitioner and interested parties.

WHEREAS, on January 27, 2021 the Board of Public Works reported thereon that, after careful consideration of petition #6316 Jasper Street to install one (1) new 45 feet pole in the tree belt to support (Guy) existing pole 130/87 on Jasper Street. One (1) new pole will be install on the tree belt between houses #226 & #232 on Jasper Street, the pole will be located on the west side of Jasper Street approximately seventy eight (78') feet south of existing from pole # 130/87, all as substantially shown on plan entitled:

EVERSOURCE, #6316 Jasper Street

consisting of one (1) sheet, which plan is incorporated herein by reference and is on file in the office of the Engineering Division of the Department of Public Works, Springfield, Massachusetts.

WHEREAS, petition #6316 Jasper Street came before the City Council for a Public Hearing on this date,

NOW THEREFORE, BE IT ORDERED:

1. That due care for public safety is exercised during construction including but not limited to the use of a police officer(s) for traffic control if necessary.
2. That said construction would not unnecessarily interfere with the movement of vehicular or pedestrian traffic in the area.

3. That care be taken during said construction not to damage any underground services.
4. That the construction site be returned to the same condition as found or better.
5. Said company shall indemnify and save harmless against all damages, costs and expenses whatsoever to which the City may be subjected in consequence of the acts or neglect of said Company, its agents or servants, or in any manner arising from the rights and privileges granted it by the City.
6. In addition said company shall, before a public way is disturbed for the laying of its wire or conduit, execute its bond in the penal sum of Ten Thousand Dollars (\$10,000) conditioned for faithful performance of its duties under this permit.
7. Said company shall comply with the requirements of existing Ordinances and orders and comply with any changes in Ordinances and orders as may hereafter be adopted by the Mayor and Council governing the construction and maintenance of buried cable, conduits and wires.
8. That any sidewalks that are damaged or removed will be replaced in kind and in accordance with the City of Springfield's Standard Specifications.
9. That ramps for the handicapped will be provided if and where required by law and in conformance with the Rules and Regulations of the Massachusetts Architectural Barrier Board.
10. That any curbing that is disturbed during construction will be reset to the established street grade using proper construction procedures.
11. That all proposed silo, manhole and hexhole covers will conform to and be compatible with established street, treebelt or sidewalk grades with suitable non-skid covers when in the sidewalk area.
12. That the Springfield Water and Sewer Commission be notified before construction begins. All installations of adjacent utilities must be a minimum of 4 feet from the existing water and/or sewer main, edge to edge of pipe.
13. That asphalt trench restoration be done in accordance with the City of Springfield DPW requirements.
14. That all conditions set forth in the respective order are complied with.

PETITION FOR POLE AND WIRE LOCATIONS

To the City Council of the City of Springfield, Massachusetts

EVERSOURCE requests permission to locate a line of poles, wires, cables and fixtures, including the necessary sustaining and protecting fixtures along and across the following public way:

JASPER ST

INSTALL (1) SOLELY OWNED ES POLE TO PROPERLY SUPPORT (GUY) EXISTING POLE 130/87 AT THE CORNER OF BAY ST AND JASPER ST.

INSTALL 1-45' WOOD POLE IN TREEBELT, 78' SOUTH OF EXISTING POLE 130/87.

Drawing # 6316

Wherefore it prays that after due notice and hearing as provided by law, let it be granted a location for and permission to construct and maintain a line of poles, wires and cables, together with such sustaining and protecting fixtures as they may find necessary, said poles to be erected substantially in accordance with the plan filed herewith and made a part hereof marked -

Also, for permission to lay and maintain underground laterals, cables and wires in the above or intersecting public ways for the purpose of making connections with such poles and buildings as it may desire for distributing purposes.

Your petitioner agrees to reserve space for one cross arm at a suitable point on each of said poles for the fire, police, telephone and telegraph signal wires belonging to the municipality and used by it exclusively for municipal purposes.

EVERSOURCE

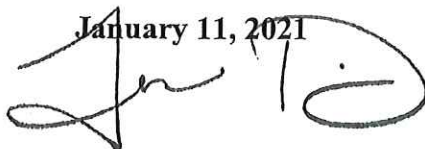
By Michael Santos

Michael Santos, Technician
Phone # 413-214-9374

Dated this 10th day of December, 2020

A true copy of a petition referred to the Board of Public Works on:

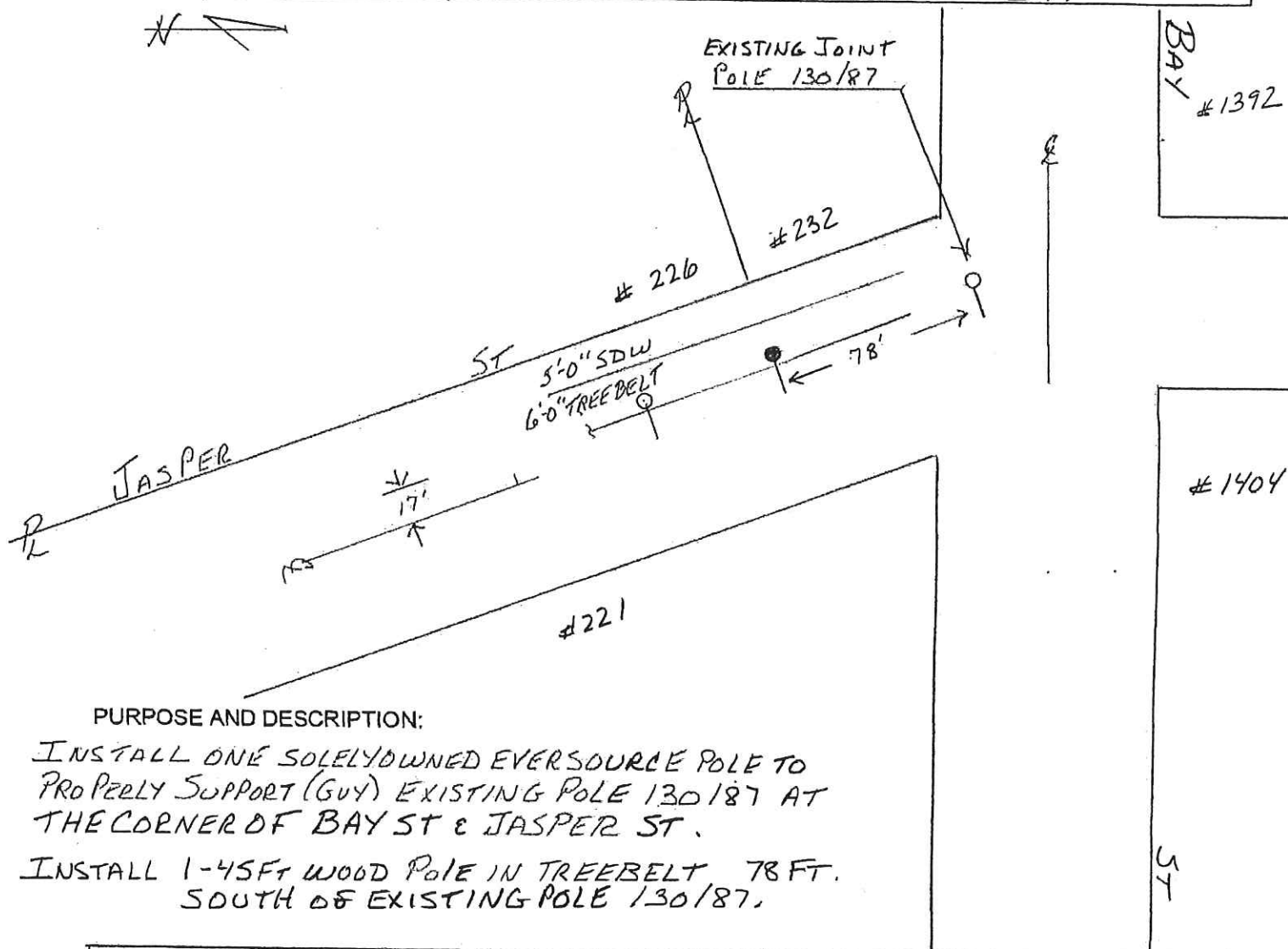
Attest:

January 11, 2021


Tasheena M. Davis, Esquire

Attachment: petition #6316 Jasper St. (6071 : EVERSOURCE- Jasper Street)

EVERSOURCE	TOWN SPRINGFIELD
NEW ENGLAND TELEPHONE & TELEGRAPH COMPANY	STREET 6316 JASPER ST.



PURPOSE AND DESCRIPTION:

INSTALL ONE SOLELY OWNED EVERSOURCE POLE TO PROPERLY SUPPORT (GUY) EXISTING POLE 130187 AT THE CORNER OF BAY ST & JASPER ST.

INSTALL 1-45FT WOOD POLE IN TREEBELT 78 FT.
SOUTH OF EXISTING POLE 130/87.

LEGEND

- | | | | | | |
|---|---|---|-----------------------|---|---------|
|  | PROPOSED JOINT POLE |  | HANDHOLE |  | MANHOLE |
|  | PROPOSED EVERSOURCE POLE |  | PAD MOUNT TRANSFORMER |  | HEXHOLE |
|  | EXISTING JOINT POLE |  | UG. CONDUIT | | |
|  | EXISTING EVERSOURCE POLE |  | UG. PRIMARY CABLE | | |
|  | EXISTING EVERSOURCE POLE TO BE MADE JOINT |  | UG. SECONDARY CABLE | | |
|  | EXISTING FOREIGN POLE TO BE MADE JOINT | | | | |

NAME	DOB	DISTANCE ARE APPROXIMATE	PHONE NO
MIKE SANTOS	65032108	N.T.S	
michael.santos@eversource.com	WR# 3496206		
413 314-9374			

Attachment: plan Jasper St. (6071 : EVERSOURCE- Jasper Street)



City Council
36 Court Street
Springfield, MA 01103

Meeting: 03/08/21 07:00 PM
Department: Department of Public Works
Category: General
Prepared By: Hector Velez
Initiator: Hector Velez
Sponsors:
DOC ID: 6057

TABLED

PETITION (ID # 6057)

Armory Street Pet 10,292

Order of Discontinuance of a Section of Private Way Known as Armory Street Between Atwater Road and Weaver Road and Conditions.

WHEREAS, the City of Springfield is in receipt of a Petition to “discontinue and abandon a section of private way known as Armory Street between Atwater Road and Weaver Road, approximate area of 15,750 square feet”, a copy of said petition dated September 30, 2020 (#10,292); and

WHEREAS, said petition #10,279 was referred to the Board of Public Works and the Planning Board on October 10, 2020; and

WHEREAS, On October 30, 2020 a Notice of a Public Hearing on petition #10,292, to be held November 23, 2020, was sent by registered mail, return receipt requested, to all property owners abutting an affected road, various Departments, Utility Companies, etc before the day of the hearing and posted on two public bulletin board a copy of which is attached a hearing of the Board of Public Works was held as scheduled on site with the petitioner and interested parties.

WHEREAS, on November 23, 2020 the Board of Public Works reported thereon that, after careful consideration of petition #10,292, the Board of Public Works is of the opinion common convenience and necessity recommends that the small section of private way known as Armory Street between Atwater Road and Weaver Road abandoned as shown on plan entitled:

Springfield, MA

Section of Armory Street Discontinuance

Between Atwater Road and Weaver Road (15,750 SF)

Prepared for the Board of Public Works

Scale: 1”-20’

Date October 11. 2020

consisting of one (1) sheet, which plan is incorporated herein by reference and is on file in the office of the Engineering Division of the Department of Public Works, Springfield, Massachusetts and which is to be recorded in the Hampden County Registry of Deeds; and,

The Board further recommended that easements be granted so that the rights of the Springfield Water and Sewer Commission, its employees and agents (collectively "The Commission") having continuing access to The Commission's water and sewer mains in the discontinued portion of Armory Street, as shown on the plans attached hereto and made a part hereof, for the purposes of replacing, maintaining, operating, and repairing its water and sewer mains, including the operation of all valves and hydrants, be reserved within the discontinued area shown on the above mentioned plan.

The Board further opined that no damages would be sustained by any person, firm, or corporation in their property by reason of the proposed abandon a section of Armory Street; and,

WHEREAS, petition #10,2792 came before the City Council for a Public Hearing on this date,

NOW THEREFORE, BE IT ORDERED:

1. that the City Council of the City of Springfield with the approval of the Mayor, finds that the section of the private way of Armory Street between Atwater Road and Weaver Road has become abandoned and unused for ordinary travel and that the common convenience and necessity no longer requires said way to be maintained in a condition reasonably safe and convenient for travel; and,
2. declares that the city shall no longer be bound to keep such way in repair; and,
3. upon filing of this Order with the city clerk, this Order shall take effect, provided that sufficient notice to warn the public that the way is no longer maintained is posted at both ends of such way or portions thereof; and,
4. this order is conditioned upon and subject to the rights of the Springfield Water and Sewer Commission, its employees and agents (collectively "The Commission") having continuing access to The Commission's water and sewer mains in the discontinued portion of Armory Street, as shown on the plans attached hereto and made a part hereof, for the purposes of replacing, maintaining, operating, and repairing its water and sewer mains, including the operation of all valves and hydrants to the recording of the abandonment of Armory Street. Plans for the water and sewer to be part of the abandonment are attached herein; and
5. The petitioner must produce two (2) mylar plans showing the area to be discontinued. The plans must be stamped by a Professional Land Surveyor and one plan will be filed by the City Clerk in the Registry of Deeds and one

plan will be filed in the Engineering Division of the Department of Public Works after the approval of this petition; and

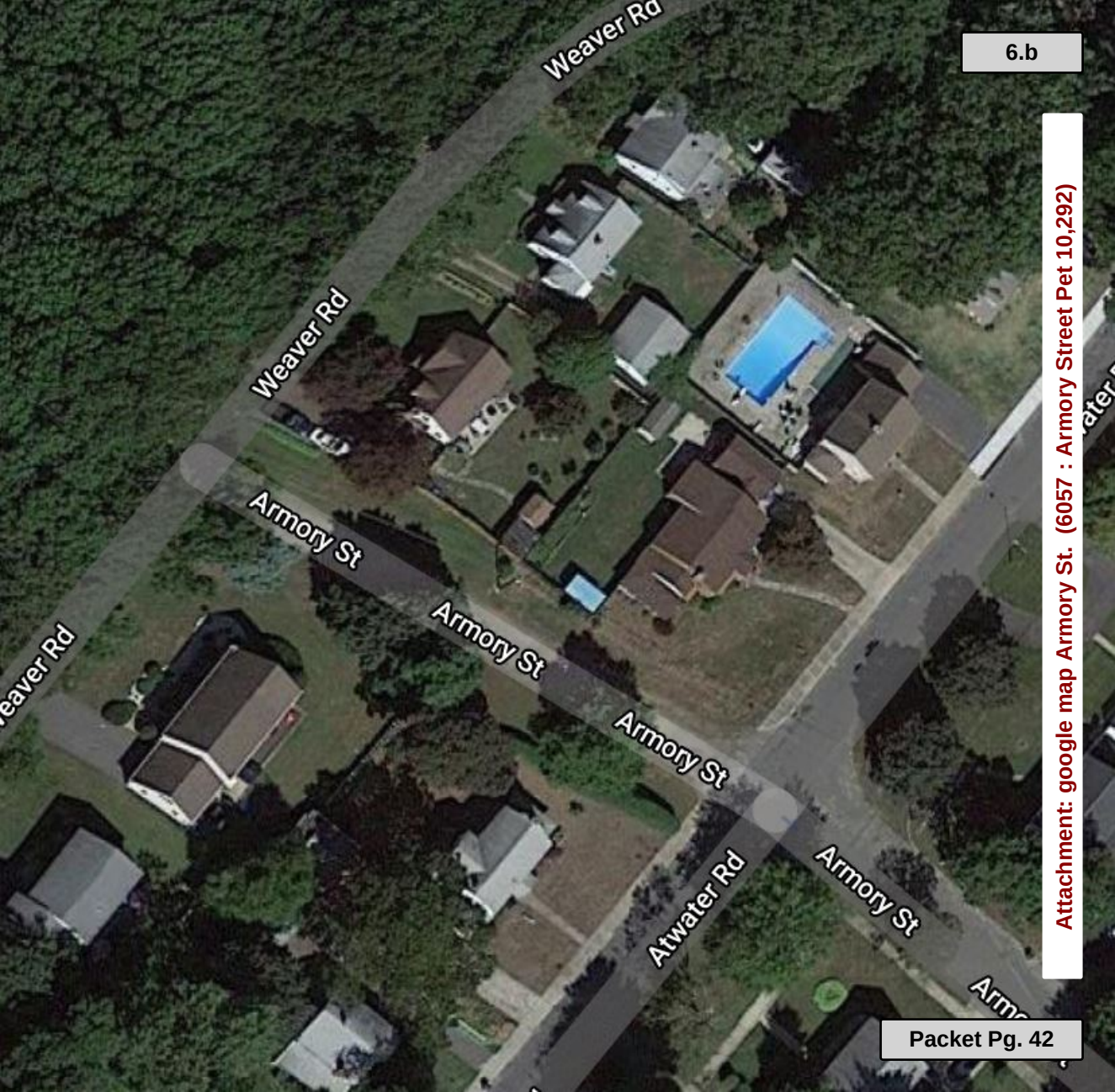
HISTORY:**02/08/21 City Council****CONTINUE****Next: 03/08/21**

Councilor Fenton recused himself from this matter.

Chris Cignoli, DPW Director, asked the item be continued.

Councilor Allen made a motion to continue, seconded by Councilor Walsh. With all being in favor, the item was continued.





6.b

Attachment: google map Armory St. (6057 : Armory Street Pet 10,292)

NOTICE OF MEETING

CITY OF

SPRINGFIELD, MASSACHUSETTS

PET. NO. 10,292

October 30, 2020

The Board of Public Works, to which was referred the petition of Denise Toledo and others, praying:

- To discontinue and abandon a section of private way known as Armory Street between Atwater Road and Weaver Road, approximate area of 15,750 square feet.”

hereby gives notices that said Board will meet at the corner of Weaver Road and Armory Road Springfield, MA on **Monday, November 23, 2020**, at one (1:00 P.M.) o'clock in the evening.

View the premises.

View the plan.

Hear all persons interested therein.

Determine whether the Board shall recommend the proposed private way abandon in said petition.

Estimate any damages resulting from the action of the Board.

JOHN J. FITZGERALD)

MICHAEL TRIGGS)

RAYMOND A. AVEZZIE)

BOARD OF PUBLIC WORKS

Attachment: NOTICE OF MEETING FOR PET.10,292 (6057 : Armory Street Pet 10,292)

Attachment: GIS (6057 : Armory Street Pet 10,292)

To whom it may concern:

I am writing on behalf of the owners and abutters a request to discontinue and abandon a private way known as Armory Street Extension, between Atwater Road and Weaver Road an approximate area of 16,200 square feet.

The owners, neighbors, and abutters on Armory Street Extension want to discontinue this unpaved private way between Atwater Road and Weaver Road due to overnight parking, drug use and a number of quality of life issues that have increased over the past few years. Increased traffic on the dirt road contributes to potholes and damage to the road.

There have been multiple incidents of cars parking very late at night/overnight with engines and music impacting quality of life to the neighbors and tying up Springfield Police Department resources, unnecessarily. There have been several incidents of drug use in cars in the neighborhood. This dirt road is a prime location for 'parking' due to its secluded and unlit nature, with easy access to multiple exits.

Armory Street Extension is a private way which only has one legitimate use- when it is used as a cut through between Weaver Road and Atwater Road by individuals seeking to access the few homes on Weaver Road. If Armory Street Extension is closed, there will still be two access points to Weaver Road from the public way on Atwater Road, which are only a few hundred feet apart. If approved, Armory Street Extension would be closed and the road would be divided down the middle into the control of the four abutter properties.

For questions, please reach out to Denise Toledo or Julio Toledo, of 67 Weaver Road, Springfield, MA.

Sincerely,

The Neighbors and Owners of Armory Street Extension

Julio Toledo
67 Weaver Road

Lisa Jarvis
79 Weaver Road

Daniel D'Alma
222 Atwater Road

Jonathan Berthiaume
210 Atwater Road

Denise 100@hotmail.com
413-885-7395

PET. NO 10,292

The undersigned respectfully petition your honorable body

"To discontinue and abandon a section of private way known as Armory Street Extension Road between Weaver Road and Atwater Road, approximate area of 16,200 square feet."

Springfield, Massachusetts

Name:

Address:

	67 Weaver Rd
Denise Toledo	67 Weaver Rd
Anthony Blinn	210 Atwater Rd
Linda Jarvis	79 Weaver Road
John B. Carroten	87 Weaver Rd.
Deborah Omer	95 Weaver Rd
Karen Calogore	163 Weaver Rd.
MARILYN DILLON	57 Weaver Rd

Attachment: Petition Armory St. 10,292 (6057 : Armory Street Pet 10,292)



City Council

TABLED

Meeting: 03/08/21 07:00 PM
Initiator: Christopher Fraser
Sponsors: Mayor Domenic J. Sarno
DOC ID: 6039

7

FY21 Shannon CSI Grant - In-Kind Match Required - \$1,062,975.90 (Mayor Sarno)

WHEREAS, the Springfield Police Department ("Department") has been awarded an FY21 Shannon Community Safety Initiative ("CSI") Grant in the amount of \$1,062,975.90 from the Massachusetts Executive Office of Public Safety and Security; and

WHEREAS, the purpose of the grant is to help the Police Department identify and work directly with gang members and youth at risk of becoming involved with gang activity to promote prevention, intervention, and suppression which will reduce gang-related crime and youth violence; and

WHEREAS, the Department intends to use the grant funds to pay for police overtime, program supplies, salary expenses associated with a coordinator, and vendor contracts; and

WHEREAS, the grant will pay \$1,062,975.90, and requires a match of \$697,748.14 through in-kind services or expenses; and

WHEREAS, the Department has accepted the grant and requests authorization from the City Council and the Mayor to expend the grant funds listed below for the purposes of such grants; and

WHEREAS, the Chief Administrative and Financial Officer, after an evaluation of all pertinent financial information reasonably available, has certified that the City's financial resources and revenues are and will continue to be adequate to support the proposed expenditures and obligations involved in the City Council Order authorizing the expenditure of the grant funds listed herein, subject to the approval of the Mayor, without a detrimental impact on the continuous provision of the existing level of municipal services, in accordance with Section 2(f) of Chapter 656 of the Acts of 1989, as added by Section 1 of Chapter 468 of the Acts of 2008.

NOW THEREFORE BE IT ORDERED, acting pursuant to Mass. Gen. Laws ch. 44, sec. 53A, that the City Council approves the expenditure by the Department of the grant funds listed below for the purposes of such grants, subject to the approval of the Mayor, and the grant funds received shall be deposited with the City Treasurer and held as a separate account and may be expended for the purposes of the grant without further appropriation:

FY21 Shannon CSI Grant - \$1,062,975.90



REQUEST FOR GRANT SETUP

This form and the required attachments are required by the Office of the City Comptrollers before a Grant Fund and related accounts will be created in MUNIS. Please do not use this form for requesting a non-grant related account to be created – use the Request for New Account form instead. Please return this form and the required attachments to the Office of the City Comptrollers.

All fields are mandatory.

Date of Request	1-25-2021
Department Requesting Grant Setup	Police
Department Phone # (Please include extension)	787-6385
Name and Title of Person to Contact in Case of Questions	Lisa Willis

Was this Grant previously setup for a prior fiscal year?

If yes, please indicate your previous project number: Yes 88820

If this is a new Grant, have you filled out the “Approval to apply for a grant” Form?
(Y/N) N If yes, please attach a copy of the Approved Form.

Grant Type:

State – Highway
Federal Pass-Through DOE– School
Federal Direct– School
Federal – City
State DOE– School
State Other – School
State – City
Private/Other

X

Grant Name: Shannon Community Safety Initiative (CSI) Grant

Total Grant Amount Awarded: \$ 1,062,975.90

Attachment: FY21 Shannon Grant (6039 : FY21 Shannon CSI Grant - In-Kind Match Required - \$1,062,975.90)

Is this a Reimbursable Grant?

(Y/N) Y

A Reimbursable Grant is defined as one that requires that you pay for expenses first and then you apply to the grantor for a reimbursement of the exact amount actually expended.

If it is a Reimbursable Grant, please enter Grantor contact information or the CID # if Grantor is already in the customer file:

Entity Name	Executive Office of Public Safety and Security
Contact Person	Corine Pryme
Street Address	10 Park Plaza Suite 3720 A
City, State, Zip Code	Boston MA 02116
Telephone	617-725-3322
Fax	617-725-0260
E-Mail	Corine.a.pryme@mass.gov

Actual Award Date 1/15/2021

Board Approval Date

Start Date 1/15/2021

Expiration Date 12/31/2021

Renewal Action Date (optional)

If there are any Matching Funds:

Type	In-Kind Match
Percent	
Amount	\$697,748.14

Comments re: Description/Purpose of Grant

Identify and reduce gang-related crime and youth violence

Comments re: Conditions/Restrictions of Grant

If this is a Federal Grant, enter CFDA#:

If applicable enter the State ID # :

What is the required drawdown frequency?

(Ex: Monthly, Quarterly) Two payments

If payment is to be sent by Grantor as a Wire,

Please enter any wire reference/identification # that may be used (if known)

Attachment: FY21 Shannon Grant (6039 : FY21 Shannon CSI Grant - In-Kind Match Required - \$1,062,975.90)

Please list all object codes needed for the grant.
(Attach additional sheets if additional orgs and roll-ups are needed):

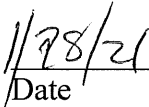
Org Code: 2882100

Object Codes: 501000 \$36,720.00
506000 \$223,788.80
530105 \$802,467.10

Once the final Parks Department Budget for this grant is decided, we will request additional line items as we did for project code 88820.

Budget Roll-Up Codes: Yes, please allow roll up codes

I hereby attest that under the penalties of Chapter 656, I will adhere to all regulations in this grant agreement. I am responsible for timely and accurate reimbursements in the amounts listed above.

Signature   
Date

Please attach the following documents:

- ☐ Signed Approval to Apply for a Grant Form
- ☐ Grant Award Letter
- ☐ City Council/Mayor Approval
- ☐ Any other relevant documentation

This Form and all relevant attachments will be scanned and attached in the Grant Maintenance module in MUNIS and can be viewed or printed at your convenience.



COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM

This form is jointly issued and published by the Office of the Comptroller (CTR), the Executive Office for Administration and Finance (ANF), and the Operational Services Division (OSD) as the default contract for all Commonwealth Departments when another form is not prescribed by regulation or policy. The Commonwealth deems void any changes made on or by attachment (in the form of addendum, engagement letters, contract forms or invoice terms) to the terms in this published form or to the [Standard Contract Form Instructions and Contractor Certifications](#), the [Commonwealth Terms and Conditions for Human and Social Services](#) or the [Commonwealth IT Terms and Conditions](#) which are incorporated by reference herein. Additional non-conflicting terms may be added by Attachment. Contractors are required to access published forms at CTR Forms: <https://www.macomptroller.org/forms>. Forms are also posted at OSD Forms: <https://www.mass.gov/lists/osd-forms>.

CONTRACTOR LEGAL NAME: City of Springfield (and d/b/a):		COMMONWEALTH DEPARTMENT NAME: Executive Office of Public Safety and Security MMARS Department Code: EPS	
Legal Address: (W-9, W-4): 311 State St, Springfield, MA, 01105-1320		Business Mailing Address: 10 Park Plaza, Suite 3720A, Boston, MA, 02116	
Contract Manager: Vanessa Lima	Phone: (413) 328-1971	Billing Address (if different):	
E-Mail: VLima@springfieldpolice.net	Fax:	Contract Manager: Corine Pryme	Phone: (617) 725-3322
Contractor Vendor Code: VC6000192140		E-Mail: corine.a.pryme@mass.gov	Fax: (617) 725-0260
Vendor Code Address ID (e.g. "AD001"): AD001. (Note: The Address ID must be set up for EFT payments.)		MMARS Doc ID(s): SCEPSFY21SHANNONSPRI	
		RFR/Procurement or Other ID Number: Grant Application	
☒ NEW CONTRACT PROCUREMENT OR EXCEPTION TYPE: (Check one option only) ☐ Statewide Contract (OSD or an OSD-designated Department) ☐ Collective Purchase (Attach OSD approval, scope, budget) ☒ Department Procurement (includes all Grants - 815 CMR 2.00) (Solicitation Notice or RFR, and Response or other procurement supporting documentation) ☐ Emergency Contract (Attach justification for emergency, scope, budget) ☐ Contract Employee (Attach Employment Status Form, scope, budget) ☐ Other Procurement Exception (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope and budget)		☐ CONTRACT AMENDMENT Enter Current Contract End Date <u>Prior</u> to Amendment: ____, 20 ____. Enter Amendment Amount: \$ _____. (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of amendment changes.) ☐ Amendment to Date, Scope or Budget (Attach updated scope and budget) ☐ Interim Contract (Attach justification for Interim Contract and updated scope/budget) ☐ Contract Employee (Attach any updates to scope or budget) ☐ Other Procurement Exception (Attach authorizing language/justification and updated scope and budget)	
The Standard Contract Form Instructions and Contractor Certifications and the following Commonwealth Terms and Conditions document are incorporated by reference into this Contract and are legally binding: (Check ONE option): ☒ Commonwealth Terms and Conditions ☐ Commonwealth Terms and Conditions For Human and Social Services ☐ Commonwealth IT Terms and Conditions			
COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00 . ☐ Rate Contract. (No Maximum Obligation) Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) ☒ Maximum Obligation Contract. Enter total maximum obligation for total duration of this contract (or <i>new</i> total if Contract is being amended). \$1,062,975.90			
PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days __% PPD; Payment issued within 15 days __% PPD; Payment issued within 20 days __% PPD; Payment issued within 30 days __% PPD. If PPD percentages are left blank, identify reason: ☒ agree to standard 45 day cycle ☐ statutory/legal or Ready Payments (M.G.L. c. 29, § 23A); ☐ only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)			
BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.)			
Senator Charles E. Shannon Jr., Community Safety Initiative Funding ; 2021 Shannon Anti-Gang Grant ; 8100-0111 ; \$1,062,975.90			
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: ☒ 1. may be incurred as of the Effective Date (latest signature date below) and no obligations have been incurred prior to the Effective Date. ☐ 2. may be incurred as of ____, 20 ____, a date LATER than the Effective Date below and no obligations have been incurred prior to the Effective Date. ☐ 3. were incurred as of ____, 20 ____, a date PRIOR to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.			
CONTRACT END DATE: Contract performance shall terminate as of <u>12/31/2021</u> , with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.			
CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor certifies that they have accessed and reviewed all documents incorporated by reference as electronically published and the Contractor makes all certifications required under the Standard Contract Form Instructions and Contractor Certifications under the pains and penalties of perjury, and further agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions, this Standard Contract Form, the Standard Contract Form Instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Response (excluding any language stricken by a Department as unacceptable, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07 , incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
AUTHORIZING SIGNATURE FOR THE CONTRACTOR: X: <u><i>Domenic J. Samo</i></u> Date: <u>1/7/21</u> (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Domenic J. Samo</u> Print Title: <u>Mayor, City of Springfield</u>		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: <u><i>Kevin J. Stanton</i></u> Date: <u>1/15/21</u> (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Kevin J. Stanton</u> Print Title: <u>Executive Director</u>	

RECEIVED JAN 15 2021



City Council

SCHEDULED

Meeting: 03/08/21 07:00 PM
Initiator: Hamediah Mohamed
Sponsors: Mayor Domenic J. Sarno
DOC ID: 6074

8

FY21 State Aid to Public Library- No Match Required - \$374,526.00 (Mayor Sarno)

WHEREAS, the Library Department has been awarded a FY21 State Aid to Public Libraries grant of \$374,526.00 from the Commonwealth of Massachusetts Board of Library Commissioners; and

WHEREAS, the State Aid to the Public Libraries is an integral part of the Board of Library Commissioners responsibility to support, develop, coordinate, improve and promote library services throughout the Commonwealth; and

WHEREAS, the Department intends to use the state aid to provide funding for, Printing and Binding, Library Materials, Library programs, Professional Development, and Salary and Wages; and

WHEREAS, the Department has accepted the grant and requests authorization from the City Council and the Mayor to expend the grant funds listed below for the purposes of such grants; and

WHEREAS, the Chief Administrative and Financial Officer, after an evaluation of all pertinent financial information reasonably available, has certified that the City's financial resources and revenues are and will continue to be adequate to support the proposed expenditures and obligations involved in the City Council Order authorizing the expenditure of the grant funds listed herein, subject to the approval of the Mayor, without a detrimental impact on the continuous provision of the existing level of municipal services, in accordance with Section 2(f) of Chapter 656 of the Acts of 1989, as added by Section 1 of Chapter 468 of the Acts of 2008.

NOW THEREFORE BE IT ORDERED, acting pursuant to Mass. Gen. Laws ch. 44, sec. 53A, that the City Council approves the expenditure by the Department of the grant funds listed below for the purposes of such grant, subject to the approval of the Mayor, and the grant funds received shall be deposited with the City Treasurer and held as a separate account and may be expended for the purposes of the grant without further appropriation.

FY21 State Aid to Public Library - No Match Required - \$374,526.00



REQUEST FOR GRANT SETUP

This form and the required attachments are required by the Office of the City Comptrollers before a Grant Fund and related accounts will be created in MUNIS. Please do not use this form for requesting a non-grant related account to be created – use the Request for New Account form instead. Please return this form and the required attachments to the Office of the City Comptrollers.

All fields are mandatory.

Date of Request 02/16/2021

Department Requesting Grant Setup Library

Department Phone # (Please include extension) 263-6828
x290

Name and Title of Person to Contact in Case of Questions S. Martin- Bus. Mgr

Was this Grant previously setup for a prior fiscal year? Yes
If yes, please indicate your previous project number: 83820

If this is a new Grant, have you filled out the “Approval to apply for a grant” Form?
(Y/N) N If yes, please attach a copy of the Approved Form.

Grant Type:

State – Highway
Federal Pass-Through DOE– School
Federal Direct– School
Federal – City
State DOE– School
State Other – School
X State – City
Private/Other

Grant Name: Massachusetts Board of Library Commissioners FY21 State Aide

Total Grant Amount Awarded: \$374,526

Is this a Reimbursable Grant? (Y/N) N

A Reimbursable Grant is defined as one that requires that you pay for expenses first and then you apply to the grantor for a reimbursement of the exact amount actually expended.

If it is a Reimbursable Grant, please enter Grantor contact information or the CID # if Grantor is already in the customer file:

Entity Name
Contact Person
Street Address
City, State, Zip Code
Telephone
Fax
E-Mail

Actual Award Date 02/04/2021

Board Approval Date

Start Date 2/04/2021

Expiration Date

Renewal Action Date (optional)

If there are any Matching Funds:

Type
Percent
Amount

Comments re: Description/Purpose of Grant

Comments re: Conditions/Restrictions of Grant

If this is a Federal Grant, enter CFDA#:

If applicable enter the State ID # :

What is the required drawdown frequency?

(Ex: Monthly, Quarterly)

If payment is to be sent by Grantor as a Wire,

Please enter any wire reference/identification # that may be used (if known)

Attachment: FY21 State Aid (6074 : FY21 State Aid to Public Library - No Match Required - \$374,526.00)

Please list all object codes needed for the grant.
(Attach additional sheets if additional orgs and roll-ups are needed):

Org Code: 28386105

Object Codes: 530105 551700 571100 551300 524020 531040 531200 580600 501000

Budget Roll-Up Codes: YES

I hereby attest that under the penalties of Chapter 656, I will adhere to all regulations in this grant agreement. I am responsible for timely and accurate reimbursements in the amounts listed above.

Molly Fogarty
Signature

02/16/2021
Date

Please attach the following documents:

- Signed Approval to Apply for a Grant Form
- Grant Award Letter
- City Council/Mayor Approval
- Any other relevant documentation

This Form and all relevant attachments will be scanned and attached in the Grant Maintenance module in MUNIS and can be viewed or printed at your convenience.

Martin, Shavena

From: Fogarty, Lee
Sent: Thursday, February 4, 2021 2:26 PM
To: Martin, Shavena
Cc: Leaders, Carol
Subject: FW: MBLC Commissioners certify 294 municipalities for State Aid
Attachments: ATT00001.txt

FYI

We were certified by the MBLC at their Board meeting today.

The MBLC will not be sending award letters. See link below to certified libraries. Our State Aid Award is \$374,526. The first payment is \$191,903.52 (which includes our net lender reimbursement.) . The second payment will be sent in April.

We should be expecting the first payment to be sent electronically to the City /Treasurer's office early next week.

Thanks!

Best, Molly

Molly Fogarty, Director
 Springfield City Library – All Yours, Just Ask
 220 State St.
 Springfield, MA 01103
 413-263-6828 ext. 290
lfogarty@springfieldlibrary.org

Connect with us!

www.facebook.com/springfieldcitylibrary

www.twitter.com/SpfldMassLib

www.springfieldlibrary.org

From: stateaid-request@mblc.state.ma.us [<mailto:stateaid-request@mblc.state.ma.us>] **On Behalf Of** Quinn, MaryRose (BLC)
Sent: Thursday, February 4, 2021 2:18 PM
To: stateaid@mblc.state.ma.us; trustees-announce@mblc.state.ma.us
Cc: Quinn, MaryRose (BLC); Babbitt, Liz (BLC); Ng, Uechi (BLC)
Subject: [stateaid] MBLC Commissioners certify 294 municipalities for State Aid

Hello All,

At their monthly board meeting this morning (February 4, 2021), MBLC Commissioners certified 294 municipalities meeting the Municipal Appropriation Requirement for the FY 2021 State Aid to Public Libraries Program. One more

Attachment: FY21 State Aid (6074 : FY21 State Aid to Public Library - No Match Required - \$374,526.00)

municipality that met the MAR after receiving additional funding last month will be approved at the March 4, 2021 meeting. The Awards will be distributed to the municipalities in half payments as soon as they are processed.

This email is your official notification that the awards have been posted on the Awards page in the State Aid section of the MBLC website: <https://mblc.state.ma.us/programs-and-support/state-aid-and-arls/awards.php>. There will be no Award letter sent this year due to COVID 19, as State Aid Staff continues to work remotely. Please share this information with your municipal officials.

The list is available at [Certified Municipalities and Awards To Date](#) (PDF).

Second payments for libraries meeting full compliance will be distributed after half payments are sent to municipalities approved for waivers. Waivers will be voted on at the March meeting.

FY 2021 Awards and Certification Status

- [Certified Municipalities and Awards To Date](#) (PDF)
Updated after Board meetings when municipalities are certified.
- [Communities Not Certified](#)
Updated, when ineligible municipalities lose certification due to non-compliance with the Minimum Requirements of Free Public Library Service. Updated again after the Board denies waivers of the Municipal Appropriation Requirement.

Congratulations to all State Aid recipients!

Mary Rose

Mary Rose Quinn

Head of State Programs /Government Liaison
Massachusetts Board of Library Commissioners

maryrose.quinn@state.ma.us

617-725-1860 x220

1-800-952-7403 x220 (in state)

****We have moved – our new address is:**

90 Canal Street, Suite 500

Boston, MA 02114-2018

[2020 Census Resource Guide](#)

[COVID-19 Resources for Libraries](#)

mass.gov/mblc

Attachment: FY21 State Aid (6074 : FY21 State Aid to Public Library - No Match Required - \$374,526.00)



City Council

SCHEDULED

Meeting: 03/08/21 07:00 PM
Initiator: Hamediah Mohamed
Sponsors: Mayor Domenic J. Sarno
DOC ID: 6075

9

Massachusetts Cultural Council Grant - In-Kind Match Required - \$15,000.00 (Mayor Sarno)

WHEREAS, the Springfield City Library ("Department") has been awarded a Massachusetts Cultural Council Grant of \$15,000.00 From the Massachusetts Cultural Council; and

WHEREAS, the purpose of the grant is to support a diverse community and connect them to timely, accessible resources through responsive public service; and

WHEREAS, the Department intends to use the grant funds for such purposes; and

WHEREAS, the grant will pay \$15,000.00, and requires a match of \$15,000.00 through in-kind services; and

WHEREAS, the Department has accepted the grant and requests authorization from the City Council and the Mayor to expend the grant funds listed below for the purposes of such grants; and

WHEREAS, the Chief Administrative and Financial Officer, after an evaluation of all pertinent financial information reasonably available, has certified that the City's financial resources and revenues are and will continue to be adequate to support the proposed expenditures and obligations involved in the City Council Order authorizing the expenditure of the grant funds listed herein, subject to the approval of the Mayor, without a detrimental impact on the continuous provision of the existing level of municipal services, in accordance with Section 2(f) of Chapter 656 of the Acts of 1989, as added by Section 1 of Chapter 468 of the Acts of 2008.

NOW THEREFORE BE IT ORDERED, acting pursuant to Mass. Gen. Laws ch. 44, sec. 53A, that the City Council approves the expenditure by the Department of the grant funds listed below for the purposes of such grant, subject to the approval of the Mayor, and the grant funds received shall be deposited with the City Treasurer and held as a separate account and may be expended for the purposes of the grant without further appropriation.

Massachusetts Cultural Council Grant - In-Kind Match Required - \$15,000.00



REQUEST FOR GRANT SETUP

This form and the required attachments are required by the Office of the City Comptrollers before a Grant Fund and related accounts will be created in MUNIS. Please do not use this form for requesting a non-grant related account to be created – use the Request for New Account form instead. Please return this form and the required attachments to the Office of the City Comptrollers.

All fields are mandatory.

Date of Request 01/28/2021

Department Requesting Grant Setup Library

Department Phone # (Please include extension) 263-6828
x290

Name and Title of Person to Contact in Case of Questions S. Martin- Bus. Mgr

Was this Grant previously setup for a prior fiscal year? Yes

If yes, please indicate your previous project number: 83620

If this is a new Grant, have you filled out the “Approval to apply for a grant” Form?
(Y/N) If yes, please attach a copy of the Approved Form.

Grant Type:

State – Highway

Federal Pass-Through DOE– School

Federal Direct– School

Federal – City

State DOE– School

State Other – School

X State – City

Private/Other

Grant Name: Massachusetts Cultural Council

Total Grant Amount Awarded: \$15,000

Is this a Reimbursable Grant? (Y/N) N

A Reimbursable Grant is defined as one that requires that you pay for expenses first and then you apply to the grantor for a reimbursement of the exact amount actually expended.

If it is a Reimbursable Grant, please enter Grantor contact information or the CID # if Grantor is already in the customer file:

Entity Name
Contact Person
Street Address
City, State, Zip Code
Telephone
Fax
E-Mail

Actual Award Date 01/08/2021

Board Approval Date

Start Date 1/28/2021

Expiration Date 6/30/2021

Renewal Action Date (optional)

If there are any Matching Funds:

Type
Percent
Amount

Comments re: Description/Purpose of Grant

Comments re: Conditions/Restrictions of Grant

If this is a Federal Grant, enter CFDA#:

If applicable enter the State ID # \ :

What is the required drawdown frequency?

(Ex: Monthly, Quarterly)

If payment is to be sent by Grantor as a Wire,

Please enter any wire reference/identification # that may be used (if known)



January 27, 2021

Timothy J. Plante, Chief Administrative and Financial Officer
 City of Springfield
 City Hall
 36 Court Street
 Springfield, MA 01103-1683

Dear Mr. Plante:

We are pleased to inform you that Springfield City Library has been approved for a grant of \$15,000 (Grant #FY21-CI-FOR2-0401) from the CIP Portfolio Program of the Mass Cultural Council.

Thanks to vigorous advocacy from our communities, the Legislature once again showed strong, bipartisan support for the Mass Cultural Council in the FY21 state budget. This allows us to continue to support artists, communities, nonprofit cultural organizations, schools and creative youth development across the Commonwealth.

Enclosed you will find a contract package that contains award instructions and reporting requirements. Please review these documents carefully and return the required paperwork to Cyndy Gaviglio, Contracts Officer, by Monday, March 15, 2021. This will help us process your grant as quickly as possible. For questions about the contract, please contact Cyndy at 617/858-2711 or Cyndy.Gaviglio@art.state.ma.us. For questions about the program, please contact Michael Ibrahim, CIP Program Manager, at 617/858-2737 or Michael.Ibrahim@art.state.ma.us.

Culture is ultimately about you. You play an integral role in creating and supporting a cultural life in Massachusetts that is vital, accessible, and thriving. Thank you for all that you do to elevate our rich cultural life in Massachusetts.

Sincerely,

A handwritten signature in cursive script, reading 'Nina Fialkow'.

Nina Fialkow
 Chair

A handwritten signature in cursive script, reading 'David T. Slatery'.

David T. Slatery
 Acting Executive Director

Enclosures

cc: Molly Fogarty, Director, Springfield City Library

Attachment: Massachusetts Cultural Council Grant (6075 : Massachusetts Cultural Council Grant - In-Kind Match Required - \$15,000.00)

ATTACHMENT A - SCOPE OF SERVICES AND ADDITIONAL TERMS & CONDITIONS

CONTRACTOR NAME: City of Springfield for Springfield City Library

ADDRESS: City Hall
36 Court Street
Springfield, MA 01103-1683
413/886-5288

BRIEF DESCRIPTION OF CONTRACT SERVICES (make any necessary changes if your project has changed significantly from the information below; initial and date):

APPLICATION #: FY21-CI-FOR2-0401

Cultural Investment Portfolio: to engage a diverse community and connect them to timely, accessible resources through responsive public service in order to: promote lifelong learning, independence and individual personal achievement for citizens of all ages, and to provide opportunities for community members to challenge and examine their world and to explore the diversity of other worlds and heritages.

TOTAL MAXIMUM OBLIGATION OF CONTRACT: \$15,000

MATCHING CONTRACT: Cultural Investment Portfolio grants must be matched in cash on a 1:1 basis. Springfield City Library must raise at least \$15,000 in cash to match this grant.

DATES OF PROJECT: July 1, 2020 - June 30, 2021

CONTRACT START DATE: July 1, 2020

CONTRACT TERMINATION DATE: June 30, 2021

Contract must be signed and returned to the offices of the Mass Cultural Council no later than March 15, 2021.

DATE ANNUAL REPORT IS DUE: June 1, 2021

REQUIREMENTS:

The Contractor must complete the following reporting requirements. Penalties will be applied, up to suspension of funding, if these requirements are not fully completed by June 1, 2021 (11:59:59 pm EDT).

The Cultural Investment Portfolio Annual Report, and the Data Arts Cultural Data Profile (CDP) for Fiscal Year 2019 must be completed and the Mass Cultural Council Funder Report must be generated by June 1, 2021.

The Contractor must

- conduct two advocacy activities during the contract grant period;
- credit the Mass Cultural Council in all print, audio, video, internet materials, and all publicity materials;
- have a policy concerning sexual harassment;

Leaders, Carol

From: Fogarty, Lee
Sent: Tuesday, January 26, 2021 4:00 PM
To: Leaders, Carol
Subject: FW: FY21 CIP Grant Award

Molly Fogarty, Director
 Springfield City Library – All Yours, Just Ask
 220 State St.
 Springfield, MA 01103
 413-263-6828 ext. 290
lfogarty@springfieldlibrary.org

Connect with us!
www.facebook.com/springfieldcitylibrary
www.twitter.com/SpfldMassLib
www.springfieldlibrary.org

From: Fogarty, Lee
Sent: Friday, January 8, 2021 12:03 PM
To: Ibrahim, Michael (ART)
Subject: Re: FY21 CIP Grant Award

Hi Michael

This is wonderful news!! The MCC funding allows us to provide programming and essential services for our patrons!!

Thank you,

Best Molly

Sent from my iPhone

On Jan 8, 2021, at 9:59 AM, Ibrahim, Michael (ART) <michael.ibrahim@state.ma.us> wrote:

Dear Springfield City Library,

Today, the Mass Cultural Council released a spending plan for the FY21 fiscal year, based on an [\\$18.2 million state appropriation](#).

I am pleased to inform you that Springfield City Library has been approved for an unrestricted

Attachment: Massachusetts Cultural Council Grant (6075 : Massachusetts Cultural Council Grant - In-Kind Match Required - \$15,000.00)

operating support grant through the Cultural Investment Portfolio program, in the amount of \$15000.
In the next few weeks, you will receive a contract package via email with details about the grant.

In past years, Mass Cultural Council convened grantees in celebration of these awards alongside our partners in the state Legislature at public events across the Commonwealth, however, current gathering restrictions due to COVID-19 prohibit us from making such plans at this time. We look forward to staying in touch with you and collaborating on shared priorities in FY21. In the meantime, now would be a great time to send a note of thanks [to your state legislators](#), who make these annual grants possible.

Please let me know if you have any questions about your FY21 Portfolio grant. On behalf of everyone at the Mass Cultural Council, it is a pleasure to support the great work you do.

Sincerely,

– Michael

Michael Ibrahim
he/him/his
Program Manager
Cultural Investment Portfolio & CIP Advisory Services
Mass Cultural Council

617.858.2737
10 St. James Avenue, 3rd Fl.
Boston, MA 02116

massculturalcouncil.org

[Facebook](#)

[Twitter](#)

Power of culture

Under Massachusetts Law (M.G.L. Chapter 66), any email created or received by an employee of Mass Cultural Council (including attachments and forwarded message threads) is considered a public record subject to public inspection, examination, and copying unless protected by a statutory exemption.



City Council

SCHEDULED

Meeting: 03/08/21 07:00 PM
Initiator: Hamediah Mohamed
Sponsors: Mayor Domenic J. Sarno
DOC ID: 6083

10

EOHHS Youth Homelessness Grant Increase - No Match Required - \$10,000.00 (Mayor Sarno)

WHEREAS, the Office of Housing ("Department") has been awarded a Executive Office of Health and Human Services (EOHHS) Youth Homelessness Grant Increase of \$10,000.00 bringing the total grant award to \$616,089.00 from the Commonwealth of Massachusetts; and

WHEREAS, the Department intends to fund homelessness youth programs for youth between the ages of 18-24 in Hampden County; and

WHEREAS, the Department has accepted the grant and requests authorization from the City Council and the Mayor to expend the grant funds listed below for the purposes of such grants; and

WHEREAS, the Chief Administrative and Financial Officer, after an evaluation of all pertinent financial information reasonably available, has certified that the City's financial resources and revenues are and will continue to be adequate to support the proposed expenditures and obligations involved in the City Council Order authorizing the expenditure of the grant funds and the required City matching contribution described herein, subject to the approval of the Mayor, without a detrimental impact on the continuous provision of the existing level of municipal services, in accordance with Section 2(f) of Chapter 656 of the Acts of 1989, as added by Section 1 of Chapter 468 of the Acts of 2008.

NOW THEREFORE BE IT ORDERED, acting pursuant to Mass. Gen. Laws Ch. 44, Sec 53A, that the City Council approves the expenditure by the Department of the grant funds listed below for the purposes of such grant, subject to the approval of the Mayor, and the grant funds received shall be deposited with the City Treasurer and held as a separate account and may be expended for the purposes of the grant without further appropriation:

EOHHS Youth Homelessness Grant Increase - No Match Required - \$10,000.00



REQUEST FOR GRANT SETUP

This form and the required attachments are required by the Office of the City Comptrollers before a Grant Fund and related accounts will be created in MUNIS. Please do not use this form for requesting a non-grant related account to be created – use the Request for New Account form instead. Please return this form and the required attachments to the Office of the City Comptrollers.

All fields are mandatory.

Date of Request 7/23/2020

Department Requesting Grant Setup Housing

Department Phone # (Please include extension) 6082

Name and Title of Person to Contact in Case of Questions Cathy Buono

Was this Grant previously setup for a prior fiscal year?
If yes, please indicate your previous project number: 89299 and 89290

If this is a new Grant, have you filled out the “Approval to apply for a grant” Form?
(Y/N) If yes, please attach a copy of the Approved Form.

Grant Type:

State – Highway

Federal Pass-Through DOE– School

Federal Direct– School

X Federal – City

State DOE– School

State Other – School

State – City

Private/Other

Grant Name: EOHHS

Total Grant Amount Awarded: \$446,089.00

increase award by \$160,000.00

New total Award: \$ 606,089.00

New total Award 616,089.00 (\$10,000 increase)

Original Grant \$632,178.00;increase #1-\$130,000.00;increase #2-\$60,000.00;increase #3-\$446,089.00 New total - \$1,268,267.00

Is this a Reimbursable Grant?

(Y/N)

A Reimbursable Grant is defined as one that requires that you pay for expenses first and then you apply to the grantor for a reimbursement of the exact amount actually expended.

If it is a Reimbursable Grant, please enter Grantor contact information or the CID # if Grantor is already in the customer file:

Entity Name	Commonwealth of MA
Contact Person	Linn Torto
Street Address	One Ashburton Place
City, State, Zip Code	Boston, MA 02108
Telephone	617-573-1600
Fax	617-573-1891
E-Mail	

Actual Award Date 7/1/2020

Board Approval Date

Start Date 7/1/2020

Expiration Date 6/30/2021

Renewal Action Date (optional)

If there are any Matching Funds:

Type

Percent

Amount

Is there any Leverage? HUD FUNDING ONLY

Source

Amount

Comments re: Description/Purpose of Grant

Funding for Homeless Youth Programs for youth between the ages of 18-24 in Hampden County

Comments re: Conditions/Restrictions of Grant

If this is a Federal Grant, enter CFDA#:

If applicable enter the State ID # :

What is the required drawdown frequency?

(Ex: Monthly, Quarterly) quarterly

If payment is to be sent by Grantor as a Wire,
Please enter any wire reference/identification # that may be used (if known)

Please list all object codes needed for the grant.
(Attach additional sheets if additional orgs and roll-ups are needed):

Org Code:

Object Codes: set up same as project #89290

Budget Roll-Up Codes:

I hereby attest that under the penalties of Chapter 656, I will adhere to all regulations in this grant agreement. I am responsible for timely and accurate reimbursements in the amounts listed above.

Signature Lathya Beune

7-23-20

Date

1-14-2021

Please attach the following documents:

- ☐ Signed Approval to Apply for a Grant Form
- ☐ Grant Award Letter
- ☐ City Council/Mayor Approval
- ☐ Any other relevant documentation

This Form and all relevant attachments will be scanned and attached in the Grant Maintenance module in MUNIS and can be viewed or printed at your convenience.

Lathya Beune

2-25-2021

Buono, Cathy

Subject: FW: [External] Fwd: EOHHS Homeless Youth Grant
Attachments: Hampden County Homeless Youth Program Plan FY21.amended 1-25-21.docx; Hampden County FY21 Framework for Equity-Based COVID Housing Response 1-25-2021.docx; DCF Pilot - proposed budget.xlsx; Hampden County FY21 Homeless Youth Services Budget. amendment 2 (Jan 2021).xlsx; Budget Narrative FY21.amended Jan 2021.docx

From: McCafferty, Geraldine <GMcCafferty@springfieldcityhall.com>
Sent: Thursday, February 25, 2021 9:55 AM
To: Buono, Cathy <CBuono@springfieldcityhall.com>
Subject: FW: [External] Fwd: EOHHS Homeless Youth Grant

Cathy—

The state told me about the additional \$10,000 in a phone call. They were increasing the amount allocated to Springfield for the TAY pilot from \$20,000 to \$30,000.

The only place I have this in writing is this email—below—where the state EOHHS folks are telling me to use the \$30K for the TAY pilot in the budget that I was submitting.

Gerry

From: Ayala Livny <ayala.livny.consulting@gmail.com>
Sent: Thursday, February 4, 2021 3:57 PM
To: McCafferty, Geraldine <GMcCafferty@springfieldcityhall.com>
Cc: Colegrove, Alice (EHS) <alice.colegrove2@state.ma.us>
Subject: [External] Fwd: EOHHS Homeless Youth Grant

Hi Gerry -

In reviewing the budget and program plan, there are a few details missing.

- 1) The budget needs to include the 30K for the TAY pilot, for a grant total of \$616,089. (its currently 586, 089)
- 2) The budget narrative needs to have highlighted the additional funding -- ie -- where is the additional \$140/170K going to go?

let me know if that makes sense. If you are able to turn this around by friday afternoon we will be able submit budgets and amendments on monday.

Let me know if you have any questions
 thanks
 ayala

The Budget narrative needs to
 Ayala Livny, M.Ed

Attachment: EOHHS Youth Homelessness grant increase (6083 : EOHHS Youth Homelessness Grant Increase - No Match Required - \$10,000.00)



City Council

SCHEDULED

Meeting: 03/08/21 07:00 PM
Initiator: Hamediah Mohamed
Sponsors: Mayor Domenic J. Sarno
DOC ID: 6084

11

Irene E. & George Davis Foundation Grant Increase - No Match Required - \$10,000.00 (Mayor Sarno)

WHEREAS, the Springfield City Libraries Department has been awarded an Irene E. & George Davis Foundation Grant Increase of \$10,000.00 from the Irene E. & George Davis Foundation bringing the total grant award to \$210,000.00; and

WHEREAS, the Department intends to use the grant in support of the Building Bridges Birth to K Professional Development Day; and

WHEREAS, the Department has accepted the grant funds and requests authorization from the City Council and the Mayor to expend the grant funds listed below for the purposes of such grants; and

WHEREAS, the Chief Administrative and Financial Officer, after an evaluation of all pertinent financial information reasonably available, has certified that the City's financial resources and revenues are and will continue to be adequate to support the proposed expenditures and obligations involved in the City Council Order authorizing the expenditure of the grant funds listed herein, subject to the approval of the Mayor, without a detrimental impact on the continuous provision of the existing level of municipal services, in accordance with Section 2(f) of Chapter 656 of the Acts of 1989, as added by Section 1 of Chapter 468 of the Acts of 2008.

NOW THEREFORE BE IT ORDERED, acting pursuant to Mass. Gen. Laws ch. 44, sec. 53A, that the City Council approves the expenditure by the Department of the grant funds listed below for the purposes of such grant, subject to the approval of the Mayor, and the grant funds received shall be deposited with the City Treasurer and held as a separate account and may be expended for the purposes of the grant without further appropriation:

Irene E. & George Davis Foundation Grant Increase - No match required - \$10,000.00



REQUEST FOR GRANT SETUP

This form and the required attachments are required by the Office of the City Comptrollers before a Grant Fund and related accounts will be created in MUNIS. Please do not use this form for requesting a non-grant related account to be created – use the Request for New Account form instead. Please return this form and the required attachments to the Office of the City Comptrollers.

All fields are mandatory.

Date of Request 02/18/2021

Department Requesting Grant Setup Library

Department Phone # (Please include extension) 263-6828
x290

Name and Title of Person to Contact in Case of Questions S. Martin- Bus. Mgr

Was this Grant previously setup for a prior fiscal year? Yes

If yes, please indicate your previous project number: 99620

If this is a new Grant, have you filled out the “Approval to apply for a grant” Form?
(Y/N) If yes, please attach a copy of the Approved Form.

Grant Type:

State – Highway

Federal Pass-Through DOE– School

Federal Direct– School

Federal – City

State DOE– School

State Other – School

State – City

X Private/Other

Grant Name: Irene E. & George A. Davis Foundation

Total Grant Amount Awarded: \$10,000

Is this a Reimbursable Grant? (Y/N) N

A Reimbursable Grant is defined as one that requires that you pay for expenses first and then you apply to the grantor for a reimbursement of the exact amount actually expended.

If it is a Reimbursable Grant, please enter Grantor contact information or the CID # if Grantor is already in the customer file:

Entity Name
Contact Person
Street Address
City, State, Zip Code
Telephone
Fax
E-Mail

Actual Award Date 02/18/2021

Board Approval Date

Start Date 02/18/2021

Expiration Date

Renewal Action Date (optional)

If there are any Matching Funds:

Type
Percent
Amount

Comments re: Description/Purpose of Grant

Comments re: Conditions/Restrictions of Grant

If this is a Federal Grant, enter CFDA#:

If applicable enter the State ID # :

What is the required drawdown frequency?

(Ex: Monthly, Quarterly)

If payment is to be sent by Grantor as a Wire,

Please enter any wire reference/identification # that may be used (if known)

Attachment: Davis Foundation Grant (6084 : Irene E. & George Davis Foundation Grant Increase - No Match Required - \$10,000.00)

Please list all object codes needed for the grant.
(Attach additional sheets if additional orgs and roll-ups are needed):

Org Code: 29966100

Object Codes: 542010; 580900; 530105; 501000; 571100; 551300; 531010; 551700

Budget Roll-Up Codes: YES

I hereby attest that under the penalties of Chapter 656, I will adhere to all regulations in this grant agreement. I am responsible for timely and accurate reimbursements in the amounts listed above.

____Molly Fogarty____
Signature

02/18/2021_____
Date

Please attach the following documents:

- ☐ Signed Approval to Apply for a Grant Form
- ☐ Grant Award Letter
- ☐ City Council/Mayor Approval
- ☐ Any other relevant documentation

This Form and all relevant attachments will be scanned and attached in the Grant Maintenance module in MUNIS and can be viewed or printed at your convenience.



February 18, 2021

Molly Fogarty
Library Director
Springfield City Library
220 State Street
Springfield, MA 01103

Dear Ms. Fogarty:

I am pleased to advise you that the Directors of the Irene E. & George A. Davis Foundation met recently and voted a grant to the Springfield City Library in the amount of \$10,000 in support of Building Bridges Birth to K Professional Development Day. A check in the amount of \$10,000 was issued yesterday via US Mail. That grant payment is conditioned upon the following terms:

1. The funds will be used by the above-named organization solely for the purposes described.
2. Any portion of the amount granted, which is not used for the purpose of the grant as set forth above, will be repaid to the Davis Foundation.
3. None of these funds will be used for any political campaign, or in any way to influence legislation.
4. The organization will keep and maintain records for expenditures adequate to check the use of the grant readily.
5. In all acknowledgements, this gift should be listed as being received from The Irene E. and George A. Davis Foundation.
6. The following special conditions will be observed: None

We ask that you acknowledge receipt of this grant and acceptance of the terms discussed above by **signing and returning a copy of this letter via email within two weeks of its receipt**. If you have any questions concerning this grant, please feel free to contact me.

Sincerely,

dbnr

Paul Belsito
Executive Director

cc: Chrissy Howard
Shavena Martin

The terms of this contract are accepted by:

Molly Fogarty
(Name)

(Organization)
Springfield City Library

(Date)
2/18/2021

Attachment: Davis Foundation Grant (6084 : Irene E. & George Davis Foundation Grant Increase - No Match Required - \$10,000.00)



City Council

SCHEDULED

Meeting: 03/08/21 07:00 PM
Initiator: Christopher Fraser
Sponsors: Mayor Domenic J. Sarno
DOC ID: 6069

12

Cottage St./Robins Rd/Industry Ave Donation - \$3,634.95 (Mayor Sarno)

WHEREAS, the Department of Public Works ("DPW") has been awarded a donation of \$3,634.95 from the Pioneer Valley Transit Authority ("PVTa"); and

WHEREAS, the funds provided by the donor are intended to reimburse the City of Springfield for land acquisition costs necessary to begin a roadway improvement project. This project will address issues relating to increased traffic from the opening of PVTa's new operations & maintenance center at 665 Cottage Street, with improvements being made to the intersection of Cottage Street, Robins Road and Industry Avenue; and

WHEREAS, the Department has accepted the donation and requests authorization from the City Council and the Mayor to expend the donation funds; and

WHEREAS, the Chief Administrative and Financial Officer, after an evaluation of all pertinent financial information reasonably available, has certified that the City's financial resources and revenues are and will continue to be adequate to support the proposed expenditures and obligations involved in the City Council Order authorizing the expenditure of the donation funds listed herein, subject to the approval of the Mayor, without a detrimental impact on the continuous provision of the existing level of municipal services, in accordance with Section 2(f) of Chapter 656 of the Acts of 1989, as added by Section 1 of Chapter 468 of the Acts of 2008.

NOW THEREFORE BE IT ORDERED, acting pursuant to Mass. Gen. Laws Ch. 44, sec 53A, that the City Council approves the expenditure by the Department of the donation funds listed below for the purposes of such donations, subject to the approval of the Mayor, and the donation funds received shall be deposited with the City Treasurer and held as a separate account and may be expended for the purposes of the donation without further appropriation:

Cottage St./Robins Rd/Industry Ave Donation - \$3,634.95

S



3 Copies

Contract 202000

City of Springfield Contract Tracer Document

The purpose of this document is to provide continuous responsibility for the custody of **CONTRACTS** during the processing period.

INSTRUCTIONS: Upon receipt, please initial and write in the date of receipt. When your department has approved and signed the contract, please initial and date in the forwarding section and deliver to the next department.

DEPARTMENT	DATE RECEIVED		DATE FORWARDED TO NEXT DEPT.	
	Initials	Date	Initials	Date
Public Works, Dept.	CC	7/31/2019	CC	7/31/2019
City Comptroller	LKL	8.2.19	LKL	8.2.19
Law	MF	8.6.19	MF	8.6.19
CAFO	LKL	8.2.19	LKL	8.2.19
Mayor	MM	8/8/19	MM	8/9/19
City Comptroller			LKL	8.9.19
Public Works, Dept.				

Vendor No.: 71701 Contract No.: Contract Date:

20200058

Contract Amt.: \$0.00 Issue Date: Renewal Date:

Appropriation Code1: N/A

Appropriation Code2:

Appropriation Code3:

Appropriation Code4:

Description of Funding Source:

Bid No.:

Requisition No.:

PO No.:

Vendor Name: Pioneer Valley Transit Authority

Contract Type: Memorandum of Understanding

Contract Purpose: Intersection Improvement Project

Originating Dept.: Public Works

Expiration Date:

Amendment Date:

Extension Date:

TYPE OF DOCUMENT (Please select at least one):

☒ New

☐ Renewal

☐ Amendment

☐ Extension

Attachment: PVT A MOU (6069 : Cottage St./Robins Rd/Industry Ave Donation - \$3,634.95)

City Contract No. 20200058**MEMORANDUM OF UNDERSTANDING**

THIS MEMORANDUM OF UNDERSTANDING (this "Memorandum") shall be effective upon the date on which this Memorandum is signed (the "Effective Date") by the **Pioneer Valley Transit Authority** (the "PVTA"), a regional transit authority created pursuant to the provisions of G.L. c.161B, having an address of 2808 Main Street, Springfield, MA 01107, and the **City of Springfield** (the "City"), a Massachusetts municipal corporation, having an address of 36 Court Street, Springfield, MA 01103, acting by and through its Department of Public Works.

Recitals

WHEREAS, the PVTA acquired property located at 665 Cottage Street, Springfield, Massachusetts, on which the PVTA has constructed an operations and maintenance facility (the "PVTA Project");

WHEREAS, the PVTA Project is expected to cause additional traffic delays at the intersection of Cottage Street, Robins Road and Industry Avenue (the "Intersection");

WHEREAS, to ameliorate possible traffic conditions arising due to the PVTA Project at the Intersection, the PVTA has agreed to participate in a traffic improvement project with the City by paying for the design of the improvements, environmental permitting, and the acquisition of land and/or rights in land on parcels at or near the Intersection as necessary to undertake the traffic improvements and assisting the City in obtaining funding from federal and state transportation improvement programs to pay for off-site roadway improvements, namely, improvements to the Intersection, as shown on the Final Plans (defined below);

WHEREAS, the City has applied for funding to construct the improvements to the Intersection (the "Intersection Project"), including, without limitation, funding from federal and state sources;

WHEREAS, the Commonwealth of Massachusetts, through its Department of Transportation ("MassDOT"), has determined that the Intersection Project is eligible for construction funding, with an estimated construction budget based on a 25% preliminary engineering design in the amount of \$2.688 million (or such other sum as is necessary to construct the Intersection Project, the "Construction Funds");

WHEREAS, the Pioneer Valley Metropolitan Planning Organization and/or other applicable federal and/or state agencies will determine whether and when the Intersection Project can be funded under the Transportation Improvement Program;

WHEREAS, should the Intersection Project proceed, the City will acquire rights and easements in, on and under said parcels of land, and the PVTa will pay all acquisition costs through a donation to the City. These funds will be kept in a separate account requiring authorization to expend the funds by the City Council and the Mayor for this Intersection Project; and

WHEREAS, the City is amenable to acquiring and/or accepting rights in said properties with PVTa funding, and the parties agree that when the Intersection Project is fully funded, the PVTa and the City will perform their obligations hereunder.

NOW THEREFORE, for good and valuable consideration, the PVTa and the City agree as follows:

Agreement

1. Intersection Project. The “Intersection Project” consists of (a) the design and construction of improvements to the intersection of three (3) public ways in Springfield, Massachusetts, namely, Cottage Street, Robbins Road, and Industry Avenue, which improvements will be shown with particularity in the Final Plans (defined below) and are referred to herein as the “Project Improvements”, all in accordance with applicable MassDOT, federal, state and local laws, rules, regulations, codes, directives, policies and procedures (the “Applicable Laws”), and (b) the acquisition of land and/or interests in land necessary to undertake said Intersection Project in accordance with federal and state property acquisition and relocation procedures and guidelines, which may include, but are not limited to, the requirements set forth in Mass. Gen. Laws Ch. 79A and 49 CFR 24 et seq. (the “Acquisition Procedures”).

2. Acquisition Parcels. The parties anticipate that the Project will require the acquisition of fee in and/or permanent public way and/or utility easements and/or permanent and/or temporary construction easements (the “Property Interests”) for the purpose of undertaking the Project Improvements in, on and under all or portions of the following parcels of land in Springfield, located at: (a) 246 Cottage Street, (b) 276 Cottage Street, (c) 275 Cottage Street, (d) 243 Cottage Street, and/or (e) such other or additional parcels of land as are shown on the Final Design and Right-of-Way Plans Design and Right-of-Way (the “Acquisition Parcels”). The parties will agree as to the location and dimensions of the portions of the Acquisition Parcels required for the Project and the nature and extent of the specific Property Interests to be acquired in said portion or portions before any of the owners of the Acquisition Parcels (the “Property Owners”) are contacted. The parties will agree on the Property Interests to be acquired by the City prior to the City proceeding with the acquisition process. In the event that any Property Interests are not voluntarily granted, the City agrees that it will exercise its right of eminent domain to acquire such Property Interests as are sufficient to undertake the Project, subject to the provisions of Section 5(d) and other terms of this Agreement.

3. Acquisition of Property Interests. The parties acknowledge that the Property Interests are to be acquired in compliance with the Applicable Laws and the Acquisition Procedures, including MassDOT Right of Way guidelines on acquiring property interests, and, if the Intersection Project results in the displacement of any of the Property Owners, with applicable relocation assistance procedures.

4. City Responsibilities.

a) The City, will obtain appraisal and review appraisals with funds provided by the PVTa, will send notices to the Property Owners, offering to pay the Property Owners the damages set forth in the review appraisal as just compensation (the "Appraised Amount"), draft the necessary City Council Orders to acquire the Property Interests, present an Appropriation Order to pay the Offered Amount as the purchase price, and, in the event that the Property Interests are to be acquired by eminent domain, an Order of Taking, to the City and Mayor for approval, and record the deeds, easements and/or Order of Taking and the Final Plans to be recorded in the Registry of Deeds. In the event of an eminent domain taking, the City will comply with applicable notice requirements, pay the Appraised Amount as *pro tanto* damage awards to the Property Owners (with said funds to be provided by the PVTa) as required by law, prepare and submit necessary documents to MassDOT for Right of Way Certification, and take all other steps necessary to complete the acquisition process and services required to obtain right of way certification from MassDOT. The City will also provide any legally required relocation assistance with funds in amounts agreed to and provided by the PVTa. The PVTa will pay for any and all costs incurred by the City through a donation made to the City for the Property Acquisition process, by providing funding to the City "up front", through a donation to the City under G.L. c. 44, §53A in a separate gift account for the third-party costs enumerated herein. These funds will then require City Council approval to release said funds. See Section 5 below. "In-house" work conducted by the City is not eligible for reimbursement.

b) The City's obligations hereunder to acquire the Property Interests are contingent on: sufficient funds being made available by PVTa to pay for the Appraised Amount and other third-party costs associated with the acquisition process, the Springfield City Council and the Mayor approving an Appropriation Order (approving funding for payment of the Appraised Amount) and, if applicable, Order of Taking, with the understanding that the PVTa will pay for all costs related thereto, and, if the Property Interests are acquired by eminent domain, will defend, hold harmless and indemnify the City against any losses or claims or damages required or agreed to be paid for the eminent domain takings and relocation costs set forth in Section 5(d). The City agrees to seek approval of the Appropriation Order and, if applicable, an Order of Taking on such a schedule as to allow MassDOT to review and approve the takings process and issue a Right of Way Certificate prior to MassDOT's planned bid date, as it may be extended.

c) The City agrees that its obligations hereunder shall commence once the Intersection Project is ready to commence, as set forth in Section 5(e).

5. PVTa Responsibilities.

a) The PVTa agrees have a representative attend meetings where the Intersection Project is presented to the public or City officials, including but not limited to City Council, MassDOT Design Public Hearing, and neighborhood groups, provided the City gives the PVTa at least seven (7) days prior written notice thereof.

b) The PVTa will provide funding to the City so the City may obtain appraisals and review appraisals in accordance with the Acquisition Procedures and MassDOT Right of Way

Guidelines from appraisers acceptable to MassDOT, and will provide such appraised amounts to the PVTa upon request to the City.

c) The PVTa will obtain and pay for title examination reports from qualified title examiners for all the Acquisition Parcels, and will provide such reports to the City for determining all ownership interests in the affected parcels for purposes of acquisition.

d) The PVTa will provide funds through a donation to the City for the payment of any and all third-party costs incurred by the City related to the acquisition of the Property Interests, including but not limited to: costs of postage and certified mail for notices to the Property Owners and others required to be notified, the Appraised Amount to be paid to the Property Owners for the acquisition of the Property Interests, and, if applicable, any subsequent additional just compensation settlements or awards resulting from claims or judgments related thereto under subsection (d) hereof, any relocation costs agreed to be paid by the PVTa and incurred by the City, costs of recording plans, deeds, easements and/or Order of Taking and other necessary documents in the Registry of Deeds, and any and all other related third-party costs. The PVTa will pay the Appraised Amount and other known costs (that is, costs for which written estimates have been provided to the PVTa) in advance, subject to the ready availability of such funds. Other than the Appraised Amount to be paid to the Property Owners and, if applicable, any additional sums to be paid pursuant to judicial judgments or settlement agreements, as provided above, the City shall, on a monthly basis, provide the PVTa with invoices and such other records or information as the PVTa reasonably requests to establish or document that the costs are or were incurred solely for the purposes, and in accordance with the other terms, set forth in this Memorandum. In the event the PVTa determines that the City has used or expended PVTa funds in violation of the terms of this Memorandum, the PVTa may withhold payment of additional sums until the dispute has been settled by the parties.

e) The PVTa's obligations on the Intersection Project are to fund the Final Design and Right-of-Way Plans, the Appraised Amounts, litigation costs, the amounts to be paid as *pro tanto* damages to the Property Owners for the taking of the Property Interests, if applicable, the cost of appraisals and review appraisals, and any and all costs, expenses, damages, demands, and/or liabilities incidental or related to the Intersection Project and required to be paid by the PVTa hereunder. In no event will the PVTa be required to pay as damages for the Property Interests any sum in excess of the Appraised Amount unless PVTa consents to the same in writing, in its sole and absolute discretion, or such excess amounts are awarded to a Property Owner by a court of competent jurisdiction, as set forth below. MassDOT will provide the Construction Funds for the Project.

f) In the event that any Property Interests are acquired under GL c.79, the PVTa agrees that it will defend the City, with counsel reasonably acceptable to the City, from and against any claims or suits that are brought against the City in connection with the takings, including challenges to the amount of damages awarded for the takings (the "Litigation"), all at the PVTa's sole cost and expense, and the PVTa will hold harmless and indemnify the City from and against any losses or damages awarded to the Property Owners by a court of final jurisdiction, and/or any additional sums that the PVTa agrees are appropriate to be paid to the Property Owners in settlement of any such Litigation or claims (the "Damages"). It is acknowledged and agreed that the City shall have no obligation to pay for the costs of Litigation

or any such additional damages or settlement payments. All such costs will be borne by the PVTA.

6. Project Design. The PVTA has retained an engineer to prepare preliminary 25% construction design plans which shall be submitted to MassDOT for review, and, should MassDOT approve of such plans, the PVTA will retain an engineer to prepare 50%, 75%, and 100% design plans, such design costs to be at PVTA's sole expense. The Intersection Project shall be designed in conformance with applicable MassDOT design standards (acknowledging herein that such design standards may affect the extent and/or scope of the Property Rights to be acquired at the PVTA's cost), with such waivers as may be granted by MassDOT, and construed in accordance with the final design plans as approved by MassDOT, the City, and the PVTA (the "Final Plans"). In the event that the PVTA's designer fails to meet the schedules and deadlines established by the DOT, or if the Project is cancelled or funding is revoked by MassDOT, the PVTA will use good faith efforts to obtain additional funds from federal, state and other sources sufficient to complete the Intersection Project; in no event will the City be responsible for such costs. The PVTA will remain responsible for funding the construction of the Intersection Project if construction funding, which is to be provided by MassDOT under the 2021 TIP, is revoked by MassDOT for any reason that does not involve the City; the PVTA anticipates that such funding will require increase in user rates and/or reductions in or termination of transportation and other services offered by the PVTA. In the event of such revocation, the parties will meet in good faith to reassess the Improvements, seek other sources of funds, and/or alter the Final Plans, to the extent feasible and reasonably acceptable to the City, such that the costs thereof are in an amount for which the PVTA has available funds. If the City decides to acquire property interests other than those approved by MassDOT and the PVTA, or to design and/or construct improvements which MassDOT has determined are unnecessary or non-participating, the PVTA shall not be required to pay for those costs.

7. PVTA Project Site Plan Approval. DPW site plan approval for the PVTA Project is contingent on the PVTA's sole undertaking of the reconstruction of the intersection in conformance with MassDOT and City of Springfield design standards to accommodate the additional vehicle traffic to be generated by the PVTA Project. The PVTA has submitted design plans for approval by MassDOT and the DPW, has agreed, as stated in this MOU, to obtain the necessary funding to complete the work, and acknowledges that the facility will be opened only after the PVTA has executed this MOU and delivered the same to the City. PVTA shall hold the City harmless, to the extent permitted by law, if it fails to provide proper funding for the project.

8. Cooperation. The parties acknowledge that the funds available to the PVTA for the Intersection Project are limited and the parties agree to use good faith and diligent efforts to limit the total project cost to available funding, including, without limitation, the Improvements that need to be made to the Intersection and the Property Interests to be acquired therefor to those that are reasonably necessary for the Intersection Project. The City and PVTA agree to cooperate in undertaking and completing the Intersection Project and further agree that the appraisals and other reports and/or analysis prepared in connection with the Intersection Project shall remain confidential to the extent permitted by law. In the event that the cost of constructing the Intersection Project exceeds ten percent (10%) of the contracting bid, the PVTA shall use good faith efforts to obtain funds from federal, state and other sources for nonparticipating work or any amount over 110% of the total participating contract bid price unless the City and/or the

PVTA submits sufficient evidence to MassDOT that the work necessary was solely due to MassDOT's construction oversight as determined solely by MassDOT; the City will not be liable for such additional costs.

9. Notice. Any notice, request, or other communication that either party desires or is required to give to the other shall be in writing and sent by hand delivery, recognized overnight courier, or certified mail, return receipt request, addressed to the parties at the address set forth above, or to such other address as any of the above parties shall designate from time to time by written notice to the other.

10. Project Funding. The parties agree that, should the Intersection Project not be fully funded (including, without limitation, funds required to pay for the Property Interests) by 2025, and no construction has commenced, the parties shall meet in good faith to reassess the Improvements, seek other sources of funds, and/or alter the Final Plans to the extent feasible such that the costs thereof are in an amount for which the PVTA has available funds.

11. Miscellaneous.

(a) Except as provided herein, the PVTA is not authorized to, incur any liability for or on the part of the City, and the City is not authorized to incur any liability for or on the part of the PVTA.

(b) If any portion of this Memorandum is declared to be illegal, unenforceable or void, then all parties to this Memorandum shall be relieved of all obligations under that portion; provided, however, that the remainder of this Agreement shall be enforced to the fullest extent permitted by law.

(c) The captions in this Memorandum are inserted for convenience of reference only and in no way define, describe or limit the scope or intent of this Memorandum or any of the provisions thereof.

(d) This Memorandum shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.

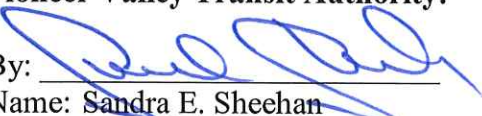
(e) The recitals to this Memorandum are incorporated herein.

[signature page follows]

Attachment: PVTA MOU (6069 : Cottage St./Robins Rd/Industry Ave Donation - \$3,634.95)

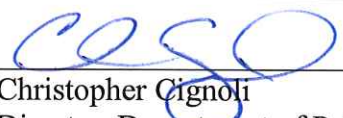
IN WITNESS WHEREOF, City of Springfield, with the approval of its Mayor, and the Pioneer Valley Transit Authority, have executed this Memorandum of Understanding as a sealed instrument as of the day and year the same is signed by all parties, on the last date noted below (the "Effective Date").

Pioneer Valley Transit Authority:

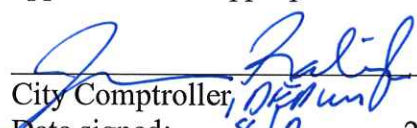
By: 
 Name: Sandra E. Sheehan
 Title: Administrator
 Date signed: July 26, 2019

City of Springfield:

By: N/A
 Lauren Stabilo
 Chief Procurement Officer
 Date signed: _____, 2019

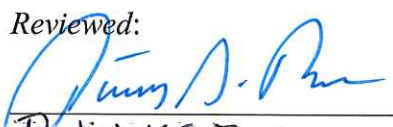

 Christopher Cignoli
 Director, Department of Public Works
 Date signed: 7-31-19, 2019

UKL Approved as to Appropriation N/A


 City Comptroller
 Date signed: 8/2, 2019

Approved as to Form:

 _____ City Solicitor
 Date signed: 8-5-19, 2019

Reviewed:

 Patrick S. Burns
 Acting Chief Administrative and Financial Officer
8/2/19, 2019

APPROVED:

 DOMENIC J. SARNO
 MAYOR
 Date signed: 8/8, 2019



City Council

ADOPTED

Meeting: 07/15/19 06:30 PM
Initiator: Kathy Breck
Sponsors: Mayor Domenic J. Sarno
DOC ID: 5229

12.a

Order Approving Intergovernmental Agreement with Pioneer Valley Transit Authority For Cottage Street and Robbins Road Traffic Improvement Project pursuant to Mass. Gen. Laws Ch. 40, Sec. 4A (Mayor Sarno)

WHEREAS, Mass. General Laws ch. 40, section 4A, allows the City of Springfield to enter into Intergovernmental Agreements, subject to the approval of the City Council and the Mayor, under certain terms and conditions set forth in the statute; and

WHEREAS, the Pioneer Valley Transit Authority (the "PVTa"), is a regional transit authority created pursuant the provisions of G.L. c. 161B, having a current address of 2808 Main Street, Springfield, MA 01107; and

WHEREAS, the PVTa, has acquired property located at 665 Cottage Street, Springfield, MA 01104 on which it constructed an operations and maintenance facility; and

WHEREAS, the City of Springfield determined that certain off-site roadway improvements, namely, improvements to the intersection of Cottage Street, Robbins Road, and Industry Avenue ("Intersection"), are required to accommodate the increased traffic from PVTa's new facility; and

WHEREAS, should the Intersection Project move forward, the City will be required to acquire property rights and easements in, on and under, certain parcels of land, in order for the Mass. Department of Transportation ("MassDOT") to construct the Project; and

WHEREAS, should the Intersection Project move forward, the attached Intergovernmental Agreement ("Agreement") between the City of Springfield and the PVTa, requires the PVTa to pay for the design of the improvements, environmental permitting, and to pay the City for the costs of acquisition of land and/or rights in land on parcels required for the Project, and other related costs as necessary to undertake the Intersection Project, which would be constructed by the Mass. Department of Transportation (MassDOT); and

WHEREAS, the parties agree that if the Intersection Project proceeds, the parties agree to act under the terms and conditions of the "MEMORANDUM OF UNDERSTANDING" which is attached hereto as Exhibit A; and

WHEREAS, the City hereby requests the City Council and the Mayor to approve this "MEMORANDUM OF UNDERSTANDING" in substantially the same form as the draft attached hereto as Exhibit A:

NOW THEREFORE, the City Council hereby approves the "MEMORANDUM OF UNDERSTANDING," in substantially the same form as the draft attached hereto as Exhibit A,

Attachment: PVTa MOU (6069 : Cottage St./Robbins Rd/Industry Ave Donation - \$3,634.95)

Under the Agreement, the City plans on acquiring property interests through eminent domain for public way purposes under certain terms and conditions, and the PVTA will pay for all acquisition costs to the Property Owners and defend the City against any litigation costs for any damages required or agreed to be paid for the eminent domain takings at the Intersection. The Agreement must be approved by the City Council and Mayor of Springfield, as well as, Pioneer Valley Transit Authority Administrator.

RESULT:	ADOPTED [10 TO 0]
AYES:	Whitfield, Gomez, Edwards, Twiggs, Shea, Ramos, Lederman, Williams, Allen, Hurst
ABSENT:	Timothy Ryan, Michael A. Fenton, Kateri B. Walsh

Attachment: PVTA MOU (6069 : Cottage St./Robins Rd/Industry Ave Donation - \$3,634.95)



City Council

SCHEDULED

Meeting: 03/08/21 07:00 PM
Initiator: Hamediah Mohamed
Sponsors: Mayor Domenic J. Sarno
DOC ID: 6085

13

Health and Human Services Donation - \$2,000.00 (Mayor Sarno)

WHEREAS, the Springfield Health and Human Services Department has been awarded donations totaling \$2,000.00 from Mark A Keroack and Ann Errichetti; and

WHEREAS, the funds provided by the donors were designated in support of the Project Baby Organization, addressing disparities in infant mortality rates ; and

WHEREAS, the Department has accepted the donations and requests authorization from the City Council and the Mayor to expend the donation funds; and

WHEREAS, the Chief Administrative and Financial Officer, after an evaluation of all pertinent financial information reasonably available, has certified that the City's financial resources and revenues are and will continue to be adequate to support the proposed expenditures and obligations involved in the City Council Order authorizing the expenditure of the donation funds listed herein, subject to the approval of the Mayor, without a detrimental impact on the continuous provision of the existing level of municipal services, in accordance with Section 2(f) of Chapter 656 of the Acts of 1989, as added by Section 1 of Chapter 468 of the Acts of 2008.

NOW THEREFORE BE IT ORDERED, acting pursuant to Mass. Gen. Laws Ch. 44, sec 53A, that the City Council approves the expenditure by the Department of the donation funds listed below for the purposes of such donations, subject to the approval of the Mayor, and the donation funds received shall be deposited with the City Treasurer and held as a separate account and may be expended for the purposes of the donations without further appropriation:

Springfield Health and Human Services Donations - \$2,000.00

MARK A KEROACK
ANN ERRICHETTI

3573

2-58/710 IL
11420

12/17/20

Date

Pay To The
Order Of

Project Baby Springfield

\$ 2000.00

Two thousand and no/100

Dollars

Photo
Safe
Deposit®
Details on back

BANK OF AMERICA

ACH R/T 081904808

For

AP

Hartford Check

Mark Keroack MD
Ann Errichetti MD

HARTFORD CT 060

18 DEC 2020 PM 4 1



Project Baby Springfield
Springfield Dept Health + Human Services
311 State St
Springfield MA 01105

01105-19201

Project Baby Springfield - Thanks

Attachment: HHS Project Baby Donation (6085 : Health and Human Services Donation - \$2,000.00)



City Council

SCHEDULED

Meeting: 03/08/21 07:00 PM

Initiator: Kathy Breck

Sponsors: Mayor Domenic J. Sarno

DOC ID: 6094

14

Order Granting Permanent Utility Easement to NSTAR Dba Eversource Energy at 321 Plainfield Street for a Transformer for the North End Pedestrian Underpass Project (Mayor Sarno)

WHEREAS, NSTAR ELECTRIC COMPANY D/B/A EVERSOURCE ENERGY, a Massachusetts corporation with offices at 300 Cadwell Drive, in the City of Springfield, County of Hampden, Commonwealth of Massachusetts, its successors and assigns, and **VERIZON NEW ENGLAND, INC.**, a New York corporation with a principal office in Massachusetts 185 Franklin Street, Boston, County of Suffolk, Commonwealth of Massachusetts (collectively referred to herein as the "Grantee"), have requested the City of Springfield ("Grantor") to grant them a permanent easement over a 168 sf portion of City-owned land on the eastern side of Plainfield Street, known as 321 Plainfield Street (Parcel 097750253) in the City of Springfield, County of Hampden, Commonwealth of Massachusetts, as part of the MassDOT North End Pedestrian Underpass Project ("Project"); and

WHEREAS, it is necessary for the City of Springfield to grant a permanent easement to the Grantee, in order to:

"lay, construct, reconstruct, maintain, operate, replace and rebuild on, across, over and under the easement area hereinafter described, electric and transmission of intelligence distribution systems consisting of poles, guys, braces, wires, pipes, cables, conduits, transformers, manholes, anchors, silos, handholes, transformer pads, pedestals, meters, fixtures and other appurtenances useful in providing electric and transmission of intelligence service such as the said company may from time to time see fit to install in said easement area; including wires, cables and conduits running from the poles, transformers and pedestals to any structures erected on the premises; the right to provide electric service by means of the same; and the right to enter said land for the purpose of inspecting; maintaining or removing same; and the right to trim and keep trimmed, cut and remove such trees located within the easement area as in the judgment of the Grantee are necessary to maintain its services.

Said easement area is located on the Grantor's land on the Easterly side of Plainfield Street on property known as 321 Plainfield Street, in the City of Springfield, County of Hampden, Commonwealth of Massachusetts, and more particularly shown the plan attached hereto as and made a part hereof, entitled "**Exhibit A - Map Showing 'Easement Area to be Granted to NSTAR Electric Company d/b/a Eversource Energy Across the Property of the City of Springfield, 321 Plainfield Street, Springfield, Massachusetts'** Scale: 1" = 10' Date: 2/22/2021, NSTAR File No. W20140." which plan has been recorded in the Hampden County Registry of Deeds in Plan Book _____, Page _____," and

WHEREAS, the draft Easement (Exhibit #1) and the Plan (Exhibit A) are attached hereto. The above-referenced Plan will be filed in the Hampden Registry of Deeds with the approved Easement; and

NOW THEREFORE BE IT ORDERED, that the Mayor be and is hereby authorized in the name of and on behalf of the City of Springfield, to take all steps necessary to execute, deliver and record an instrument granting a permanent easement to **NSTAR Electric Company D/B/A EVERSOURCE ENERGY and Verizon New England, Inc.**, for the purposes described in this Order, in substantially the

same form as the draft Easement attached hereto as Exhibit #1, as shown on the Plan attached as Exhibit A, for consideration of One Dollar (\$1.00).

EXHIBIT #1

Please Return to:
Rocco Compitello
Real Estate Department
Eversource Energy
107 Selden Street
Berlin, CT 06037

File No. W19066



Above for Registry Use Only

EASEMENT

For valuable consideration of One (\$1.00) Dollar, receipt and sufficiency of which is hereby acknowledged, the **City of Springfield, MA.** ("City"), a Massachusetts municipal corporation hereinafter referred to as the ("Grantor"), hereby grants unto **NSTAR ELECTRIC COMPANY D/B/A EVERSOURCE ENERGY**, a Massachusetts corporation with offices at 300 Cadwell Drive, in the City of Springfield, County of Hampden, Commonwealth of Massachusetts, its successors and assigns, and **VERIZON NEW ENGLAND, INC.**, a New York corporation with a principal office in Massachusetts 185 Franklin Street, Boston, County of Suffolk, Commonwealth of Massachusetts, its successors or assigns, (collectively hereinafter referred to as the "**Grantee**"), the perpetual right to lay, construct, reconstruct, maintain, operate, replace and rebuild on, across, over and under the easement area hereinafter described, electric and transmission of intelligence distribution systems consisting of poles, guys, braces, wires, pipes, cables, conduits, transformers, manholes, anchors, silos, handholes, transformer pads, pedestals, meters, fixtures and other appurtenances useful in providing electric and transmission of intelligence service such as the said company may from time to time see fit to install in said easement area; including wires, cables and conduits running from the poles, transformers and pedestals to any structures erected on the premises; the right to provide electric service by means of the same; and the right to enter said land for the purpose of inspecting; maintaining or removing same; and the right to trim and keep trimmed, cut and remove such trees located within the easement area as in the judgment of the Grantee are necessary to maintain its services.

Said easement area is located on the Grantor's land on the Easterly side of Plainfield Street on property known as 321 Plainfield Street, in the City of Springfield, County of Hampden, Commonwealth of Massachusetts, and more particularly shown the plan attached hereto as and made a part hereof, entitled "**Exhibit A - Map Showing 'Easement Area to be Granted to NSTAR Electric Company d/b/a Eversource Energy Across the Property of the City of Springfield, 321 Plainfield Street, Springfield, Massachusetts'**" Scale: 1" = 10' Date: 2/22/2021, NSTAR File No. W20140." , which plan has been recorded in the Hampden County Registry of Deeds in Plan Book _____, Page _____, and is bounded and described as follows:

Beginning at point on the southeasterly corner of land of the City of Springfield as shown on plan titled "**Exhibit 'A', Map Showing Easement to be Granted to NStar Electric Company d/b/a Eversource Energy, Across the Property of City of Springfield, 321 Plainfield Street, Springfield, Massachusetts**", Scale: 1"=10', dated 02/22/2021, NSTAR File No. W20140 said point being situated on the easterly layout line of Plainfield Street, thence turning and running; Along said Plainfield Street along a curve turning to the left with an arc length of 15.83', with a radius of 1054.00', to a point, thence turning and

321 Plainfield Street, Springfield, Hampden County, MA.

Attachment: Exhibit #1 - Easement, and Exhibit A - Map of Easement Area, for Electrical Easement at 321 Plainfield Street (6094 : Order

Berlin, CT 06037

running; N60°45'19"E a distance of 10.96', thence turning and running; S29°14'41"E a distance of 15.00' to a point on the northwesterly sideline of land now or formerly of Springfield Redevelopment Authority, thence turning and running along said property line; S56°23'28"W a distance of 10.96' to the point of beginning. Containing 168 square feet more or less according to said Plan.

The Grantor agrees, except with the written permission of the Grantee, that: (1) no building, structure, other permanent improvement or obstruction shall be located upon; there shall be no excavation, filling, flooding or grading of; and there shall be no planting of trees or shrubbery upon the easement area, after construction is completed; and (2) nothing shall be attached, temporarily or permanently, to any property of the Grantee erected or installed by virtue of this easement. In the event of the damage to or destruction of any of said facilities of the Grantee by the Grantor or agents or employees thereof, all costs of repair or replacement shall be borne by the Grantor.

Any additional poles, guys, wires, cables, braces, conduits and other appurtenances which may be necessary or advisable in the opinion of the Grantee to provide electric service by means of said system are to be located by the Grantee in such places on, upon, under, over and across the easement area as may be reasonable and consistent with the use of said land at the time.

The Grantee, by the acceptance of this easement, agrees that upon request of the Grantor and upon execution and delivery to the Grantee of rights and easements acceptable to the Grantee, it will relocate *at the expense of the Grantor* any part of said electric distribution systems which the Grantor may reasonably request to be relocated, provided that such relocation is practicable and consistent with sound engineering principles, including any removal and relocation of such system improperly located due to incorrect Street and property line locations furnished by the Grantor, the Grantor's agents or employees.

The Grantee further agrees, by the acceptance of this easement, that as long as and to the extent that the electric distribution systems, together with appurtenances, located on said land pursuant to this easement are used to provide electric service, the Grantee will repair, replace and maintain such facilities at its own expense (except otherwise provided) and in connection with any repair, replacement or maintenance of said system the Grantee shall promptly restore the premises to substantially the same condition as existed prior to such repair, replacement or maintenance, provided, however, that such restorations shall not include any structures, other improvements or plantings made by the Grantor contrary to the provisions of this easement.

Any rights herein described or granted, or any interest therein or part thereof, may be assigned herein for the transmission of electric purposes, and the Grantor hereby agrees to and ratifies any such assignment and agrees that the interest so assigned may be used by the assignee therein for said purposes.

The words "Grantor" and "Grantee" shall include lessees, heirs, executors, administrators, successors and assigns where the context so requires or permits.

Berlin, CT 06037

TO HAVE AND TO HOLD the premises unto it, the said Grantee, its successors and assigns, forever.

IN WITNESS WHEREOF, the said Grantor caused its hand(s) and seal(s) to be hereunto affixed this _____ day of _____, 2021.

Signed, sealed and delivered
in the presence of:

THE CITY OF SPRINGFIELD:

Witness:

By: DOMENIC J. SARNO
Its: MAYOR

ACKNOWLEDGMENT

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF HAMPDEN, SS

On this _____ day of _____, 2021, before me, the undersigned notary public, Domenic J. Sarno personally appeared and proved to me through satisfactory evidence of identification, which was to be the person whose name is signed on the preceding document and acknowledged to me that such person is [the duly authorized Mayor of the City of Springfield, MA], and that such person signed such document voluntarily as such person's free act and deed for its stated purpose on behalf of such City of Springfield, MA.

IN WITNESS WHEREOF, I hereunto set my hand.

Notary Public
My Commission Expires _____

STATE OF MASSACHUSETTS

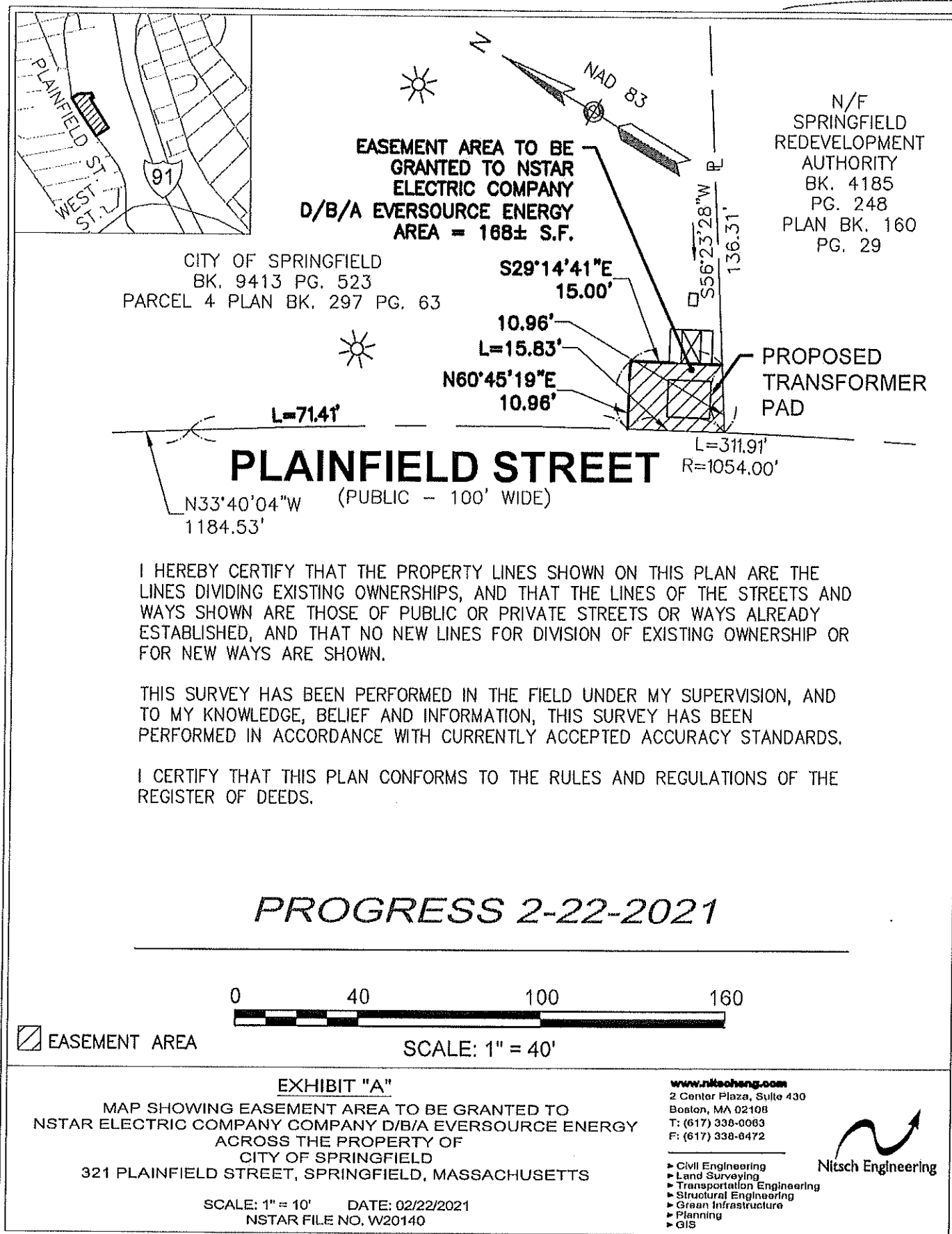
COUNTY OF HAMPDEN, SS

On this _____ day of _____, 2021 before me, the undersigned officer, personally appeared Domenic J. Sarno, Mayor of the City of Springfield, MA., who acknowledged himself to be the person whose name is subscribed to the within instrument and acknowledged that HE, being duly authorized to do so by vote of the City Council on _____, 2021, executed the same for the purposes therein contained as their and said Grantor's free act and deed.

IN WITNESS WHEREOF, I hereunto set my hand and the official seal.

Notary Public - Seal Required
My Commission Expires _____

EXHIBIT A





City Council

SCHEDULED

Meeting: 03/08/21 07:00 PM
Initiator: Kathy Breck
Sponsors: Mayor Domenic J. Sarno
DOC ID: 6093

15

Order Authorizing Submission to HUD of Section 108 Loan Guarantee Application For Main Street/Convention District (Mayor Sarno)

WHEREAS, the City of Springfield intends to use revenue generated by the loan Main Street/Convention District Fund and community development related gaming revenue as the source of repayment funding for the HUD 108 Loan to be made by the City; and

WHEREAS, The City of Springfield (the "City") on October 21, 2020 held a public meeting to discuss Springfield's community and economic development needs, including the proposed HUD 108 Loan Guarantee program; and

WHEREAS, the City of Springfield has authorized the Chief Development Officer of the City to submit the attached Section 108 Loan Guarantee Program Application and amendments thereto all understanding and assurances contain therein, and to act in connection with the Application to provide such additional information as may be required; and

WHEREAS, NOW THEREFORE, BE IT ORDERED that the City Council of the City of Springfield, Massachusetts hereby authorize an application to the United States Department of Housing and Urban Development be submitted in the City of Springfield's name for \$5,000,000 in HUD Section 108 loan fund to be used for development activities that low- and moderate income persons; and

BE IT FURTHER ORDERED that the City Council of the City of Springfield resolves as follows;

Section 1. The City hereby certifies and assures with respect to its application for a loan guarantee pursuant to Section 108 of the Housing and Community Development Act of 1974, as amended, has the legal authority to make the pledge of grants required under 24 CFR 570.705.

Section 2. As a prerequisite for submission of the application to HUD, the City does certify that it has;

- (a) Furnish citizens with information required by Section 570.704(a)(2)(i) of Title I of the Housing and Community Development Act of 1974, as amended;
- (b) Held one public hearing, June ,2016, to obtain the views of citizens on community and economic development needs; and
- (c) Prepared its application in accordance WITH Section 570.704(a)(2) of Title I of the Housing and Community Development Act of 1974, as amended, and make the application available to the public.

Section 3. The City has and will continue to follow a detailed citizen participation plan that meets the requirements described in 570.704(a)(2) of Title I of the Housing and Community Development Act of 1974, as amended.

Section 4. The City has and will continue to affirmatively further restaurant and the guarantee loan funds will be administered in compliance with;

- (a) Title VI of the Civil Rights Act of 1964 (Public Law 88-352, 42U.S.C. 200d et seq.); and
- (b) The Fair Housing Act (42 U.S.C 3601-20).

Section 5. Will expend in the aggregate, at least 70% of all CDBG as defined in Section 570.303(e) of Title I of the Housing and Community Development Act of 1974, as amended, during the one, two or three consecutive years specified by the Massachusetts Department Housing and community development for iys CDG program on activities which benefit low and moderate income persons, as described in Section 570.208(a) of the Act.

Section 6. The City has and will continue to comply with the requirements governing displacement, relocation, real property acquisitions and the replacement of low and moderate income housing described in Section 570.606 of Title I of the Housing and Economic Development Act of 1974, as amended.

Section 7. The City has and will continue to comply with other provisions of the Housing and Economic Development Act of 1974, as amended and other applicable laws.

Section 8. The City has and will continue to Certify regarding debarment, suspension, and other responsibility as follows;

- (a) The prospective recipients of the Section 108 Loan Guarantee Fund and all of their contractors will certify to the best of their knowledge and belief, that they;
 - 1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - 2) Have not within a three years period preceding approval of their application, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
 - 3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State of local) with commission of any of the offences enumerated in paragraph (a)(2) of this certification; and
 - 4) Have not within a three years period preceding approval of their application, had one or more public transactions (Federal, State of local) terminated for cause or default.

Section 9. The City hereby assures and certifies with respect to its attached application for a guarantee pursuant to Section 108 of the Housing and Economic Development Act of 1974, as amended, that it has made efforts to obtain financing for the activities described herein without the use of such guarantee, and that it cannot complete such financing consistent with the timely executive of the program plans without such guarantee.

Section 10. The City has and will continue to hereby certify, to the best its knowledge and belief, the following;

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of it to any person for influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any or cooperative agreement, and the extension, continuation, renewal amendment, or modification of any Federal contract, grant loan, or cooperative agreement;
- (b) If any fund other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influencing an officer or employee of any agency, a member of Congress, an officer of Congress, an officer or employee of Congress, or any employee of grant, loan, or cooperative agreement, it will complete and submit Standard Form LLL, Disclosure Form to Report Lobbying, in accordance with its instructions; and
- (c) It will require that the language of paragraph (a) of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

Section 11. Continue to maintain a drug-free workplace by;

- (a) Publish a statement notifying employees that the unlawful manufacturing, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the action that will be taken against employees for violation of such prohibitions;
- (b) Establishing an ongoing drug-free awareness program to inform employees about the following;
 - 1) The dangers of drug abuse in the workplace;
 - 2) The grantee's policy of maintaining a drug free workplace;
 - 3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - 4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- (c) Making it a requirement that each employee engage in grant activity be given a copy of the statement required by paragraph (a).

- (d) Notify the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will;
 - 1) Abide by the terms of the statement; and
 - 2) Notify the employer in writing of him or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.
- (e) Notifying the agency in writing, within 10 calendar days after receiving notice under subparagraph (2)(d) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position and title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notice. Notice shall include the identification number(s) of each affected grant.
- (f) Taking one of the following actions, within 30 calendar days of receiving notice under paragraph (d)(2), with respect to any employee who is so convicted.

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attempting to obtain, or performing a public (Federal, State or Local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

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- (b) If any fund other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influencing an officer or employee of any agency, a member of Congress, an officer of Congress, an officer or employee of Congress, or any employee of grant, loan, or cooperative agreement, it will complete and submit Standard Form LLL, Disclosure Form to Report Lobbying, in accordance with its instructions; and
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- (f) Taking one of the following actions, within 30 calendar days of receiving notice under paragraph (d)(2), with respect to any employee who is so convicted.

**Main Street/Convention District Overlay Zone
Property Acquisition Fund
(Section 108 Application Form)**

City of Springfield, Massachusetts

Community Development Block Grant Program



Application
For a HUD Section 108 Loan Guarantee
\$5,000,000 Loan Guarantee Amount

Submitted By:
The City of Springfield

To:

United States Department of Housing and Urban Development

October 2020

Main Street/Convention District Overlay Zone Fund

1. COMMUNITY PROFILE

The City of Springfield is located in Hampden County, which is in the southern part of the Pioneer Valley in Western Massachusetts. The 2018 population is estimated at 155,032 residents, which makes Springfield the largest city in Western Massachusetts and the third largest city in the Commonwealth of Massachusetts. Situated on the banks of the Connecticut River 25 miles north of Hartford, Conn.; 50 miles west from Worcester, 80 miles southeast from Albany, N.Y.; 85 miles northwest from Providence, R.I.; 90 miles west from Boston; and 140 miles northeast from New York City, Springfield is an important hub and regional center in the economy of Western Massachusetts and Northern Connecticut. Sixty percent of the jobs in Springfield are held by residents from other towns. Just over half of workers who reside in Springfield also work there, while most of the rest commute to municipalities adjacent to Springfield. In terms of its tax base, the city's assessed property values for residential, commercial, and industrial properties are still recovering from the recession and are not yet at their pre-recession levels. Residential and commercial properties remain Springfield's top sources of tax revenue.

Springfield is a Gateway City that anchors the Western Massachusetts regional economy. For generations, Springfield's economy was dominated by the industrial manufacturing sector which provided residents with stable middle class jobs, with limited educational requirements. These jobs dematerialized as the national economy transitioned to a skilled service economy. As industries vacated Springfield its economic foundation was left lacking the resources, capacity and educational attainment to effectively participate in the skilled service economy, thereby negatively impacting its ability to reposition itself as a competitive urban center for market investment and growth.

Springfield's economic challenge five decades later continues to be the systemic poverty and economic disengagement which stemmed from deindustrialization. The City's poverty rate is 28.7%, more than twice the national average. Residents living in poverty are disproportionately Hispanic and female. The City's unemployment rate is currently 25% almost three times the national rate of 8.4%. Springfield's unemployment rate is further compounded by a 42% workforce disengagement rate among those residents between the ages of 16-62.

Despite such challenges recent downtown economic development initiatives including the development of the Commonwealth's first resort casino have been instrumental in jumpstarting a wave of public- and private-sector investment in the City. Projects such as the \$95 million renovation of Springfield Union Station, the announcement of a \$52 Million mixed use redevelopment of the historic 13-31 Elm Street property, the \$15 Million SilverBrick apartment redevelopment, the establishment of the \$7 Million Springfield Innovation Center, the \$71 Million upgrade to the Mass Mutual Convention Center which in 2017 conveyed facility operating oversight to MGM – Springfield and the development of the immediately adjacent \$960 million MGM Springfield have all drawn economic, cultural and commercial activity back into the city center, thus stimulating the regional economy. MGM Springfield represents one of the largest private-sector investment in Springfield's history. To actuate these investments the City has significantly enhanced the downtown

Main Street/Convention District Overlay Zone Fund

experience by investing in public infrastructure improvements, new business support initiatives, parks/public amenity improvements and public realm projects. Over the past five years the City has invested nearly \$20 Million in such initiatives. Springfield continues the advancement of its downtown master development plan “The Implementation Blueprint” begun in 2019 as a working document meant to coordinate, direct and unify the ongoing development activity in the entire downtown. Phase I implementation of the plan is currently focused on Main Street / Convention Overlay Zone which is the focus area of this application.

2. MAIN STREET/CONVENTION DISTRICT OVERLAY ZONE PURPOSE & STRATEGY:

The Main Street/Convention District Overlay Zone is a planning document which conveys to potential developers how the City will coordinate, direct and unify the ongoing development potential within the District. Implementation of the plan over time will replace the current negative impacts of ongoing real estate speculation, stagnation and disinvestment with vibrant amenity rich development that is populated with well curated complementary uses that are highly activated.



Prime Vacant Historic Buildings Located in the Fund Target Area

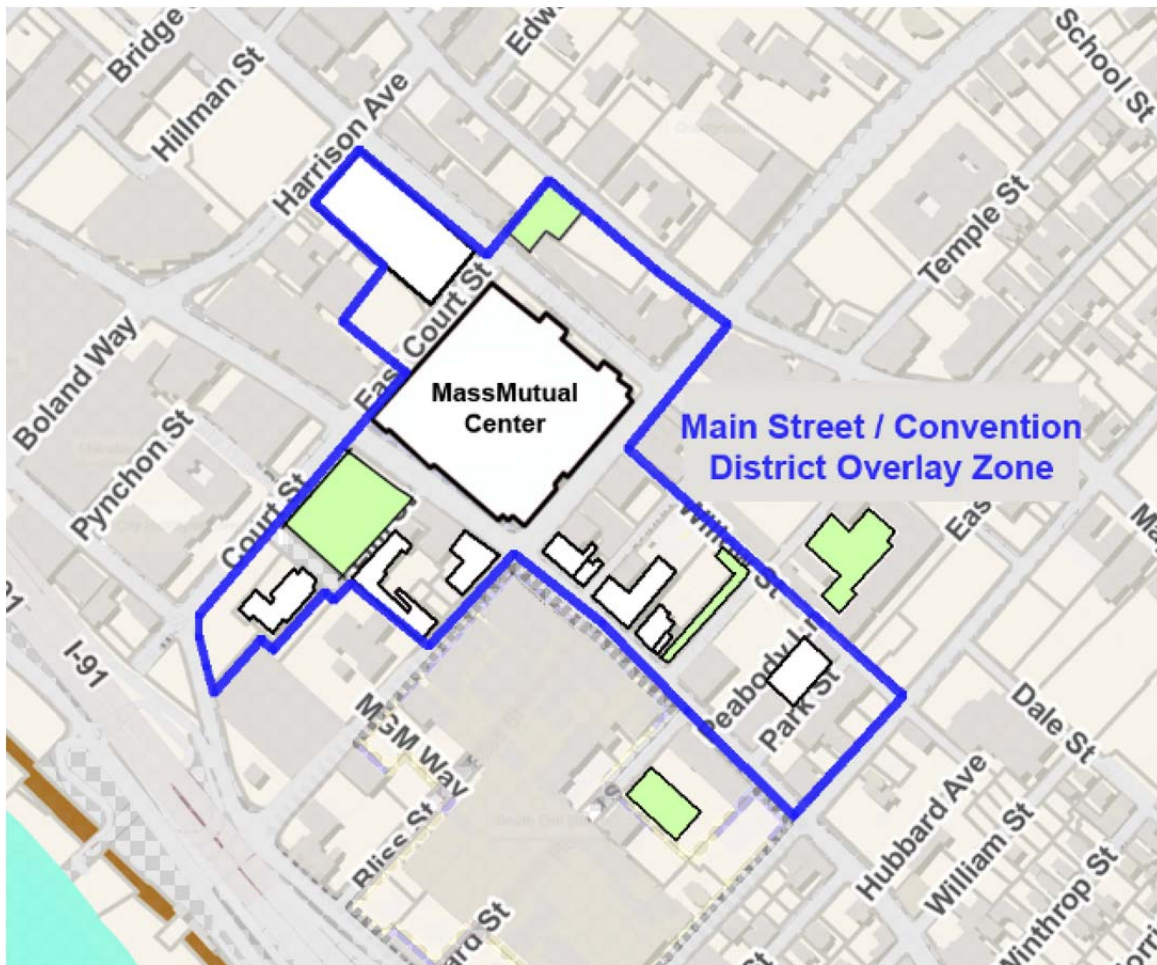
Main Street/Convention District Overlay Zone Fund



Recently Commenced 31 Elm Street Historic Redevelopment within the Target Area

- . The objectives of the Main Street/Convention District Overlay Zone include:
- Create the local environment for development by establishing a municipal vision for the area that includes zoning controls, design criteria, and development incentives
 - Advance an aesthetic image and identity for the area
 - Leverage to the extent possible the historic and architectural character of existing buildings
 - Apply incentives to curate the type and location of retail, restaurants, and entertainment tenants to increase activation and pedestrian traffic
 - Identify sites within the plan area for new convention and hospitality related development
 - Identify sites for new residential development to further stimulate area livability, appeal, and activation
 - Plan for and promote utilization of vacant parcels and surface parking lots through consolidation to support infill development
 - Use municipal powers and authority to acquire, stabilize, and reposition underutilized, vacant, or blighted commercial structures in the District

Main Street/Convention District Overlay Zone Fund



Main Street/Convention District Overlay Zone Area

3. FUND PROJECT DESCRIPTION AND PROCESS OVERVIEW

The proposed request will establish the Main Street/Convention District Overlay Zone Fund (the "Fund"). The intent of the Fund is provide the City with the financial resources to acquire vacant, languishing or foreclosed properties that are located in the Fund service area which the market has not to date responded to. The City's intent is to economically reposition the properties so as to be viewed as market viable development projects, for prospective developers, in a manner consistent with the goals and objectives of the Main Street/Convention District Overlay Zone Plan.

Deploying the Fund's resources will involve inter-departmental collaboration of City staff. The investment decision process will commence with an acquisition recommendation made by the City's Chief Development Officer to the Mayor. Upon the Mayor's approval of the recommended acquisition the recommendation will be advanced to the appropriate City Council Sub-Committee for a ten (10) day review and comment period. Should the City seek to use the Springfield Redevelopment Authority or a non-profit development entity as the acquiring party the recommendation will also be forward to the Board of Directors / Commissioners simultaneously for its approval after the review and comment and period.

Main Street/Convention District Overlay Zone Fund

Ultimately the acquired properties will be advanced to the market through a Request for Qualifications and Statement of Interest (RQSI) in the property(ies). The acquiring party will accommodate the following make up the RQSI Review Committee: (1) No more than six (6) members to include: the Mayor or designee, the Chief Development Officer, the Chief Administrative and Financial Officer, Chair of the appropriate City Council Sub-Committee, Board Chair of the acquiring party and the Executive Director of the acquiring party. Once the RQSI process has been concluded, the City and property owner may advance one or two qualified development entities, to enter into a six month due diligence/final proposal period by which a conceptual master site plan will be developed and the terms of the sale of the property will be negotiated. A preferred developer will be selected from this process. Funds recouped at sale will be designated for Section 108 Loan Guarantee debt service payments. Any related shortfall between the sale of the properties and the related debt service will be addressed by the City via other revenues.

4. SOURCES AND USES

This application is a request for a HUD Section 108 Loan Guarantee in the amount of \$5,000,000, to serve as a low-interest loan fund for the acquisition and stabilization of key properties located within the Main Street/Convention District Overlay Zone. The targeted Overlay Zone will overlap geographically with existing City-designated Urban Revitalization Districts and will be partially in a federally designated Opportunity Zone. The \$5,000,000 of HUD Section 108 Loan Guarantee will provide the required acquisition financing and thus jump start the redevelopment of priority parcels in the District in a timely manner.

HUD Section 108 Loan proceeds will be made available for acquisition activities in amounts ranging from a minimum of \$200,000 to a maximum of \$3,000,000 per parcel. The contemplated HUD Section 108 Loan use is an eligible use under 570.703(a) covering the acquisition of real property for economic development purposes. The proposed use of the HUD Section 108 Loan funds satisfies the National Objective under 570.208(b)(1) as an activity which aid in the prevention or elimination of slums or blight. The proposed project will provide the aggregate level of public benefit under 570.209(b)(v)(G) as the activities will revitalize a neighborhood with at least 70% low- or moderate-income population.

Main Street/Convention District Overlay Zone Fund



Key Buildings in Fund Target Area

5. LOAN SERVICING:

The Main Street/Convention District Overlay Zone Fund is intended to be an interim financing vehicle for the City to deploy for the purpose of acquiring target properties and securing site control for ultimate redevelopment by third party developers. As such once a property is acquired the goal will be to quickly sell the property to private developers.

6. LOAN TERMS AND AMORTIZATION PERIODS

The City anticipates that it will originate loans with terms of 5-10 years. It is likely that the Fund will originate loans in various principal amounts ranging from a minimum amount of \$200,000 to a maximum of \$3,000,000 per parcel. The cost of funds shall be defined as the HUD cost of funds, which can be expressed as: 3-month LIBOR plus a 20-basis points spread.

In the interests of maintaining Fund flexibility in the event of an early repayment of a loan, the Fund loans will not be placed into the HUD public offering. Fund loans will instead remain in the interim HUD financing facility for their duration and be kept at HUD's interim financing floating rate. This will avoid any defeasance issues in the event of early repayment due to the property being repositioned with a private developer.

Main Street/Convention District Overlay Zone Fund

7. ANTICIPATED PRINCIPAL REPAYMENT SCHEDULE:

The City anticipates that beginning in Year 3 (2023) of Fund operation that it will begin making payments on the HUD Section 108 Loan Guarantee in amounts of principal according to the following repayment schedule:

Anticipated Principal Repayment Schedule:

Program Year	Maturity	Interest Rate	Note Amount	Benchmark	Spread	Outstanding Balance
1	1-Aug-21	0.00%	\$ -	-	0.00%	\$ 5,000,000.00
2	1-Aug-22	0.00%	\$ -	-	0.00%	\$ 5,000,000.00
3	1-Aug-23	0.00%	\$ 75,000.00	-	0.00%	\$ 4,925,000.00
4	1-Aug-24	0.00%	\$ 75,000.00	-	0.00%	\$ 4,850,000.00
5	1-Aug-25	0.00%	\$ 75,000.00	-	0.00%	\$ 4,775,000.00
6	1-Aug-26	0.00%	\$ 75,000.00	-	0.00%	\$ 4,700,000.00
7	1-Aug-27	0.00%	\$ 175,000.00	-	0.00%	\$ 4,525,000.00
8	1-Aug-28	0.00%	\$ 200,000.00	-	0.00%	\$ 4,325,000.00
9	1-Aug-29	0.00%	\$ 200,000.00	-	0.00%	\$ 4,125,000.00
10	1-Aug-30	0.00%	\$ 200,000.00	-	0.00%	\$ 3,925,000.00
11	1-Aug-31	0.00%	\$ 200,000.00	-	0.00%	\$ 3,725,000.00
12	1-Aug-32	0.00%	\$ 200,000.00	-	0.00%	\$ 3,525,000.00
13	1-Aug-33	0.00%	\$ 200,000.00	-	0.00%	\$ 3,325,000.00
14	1-Aug-34	0.00%	\$ 200,000.00	-	0.00%	\$ 3,125,000.00
15	1-Aug-35	0.00%	\$ 200,000.00	-	0.00%	\$ 2,925,000.00
16	1-Aug-36	0.00%	\$ 200,000.00	-	0.00%	\$ 2,725,000.00
17	1-Aug-37	0.00%	\$ 200,000.00	-	0.00%	\$ 2,525,000.00
18	1-Aug-38	0.00%	\$ 200,000.00	-	0.00%	\$ 2,325,000.00
19	1-Aug-39	0.00%	\$ 200,000.00	-	0.00%	\$ 2,125,000.00
20	1-Aug-40	0.00%	\$ 2,125,000.00	-	0.00%	\$ -
			\$ 5,000,000.00			\$ -

Main Street/Convention District Overlay Zone Fund

8. **COLLATERAL AND GUARANTEE**

All loans originated under the Fund will be evidenced by a promissory note and loan agreement between the borrowing entity, and the City or its designee. The Business Note and the Business Loan Agreement shall contain such provisions as the Secretary deems necessary. The amount of principal and/or interest payable under the Business Notes during the twelve-month period beginning July 1 of each year and ending on June 30 of the next succeeding year shall be equal to or greater than the amount of principal and/or interest payable under the Note for the corresponding period.

All loans originated by the Fund will be secured by a lien on the real property acquired (the "Real Property") evidenced by a mortgage filed and recorded in the Hampden County Registry of Deeds. The mortgage shall contain such provisions as the Secretary of HUD deems necessary. The loan may be subsequently subordinated to another lien on the Real Property; provided however that the principal amount of the Fund loan shall not exceed an amount equal to 80 percent of the "as improved" appraised market value, less the outstanding balance on the other indebtedness secured by a mortgage lien of or equal priority on the Real Property. The City shall maintain at all times sufficient collateral coverage for any loans originated by the Fund and maintain evidence of the same in the Registry of Deeds.

9. **ELIGIBLE ACTIVITY**

In addition to meeting a National Objective, Public Benefit Standards and the general policies of the Community Development Block Grant Program (CDBG) under 24 CFR 570.200, the Section 108 Loan Guarantee will satisfy an eligible activity under 24 CFR 570.703, specifically 570.703(a) "acquisition of improved or unimproved real property in fee or long-term lease, including acquisition for economic development purposes."

10. **NATIONAL OBJECTIVE**

Pursuant to the directives of 24 CFR 570.208, all CDBG-assisted activities must meet one of three National Objectives. The eligible activity that the City of Springfield will meet is 24 CFR 570.208(b) "activities which aid in the prevention or elimination of slums or blight." The number of properties within the area meeting this criteria is well in excess of the minimum threshold of 25% required under the 570.208(a)(1).

11. **PUBLIC BENEFIT STANDARDS**

Each loan made under the Main Street/Convention Center District Overlay Zone Fund will provide the requisite level of public benefit under the provisions of 24 CFR 570.209(b)(2)(v)(G) in that the proposed project seeks to revitalize a neighborhood that

Main Street/Convention District Overlay Zone Fund

has at least 70% of its residents who are low- and moderate-income persons or households.

12. FINANCIAL UNDERWRITING

The City of Springfield will administer the Main Street/Convention District Overlay Zone Fund and will contract with a third party to oversee the financial underwriting process. Eligibility for acquisition of a specific property will be determined on a preliminary basis according to the following minimum financial conditions:

- Loan to Value Ratio of not more than 80%
- The subject property is located in an area meeting the criteria set forth in 570.209(b)(1)(v)(G)

The project conforms to the guidelines for evaluating and selecting economic development projects at 24 CFR 570.209(a) and Appendix A to Part 570: That

- Project costs are reasonable;
- Sources of project financing are committed;
- Section 108 financing is not substituted for non-Federal funds;
- Return on owner's equity investment is not unreasonably high;
- Project will produce sufficient cash flow to repay the loan;
- Applicant Borrower has sufficient capacity and experience; and
- Section 108 financing will be disbursed on a pro rata basis with other funding.

The City shall not incur any obligations to be paid with guaranteed loan funds prior to the receipt of a written determination from the HUD Regional Office that (1) the activity meets the eligibility requirements of 24 CFR 570.703(b), (2) each eligible activity to be undertaken or supported with loan guarantee funds will meet the national objective requirements of 570.208(b) and, (3) the applicable public benefit standards will be met, in accordance with 570.209(b)(1)(G). In addition, the City is reminded that it must comply with citizen participation requirements whenever it uses the guarantee loan fund for an activity that would trigger the amendment requirements at 24 CFR 91.505.

13. CITIZEN PARTICIPATION PLAN

The City of Springfield has followed the detailed citizen participation plan described at 24 CFR 570.704(a)(2). This may be the citizen participation plan adopted for the Consolidated Plan, modified to include guaranteed loan funds.

- This citizen participation plan requires two public hearings to address community development and housing needs, proposed activities and program performance.

*City of Springfield, Section 108 Application
Main Street/Convention District Overlay Zone Fund*

*October 2020
Page 10 of 16*

Main Street/Convention District Overlay Zone Fund

- One of these hearings must occur before submitting a Section 108 application to HUD.
- Section 108 application pre-submission: Publish proposed application community wide for citizen review and comment.
- Final application: Consider citizen comments and make changes to proposed application, as appropriate. Upon completion, make final application available to the public.

14. TIMEFRAME/TIMELINE

- Publishing of Legal Notice: October 9, 2020
- Commencement of Public Comment Period: October 12, 2020
- Conclusion of Public Comment Period: November 13, 2020
- Final City Council Review and Approval: November 23, 2020
- Submission to HUD Boston Field Office: November 26, 2020 (review 20 days)
- Submission to HUD HQ by Boston Field Office: November 15, 2020
- November – December HUD DC Review and HUD Approval: December 15, 2020
- Release of Program Documents to City by HUD: January 2021
- Program Funds Available for Project: February 2021

15. APPLICANT CONTACT

Cathy Buono, Director of Administration & Finance
City of Springfield Community Development
1600 Columbus Avenue
Springfield, MA 01103

* * *

EXHIBIT A:
Section 108 Loan Guarantee
Entitlement Public Entity Certifications

Main Street/Convention District Overlay Zone Fund

SECTION 108 LOAN GUARANTEE
Entitlement Public Entity Certifications

In accordance with Section 108 of the Housing and Community Development Act of 1974, as amended (the "Act"), and with 24 CFR Part 570.704(b), the public entity certifies that:

- (3) It possesses the legal authority to make the pledge of grants required under §570.705(b)(2).
- (4) It has made efforts to obtain financing for activities described in the application without the use of the loan guarantee and cannot complete such financing consistent with the timely execution of the program plans without such guarantee.

In accordance with Section 108 of the Housing and Community Development Act of 1974, as amended (the "Act"), and with 24 CFR Part 570.704(b)(8), the public entity further certifies that:

- (i) It possesses the legal authority to submit the application for assistance under this subpart and to use the guaranteed loan funds in accordance with the requirements of this subpart.
- (ii) Its governing body has duly adopted or passed as an official act a resolution, motion or similar official action:
 - (A) Authorizing the person identified as the official representative of the public entity to submit the application and amendments thereto and all understandings and assurances containing therein, and directing and authorizing the person identified as the official representative of the public entity to act in connection with the application to provide such additional information as may be required; and
 - (B) Authorizing such official representative to execute such documents as may be required in order to implement the application and issue debt obligations pursuant thereto (provided that the authorization required by this paragraph (B) may be given by the local governing body after submission of the application but prior to execution of the contract required by §570.705(b).
- (iii) Before submission of its application to HUD, the public entity has:
 - (A) Furnished citizens with information required by §570.704(a)(2)(i);
 - (B) Held at least one public hearing to obtain the views of citizens on community development and housing needs; and
 - (C) Prepared its application in accordance with by §570.704(a)(1)(v) and made the application available to the public.
- (iv) It is following a detailed citizen participation plan which meets the requirements described in by §570.704(a)(2).
- (v) The public entity will affirmatively further fair housing, and the guaranteed loan funds will be administered in compliance with:
 - (A) Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d *et seq.*); and
 - (B) The Fair Housing Act (42 U.S.C. 3601-3619).
- (vi) In the aggregate, at least 70 percent of all CDBG funds, as defined at §570.3, to be expended during the one, two, or three consecutive years specified by the public entity for its CDBG program will be for activities which benefit low and moderate income persons, as described in criteria at §570.208(a).

Main Street/Convention District Overlay Zone Fund

- (vii) It will comply with the requirements governing displacement, relocation, real property acquisition, and the replacement of low and moderate income housing described in §570.606.
- (viii) It will comply with the requirements of §570.200(c)(2) with regard to the use of special assessments to recover the capital costs of activities assisted with guaranteed loan funds.
- (ix) (Where applicable.) It lacks sufficient resources from funds provided under this subpart or program income to allow it to comply with the provisions of §570.200(c)(2), and it must therefore assess properties owned and occupied by moderate income persons, to recover the guaranteed loan funded portion of the capital cost without paying such assessments in their behalf from guaranteed loan funds.
- (x) It will comply with the other provisions of the Act and with other applicable laws.

Public Entity Legal Name City of Springfield

Signature _____ Date _____

Printed Name and Title
of Authorized Official Mayor Domenic Sarno, City of Springfield

Main Street/Convention District Overlay Zone Fund

24 CFR Part 87

Appendix A to Part 87—Certification Regarding Lobbying**Statement for Loan Guarantees and Loan Insurance**

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature

Date

Domenic Sarno
Name of Authorized Official

Mayor
Title

Main Street/Convention District Overlay Zone Fund

EXHIBIT B:

Public Hearing Notices and Other Public Participation



City Council

SCHEDULED

Meeting: 03/08/21 07:00 PM

Initiator: Kathy Breck

Sponsors: Mayor Domenic J. Sarno

DOC ID: 6092

16

Order Authorizing Adoption of Implementation Blueprint - Master Development Plan (Mayor Sarno)

WHEREAS, the City of Springfield (the “City”) seeks to improve the economic climate, job opportunities, and housing opportunities for residents and visitors to the city; and

WHEREAS, the City has aimed to maximize the economic spinoff and catalytic impact of the MGM Springfield development, a \$960 million mixed-use redevelopment project that opened in 2018; and

WHEREAS, the City introduced the Implementation Blueprint document in 2018 as a collaborative effort between MGM Springfield and the City of Springfield to provide a strategy and guide for near term development and investment; and

WHEREAS, due to significant economic impacts resulting from existing declining economic conditions of properties within the district further stressed by the required closures and reductions in activity caused by the COVID-19 pandemic, the City seeks to advance a Phase One initiative of the Implementation Blueprint Plan into a fully realized Master Development Plan; and

WHEREAS, the Master Development Plan seeks to address a wide variety of development matters of the district including area development opportunities, positioning Springfield as the regional convention hub, creating new residential opportunities, and attracting new and supporting existing businesses; and

WHEREAS, the Master Development Plan seeks to create a comprehensive City vision to promote and guide new development and area enhancements around a cohesive district that unifies area assets, anchors and opportunities to attract development and improve the downtown experience, particularly along the Main Street corridor; and

WHEREAS, the Master Development Plan seeks to create new incentives to spur growth and attract new investment, including the utilization of the Section 108 Loan Guarantee program to assist in the repositioning of challenged properties; and

WHEREAS, the proposed Master Development Plan has been presented and discussed to an advertised general public meeting, a meeting of the Armory Quadrangle Civic Association, the City Council Casino Oversight Subcommittee, the Springfield Cultural Partners, the EDC of Western Massachusetts Economic Development Partners, the Springfield Chamber of Commerce Board of Directors, the Springfield Business Improvement District Board of Directors; MGM Springfield, the Massachusetts Convention Center Authority, and area landlords and stakeholders, and

WHEREAS, NOW THEREFORE, BE IT ORDERED, that the City Council of the City of

Springfield, subject to the approval of the Mayor, hereby approves the adoption of the Implementation Blueprint - Master Development Plan and Appendix attached hereto as Exhibit A.



MASTER DEVELOPMENT PLAN

Phase One

MARCH 2021

Prepared by The Chicago Consultants Studio, Inc. on behalf of the City of Springfield MA

Packet Pg. 120

Acknowledgements

- Prepared on behalf of and in collaboration with the City of Springfield MA, Office of Planning and Economic Development
- Reflects the culmination of approximately six months of effort by The Chicago Consultants Studio, Inc. (CCS) the City's urban planner and strategic development consultant to advance the Implementation Blueprint through a master development plan for the City
- Builds upon and advances the 2018 Implementation Blueprint with a Phase One plan derived from the critical needs in the area immediately surrounding the MGM Springfield (MGM) and MassMutual Center (MMC)
- Serves as the foundation and direction for the following
 - critical property and site control / coordination
 - detailed project planning and advancement
 - targeted developer / investor outreach



THE IMPLEMENTATION BLUEPRINT

MASTER DEVELOPMENT PLAN: PHASE ONE INITIATIVES

C O N T E N T S

- I. INTRODUCTION
- II. ASSESSMENT
- III. THE FRAMEWORK VISION AND CONCEPTUAL DIRECTIONS
- IV. STRATEGIC RECOMMENDATIONS

APPENDIX

- A. MAIN STREET & CONVENTION DISTRICT ZONING OVERLAY
- B. DOWNTOWN SPRINGFIELD IMPLEMENTATION BLUEPRINT INCENTIVES
ASSESSMENT & STRATEGY MEMORANDUM
- C. SPRINGFIELD CONVENTION CENTER SITUATION ANALYSIS, FEBRUARY 2020
- D. MASTER DEVELOPMENT PLAN ILLUSTRATIVE PACKAGE

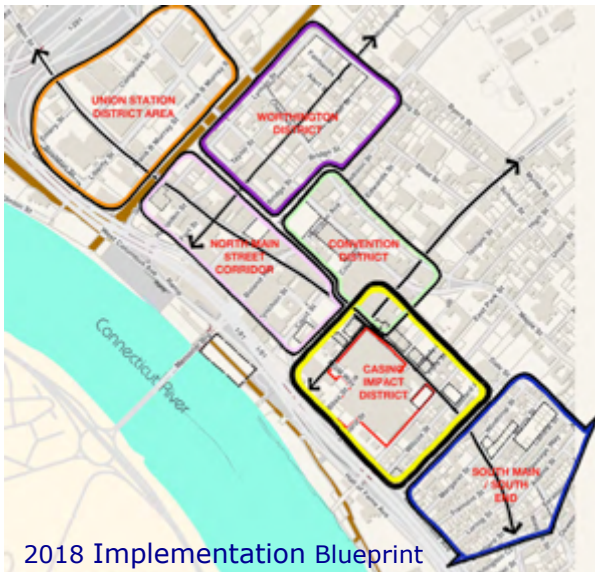
IMPLEMENTATION BLUEPRINT



*An Economic Development Strategy for
The Renaissance of a Great American Downtown:
Springfield, MA*

June 28, 2018

Prepared in consultation with The City of Springfield, MA & MGM Resorts
by The Chicago Consultants Studio, Inc.



2018 Implementation Blueprint

The City of Springfield, Massachusetts

Located in the Connecticut River Valley region of Western Massachusetts and 25 miles north of Hartford Connecticut, the City of Springfield (City) is the economic, financial, educational, cultural and transportation center of the Pioneer Valley region in Western Massachusetts. With a population of just over 153,000 and broader Hampden County population of 463,000, the City's downtown compact, located along the Connecticut River and primarily centered on Main Street running the length of the City. Like many post industrial cities, Springfield has experienced urban decline, economic hardships, natural disasters and other adversities that can often spell demise. However, the City's efforts over the last 15 years to revitalize its downtown core through strategic projects and investment including the \$950M MGM Springfield Casino (MGM) and Union Station redevelopment, have helped lay the foundation for a continued new development.

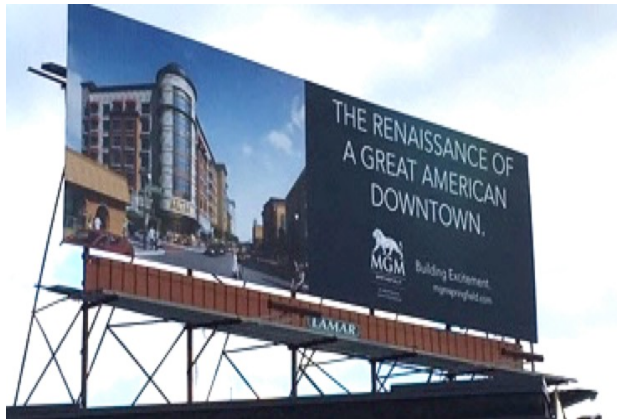
The Implementation Blueprint

As a requirement of the Host Community Agreement (HCA), the "Implementation Blueprint" effort was conceived of as a means to leverage the MGM investment for the betterment of downtown Springfield City and entire region. The Implementation Blueprint was established in 2018 through a collaborative effort of the City and MGM to provide a roadmap and strategies to guide near, mid and long term potential in response to the City and the region's evolving needs and opportunities. As the underlying premise, the introduction of gaming into downtown Springfield allows a limited window of opportunity to realize substantial catalytic economic development to further enliven and strengthen the downtown, attract business and leisure tourism, enhance nearby neighborhoods and reinvigorate the broader Western Mass region. To realize this potential, the 2018 Implementation Blueprint plan assessed the broader downtown and established the following interrelated initiatives to be actively assessed, defined, and advanced into real projects during the critical first five-year time period:

1. Define Strategic Development Opportunities in Downtown
2. Solidify Springfield as the Center of the Region's Convention, Meeting & Entertainment Business
3. Create and Promote New Residential Offerings in Downtown
4. Attract New Downtown Employers & Businesses

MGM opened in August 2018 to great praise for the \$950M investment that transformed much of the casino area. Despite this, the next two years saw no new investment, development or catalytic activity in the Plan area. Instead ongoing decline and disinvestment prompted the City to revisit the Implementation Blueprint with new urgency and need. This Phase One effort described herein is a proactive master development strategy that further assesses, defines and promotes the desired development and investment critical to reverse the ongoing decline surrounding MGM and MMC.

Attachment: Exhibit A - Implementation Blueprint Master Development Plan Report FINAL (6092 : Order



MGM delivered a Casino District; the City must now drive the surrounding area development.

The MGM Springfield Renaissance

Since 2012, a primary focus for downtown development has been on the casino project which anticipated significant transformative impact, new revenue, and important spin off development and investment around the area. Great emphasis and effort was spent by the City and MGM on ensuring that the casino would “fit” into downtown – from its contextual urban design and multi-sided character; to the historical preservation and responsive architecture; to its new-market uses and sensitive range of program which sought to both supplement and leverage existing downtown venues; to MGM’s HCA commitment to bring and underwrite premiere shows in downtown’s existing entertainment venues.

MGM Springfield has delivered with a major, responsive investment in downtown that has brought critical redevelopment to the casino area, new revenue for the City and State and new markets to Springfield including: *

- \$950M private investment in the heart of downtown
- Extensive new-to-market program including hotel, casino, retail, restaurants, entertainment, and residential
- New visitors to the casino and downtown area at approximately 10,000 people per day
- New taxable revenue averaging $\pm$ \$22M per month
- Increased food and hotel tax by 25%
- Regional tourism economic impact increase of 40% over the 2013-2019 period
(* pre pandemic)

Unexpected Stymied Market

Despite the City and MGM’s significant investment of time, design, money and commitment to “integrate” the casino into the urban fabric, the MGM complex has yet to foster important catalytic economic development and vibrancy outside the confines of the casino district:

- MGM Springfield’s interior and exterior spaces are vibrant and active, drawing patrons, economic activity and buzz through events, special programming, and unique urban character
- Unfortunately, that energy and character are not spilling out into the surrounding area
- Prime adjacent buildings once restaurants, bars and retail remain vacant and are decaying
- Initial strong development/tenant interest during the first years of MGM’s “honeymoon” is waning, with limited time remaining to leverage this impact
- Uncertainty in the market continues to grow and impediments are increasing the risks and viability of development

Contributing Factors

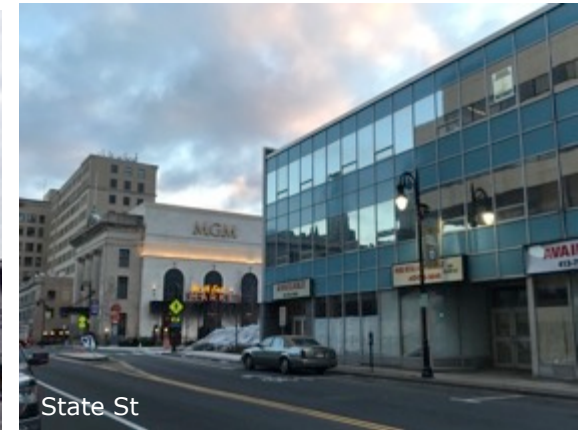
To understand potential causes for this, the City reviewed various economic impact studies, assessed area real estate transactions and valuations, and monitored growing building conditions in the area. In their findings, the City determined that MGM the very catalyst intended to revitalize this downtown area was in fact contributing to the negative market conditions:

- MGM's decision to "overpay" for key properties critical to the project (on average of 240% over market) has driven an artificial increase in area property valuations which has yet to correct itself
- Resulting area rents do not reflect realistic market rates which has turned away high quality tenants interested in being adjacent to a casino anchor
- News of MGM and potential future expansion created area wide speculation, market inactivity, and a "wait and see" attitude in anticipation of a buyout which is clearly not in MGM's plans
- This has led to property disinvestment, code violations, foreclosures, auctions, and growing blight in prime areas adjacent to the casino

The impediments to development are currently at such a scale which the private market alone cannot resolve independent of the City.



113 State St



State St



1155 Main St



1212 Main St

PUBLIC AUCTION
• SPRINGFIELD, MASSACHUSETTS •
± 35,000 S/F
5-STORY
MULTI-TENANT OFFICE BUILDING
WITH
GROUND FLOOR RETAIL SPACE
"SITUATED IN CENTRAL BUSINESS DISTRICT ACROSS FROM MGM"
113-115 STATE STREET SPRINGFIELD, MASSACHUSETTS
TO BE SOLD ON THE PREMISES
FRIDAY, NOVEMBER 15TH AT 1:00 P.M.

FEATURES:

- ± 3.6 Acres of Land on 0.587 S/F • ± 207' Frontage on Main Street •
- ± 79' Frontage on State Street • Public Water & Sewer •
- Zoned: Business C, Downtown • Assessor's ID: Map 111, Block 100, Lot 643 •
- 5-Story Multi-Tenant Office Building w/ Ground Floor Retail Space •
- ± 35,000 S/F of Total Rentable Area •
- ± 33,000 S/F of Office Space • ± 2,000 S/F of Retail Space •
- Central Gas Furnaces w/ Individual Heat Pumps • Passenger Elevator •
- Hot Sprinkler System • Carpet & Tile Floors • Brick Exterior •
- Tinted & Partially Opened Windows • Rubber Membrane Roof •
- Recessed Fluorescent Interior Lighting •

1% BROKER INCENTIVE OFFERED!!!

Aaron Posnik
AUCTIONEER • APPRAISER

PUBLIC AUCTION
• SPRINGFIELD, MASSACHUSETTS •
± 58,447 S/F
5-STORY
MULTI-TENANT OFFICE BUILDING
WITH
GROUND FLOOR RETAIL SPACE
"SITUATED IN CENTRAL BUSINESS DISTRICT ACROSS FROM MGM"
1139-1155 MAIN STREET SPRINGFIELD, MASSACHUSETTS
TO BE SOLD ON THE PREMISES
FRIDAY, NOVEMBER 15TH AT 2:00 P.M.

FEATURES:

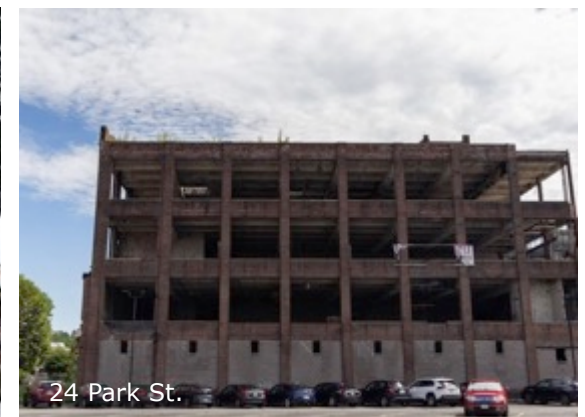
- ± 2.7 Acres of Land on ± 14,536 S/F •
- ± 131' Frontage Along Main Street • ± 251' Frontage Along Stockbridge Street •
- Public Water & Sewer • Zoned: Business C, Downtown •
- Assessor's ID: Map 101, Block 200, Lot 274 •
- 5-Story Multi-Tenant Office/Retail Building •
- ± 58,447 S/F of Total Rentable Area • ± 45,000 S/F of Office Space •
- ± 8,750 S/F of Retail Space • Central Gas Furnaces w/ (64) Individual Heat Pumps •
- (2) Passenger Elevators • Hot Sprinkler System • Carpet & Tile Floors •
- Brick Exterior • Tinted & Partially Opened Windows • Rubber Membrane Roof (2013) •
- Recessed Fluorescent Interior Lighting •

1% BROKER INCENTIVE OFFERED!!!

Aaron Posnik
AUCTIONEER • APPRAISER



1155 Main St



24 Park St.



Focus a Phase One effort on the most pressing, manageable, and viable areas to facilitate near term comprehensive development and investment

Phase One Objectives

Recognizing the pressing need and urgency for reinvestment in the immediate areas around MGM and MMC, the City has narrowed the near term focus of the Implementation Blueprint to a Phase One district (District) generally bound by I-91/East Columbus Ave., Harrison St., Chestnut St., and Union St. to:

- Identify a focused, manageable, and viable area to address pressing economic development needs, constraints and timely opportunities around the primary anchors
- Craft a City-focused plan to complement, leverage and integrate MGM and MMC with new comprehensive and cohesive vision for the area
- Assess, establish and promote key opportunities for complementary development, uses and area enhancements to increase overall District activation, attractiveness and value
- Support that vision through zoning enhancements and related controls that further promote, facilitate and ensure desired development and uses
- Identify and establish a range of development incentives/assistance to improve viability, attract development / investment and entice end-users
- Articulate viable implementation strategies and processes to advance, solicit and secure developer interest, investment and area enhancements
- Implement near term enhancements and critical Phase One development to advance transformation as anticipated with the opening of MGM

Phase One Product

In response to these needs and objectives, the City through CCS, has advanced a three-part “master development strategy” specifically focused on providing clear direction, opportunities and assistance to mitigate the current impediments and risks to development including:

- 1. Phase One Master Development Framework Plan**
Articulating the City’s vision, goals and opportunities for enhanced cohesive District development
- 2. Main Street and Convention Center Zoning Overlay District**
Facilitating and ensuring compatible, complementary development through modified zoning overlay focused along the Main Street corridor and its activation
- 3. Development Incentives and Assistance**
Leveraging a full range of economic assistance across all phases of development

Area Existing Conditions

- The District's major destination anchors, MGM and MMC, drive much of the tourism, economic activity, and market demand in the area
- These anchors provide critical activation and opportunity though currently isolated to within each fostering growing insularity in the District
- Abundant vacancies (many of which are former retail/restaurants), underutilized buildings, and undeveloped parcels, have contributed to growing disinvestment and blight creating negative perceptions and impediments to development and investment
- Highest concentration of these vacancies or underutilization exists along the City's primary Main Street corridor, directly adjacent to MGM and MMC
- Surrounding District lacks clear identity, cohesion, unified character and overall vibrancy creating a negative environment for pedestrians/visitors and impediments to development and investment

Properties in transition, vacant or underutilized include:

1. "Masonic Building" 113 State Street
2. "Colonial Building" 1155 Main Street
3. 19-21 Stockbridge
4. 101 State Building (MGM)
5. "Shean Building" 1212 Main St.
6. 1242 Main Street
7. 13-31 Elm Street
8. Old First Church (City owned/SRA)
9. 1127 Main Street
10. 24 Park Street
11. MassMutual Center South Entry
12. Civic Center Garage (MCCA)
13. Parking Lot (Chart Organization)

The amount and concentration of vacancies and underutilization along Main St., presents an unique opportunity for the City to comprehensively affect direct, control, and coordinate cohesive development in this area.





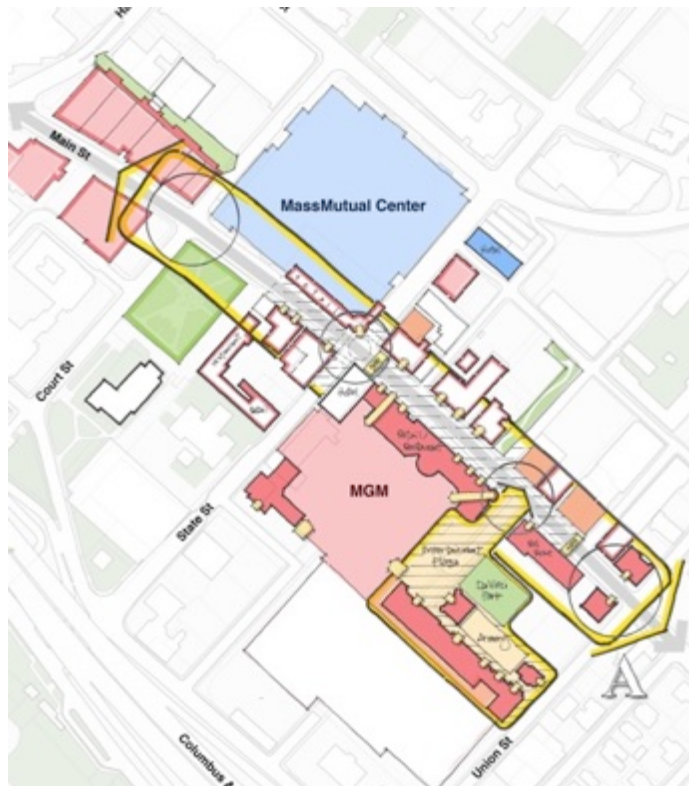
Phase One Implementation Initiatives

The initial assessment of the properties and adjacencies within the District offers a logical separation into the following “sub zones” with distinct needs, challenges and opportunities:

- A. **The Main Street Corridor**
Primary focus on Main Street properties not contributing to the character, activation and ancillary development in and around MGM and MMC
- B. **Court Square Reactivation**
Reactivation of the central arrival space to downtown through anticipated development, public realm enhancements, and potential reuse of City assets
- C. **MassMutual Center Complex**
Repositioning and enhancement of MMC complex to address deficiencies through expanded facilities, enhanced environment and competitive programming
- D. **Willow Street Area Connection / Enhancements**
Reconnecting Willow Street area to Main Street and City park network with long-term potential for redevelopment and City enhancement

As identified, the sub zones reveal unique potential to create new episodes, environments and pedestrian experiences that draw on the immediate area assets but unlock new value through creative repositioning, redefinition and enhancements. More importantly, the potential expansion, overlap, synergy, and interplay between each sub zone presents a much more diverse, rich plan that begins to drive toward a far more exciting, diverse and comprehensive downtown District experience which will be attractive to new developers and investors.





A The Main Street Corridor Springfield's Historic "Spine"

The strength of any downtown corridor requires compatibility, synergy and activation between its two sides. MGM Springfield has made a major investment to the west side of Main Street in both restoring and infilling the historic, urban edge while revitalizing the ground floor and upper levels with a range of new-to-market retail, restaurant, hotel and casino uses. The east side of Main Street, though embellished with attractive historic architecture and ground floor spaces that once housed a similar mix of uses, is largely vacant, inactive, and falling into disrepair.

When viewed collectively, the amount of available, underutilized, and non-contributing space clustered on Main Street directly across from MGM and MMC, creates a dichotomous experience for visitors, patrons and residents - one very active, revitalized, and inviting, the other inactive, languishing and even threatening - which does not encourage exploration beyond the anchors themselves.

As such, the City's plan needs to focus on:

- Leveraging the energy of MGM Springfield and the entertainment plaza by extending out to include Main Street
- Reactivating the ground floor experience and corridor cohesiveness through "encouraged uses" in a Zoning overlay that promotes and expedites complimentary retail, restaurant, entertainment, and other supporting uses
- Strengthening the consistency, identity and synergy of district experience through public infrastructure and public realm enhancements
- Proactively pursuing facilitation, control and/or acquisition of key languishing phase one parcels
- Facilitating a high impact, viable, step one project to help "jumpstart" development
- Encouraging comprehensive coordination and/or management of the entire ground floor uses through a "curated" approach





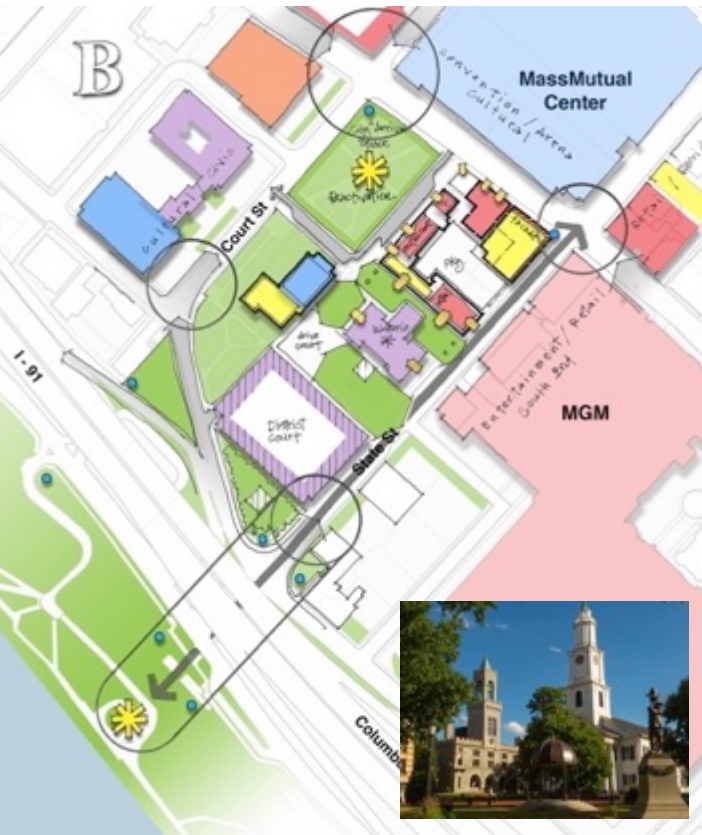
B Court Square Reactivation Downtown's Ceremonial Civic Space

The historic heart of downtown, Court Square has been in existence in some form since Springfield's beginnings in 1636. It serves many functions including:

- the City's main arrival point, ceremonial gathering space, and "front door" to downtown
- a prominent address to some of the City's major assets and districts, including some of the City's most treasured architecture:
 - *Cultural and Civic institutions*, "the Municipal Group" consisting of City Hall, Symphony Hall and clock tower Campanile, and Juvenile Courthouse Building by H.H. Richardson
 - *Downtown office and business core*, MetroCenter/CBD
 - *Convention, Conference and Arena*, MMC
 - *Entertainment, retail and casino complex*, MGM
 - Other notable structures: Old First Church, City-owned and important historic centerpiece, though vacant/inactive; and former Court Square Hotel, now under redevelopment as market rate residential and retail/restaurant
- an important "crossroads" and linkage for downtown and the various functions that line

Court Square is more than just the park itself. In 1902 as part of the City's golden jubilee Court Square was expanded to reach the Connecticut River. The construction of I-91 in the late-50s severed this connection creating the impasse that still exists today. With renewed interest and investment in the area, particularly MGM, the City's Riverfront Park and 31 Elm Street project, Court Square should once again be considered in this larger context, bounded by Court St., Main St., State St. and the River. With this brings both need and opportunity to rethink, reactivate and reengage Court Square, its uses and functions, the space and flow and key surrounding buildings. A new plan should focus on:

- Reestablishing Court Square as an active front door, ceremonial space and new attraction
- Creative reuse of the City-owned Old First Church building as a "centerpiece" on the square with potential to serve as a multipurpose asset for all the cultural, civic, entertainment and convention/conference functions surrounding it
- New park layout respectful of historic significance and mature vegetation, but offering alternate overlay of landscape and hardscape to update and enhance the space, usage and flow
- Strengthen edges, linkages and overall connectivity to address and unite with the river, Symphony Hall, City Hall, MMC, Main Street, MGM Springfield and other area uses
- Better leverage the vast array of architecture in and around the square
- Engage/accommodate 31 Elm project to leverage new residential vitality and ensure maximization of ground floor activation and integration





C MassMutual Center Complex Springfield's Regional Economic Anchor

As originally identified in the 2018 Implementation Blueprint and further validated in the 2019 report by Innovation Group (Appendix C), MMC holds great potential for leveraging synergies with MGM to expand market draw in the conference and meetings market. Having facilities that can accommodate this demand and compete with area/regional convention facilities is crucial. In this regard, MMC is deficient, particularly with respect to offering a dedicated, connected convention/conference hotel, connected parking structure and additional meeting rooms for break out sessions which are essential for the meeting and conference market MMC attracts.

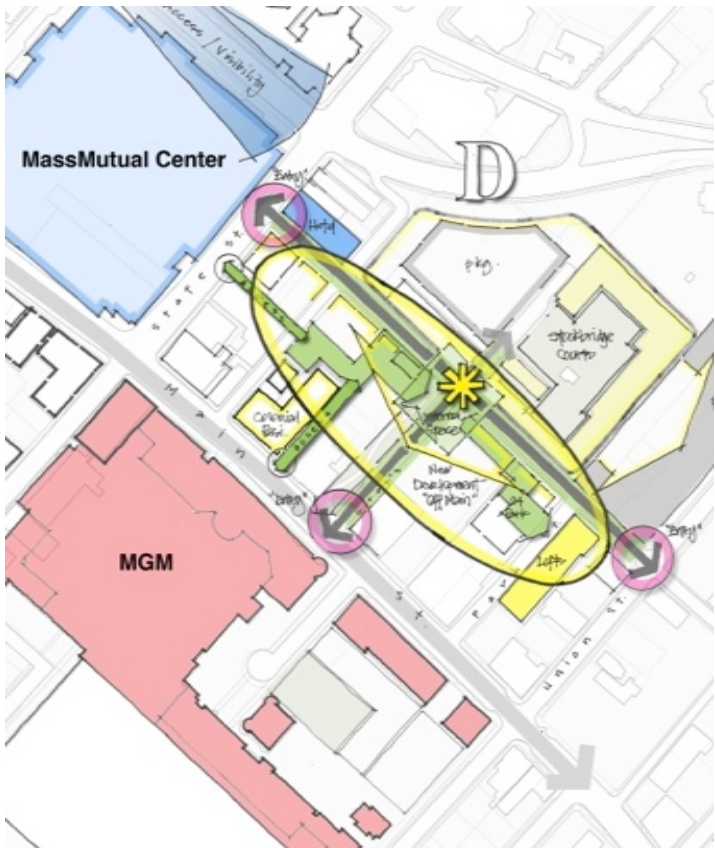
The plan assesses a range of potentials to address these through:

- Assessing enhancements within the facility to improve connectivity, flow, activation and as a new south entry at State St. and Main St.
- Expanding beyond the current MMC site/footprint to adjacent underutilized sites and buildings which offer potential for a new connected hotel and meeting space options
- Investigating potential reuse/renovation of existing adjacent underutilized structures which in turn would aid the City's goal of reactivating languishing structures
- Exploring / promoting synergies with current planned projects to ensure ground floor activation and complementary uses, including the Civic Center garage redevelopment at 31 Elm Street and others
- Pursuing MMC enhancements/programming that further defines the environment around MMC, rethinking the entry, street and prefunction experience, adjacent sites and are assets (such as the Shops at MarketPlace) into a much more distinct MMC offering



The Expanded, Comprehensive MMC District





D Willow Street Area Connection / Enhancements

Reconnecting and Expanding the City's Residential Potential

Though directly adjacent to both MGM and MMC, the Willow street area particularly defined by the highly successful Stockbridge Courts residential development is disconnected from Main Street and downtown. One block east of Main Street, this residential enclave along Willow Street corridor is perceived to be much farther away due to lack of interstitial uses, development, pedestrian activity, and abundance of surface parking lots. At night when it is empty out, safety concerns arise adding to the unease and inactivity due to avoidance of the area and further disengagement from Main Street.

However, while these perceptions are very real, near-term public enhancements can greatly reduce the disconnect while also encouraging longer term redevelopment that will serve to reactivate, reprogram and reenergize the area. Further, Stockbridge Court establishes a unique residential courtyard precedent with well landscaped amenities that can be expanded within the Willow St. area. Properly conceived, this area can become a dynamic, highly amenitized mixed-use residential enclave that expands the network of City green spaces and reconnects itself to downtown through a mix of new development, landscaped space and public realm enhancements.

The abundance of underdeveloped land currently dedicated to parking requires further assessment for "highest and best use", particularly as Main Street evolves and values in the area needs increase. Consolidation of surface lots into a new central parking structure in this vicinity could more efficiently serve existing tenants/users, a reenergized Main Street commercial corridor and future residential. This in turn could free up prime land for redevelopment of complementary residential mixed-use projects that would contribute far more to the District providing important area activation, new residents, and growing market.





District Definition: Establishing the Environment

Beyond buildings and parcels, refocusing towards one comprehensive district requires careful assessment of the public realm, its overall character, boundaries, approaches and linkages. As noted, currently the area lacks a strong sense of unified identity or cohesion but for the immediate area encompassed by MGM. The various uses, assets and amenities appear unrelated, disconnected or worse isolated which contributes to an overall lack of continuity and flow between them.

Springfield is fortunate to have a rich historic downtown environment, building stock and quality public spaces, which contribute to an attractive pedestrian scale and related walkability. Additionally the \$950M investment by MGM has helped unify a significant portion of the Main St., State St. and Union St. area. Leveraging this baseline character and further unifying through a range of public realm improvements - including area wide markers/pylons/boundaries, district signage, streetscape and landscape enhancements – can help create the desired district identity, important linkages, and more consistent pedestrian environment throughout which will promote area activation and attraction.





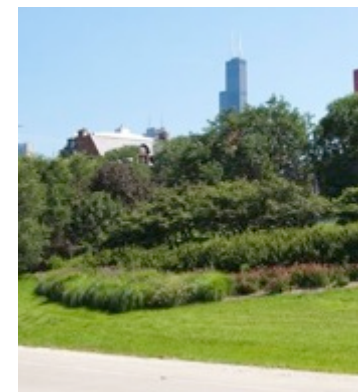
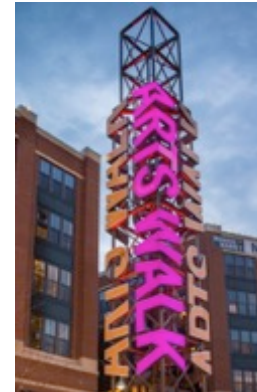
The District: New Definition and Conceptual Enhancements

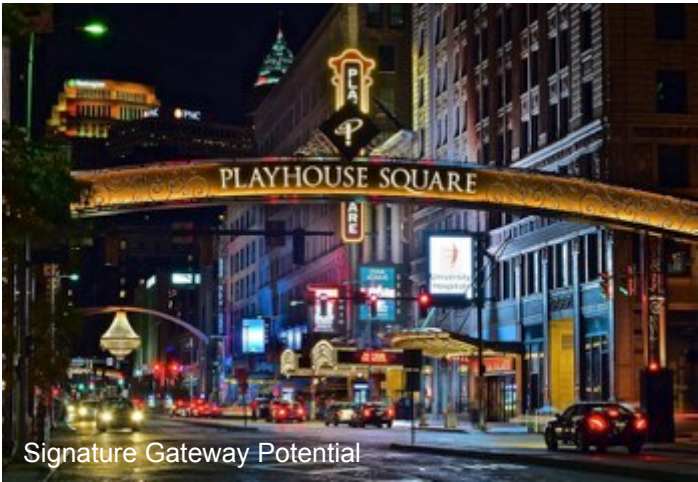
The overall District definition enhancements should include a range of improvements that promote and solidify district identity, clear boundaries and overall character. As visitors and residents approach the district, it should be clear that one is entering a unique, cohesive place, environment and experience. Defining the overall boundaries, the internal primary streets, key intersections and secondary linkages between overlapping uses/zones can be accomplished through a hierarchy and “family” of branded pylons, piers, bollards, signage and lighting to unify the experience.

Approach Corridors / Edges

A majority of visitors to the district arrive via the I-91 highway and East and West Columbus Ave. approach corridors. As a primary entry and first experience to the district, this corridor requires new identity and public realm enhancements:

- District pylons to demark the boundaries along both sides of the highway at key intersections (starting at the exit ramps, Union St., State St., Court St.); straddling the highway will visual connect both sides and promote a stronger linkage to the between District and riverfront parks/amenities
- Enhanced landscaping along the I-91/Columbus embankments and roadways to provide continuity and unification; a simple expansion the plantings used at the Union St./Columbus Ave. intersection along the stretch of highway in a periodic repetition would unite and improve the environment and sense of arrival
- E. Columbus Ave. intersection “arrival node” enhancements at Court St. and State St. to mimic the Union/Columbus precedent but expand it across the full intersection
- Additional edge “arrival node” at key intersections from city street approaches including Court St. and Main St., Court St and Dwight St., Dwight St. and State St. and Union St. and Main St.

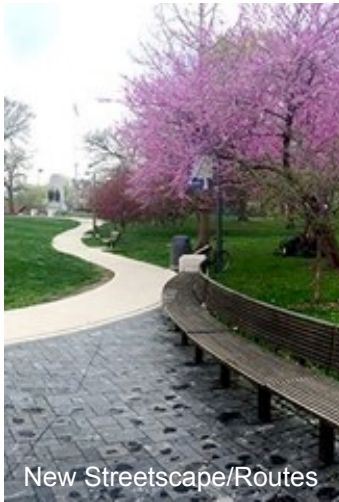




Signature Gateway Potential



Court Square Connector



New Streetscape/Routes

Main Street Corridor Enhancements

Continuing into the District from the edges, the character should transition from a vehicular experience to more pedestrian scale experience, particularly as one arrives at Main St. Once here, the Main Street Corridor experience and identity stretching from approximately Court St. south to Union St. should:

- Expand the new vibrant and energized retail, restaurant and entertainment environment of MGM along the both east and west Main St. frontage
- Continue the same family of pylon/markers, signage and lighting along this expanded Main Street Corridor though scaled down to reflect the more pedestrian-oriented setting at key intersections of Court St. and State St. and Union St.;
- Highlight the primary intersections at State St. and Main St. and Union St. and Main St. as portals into a high energy zone that expands the vibrancy and character of the MGM entertainment plaza into and along Main Street; gateway signage and canopy lighting could span the street connecting the two sides and creating further unification and intimacy.

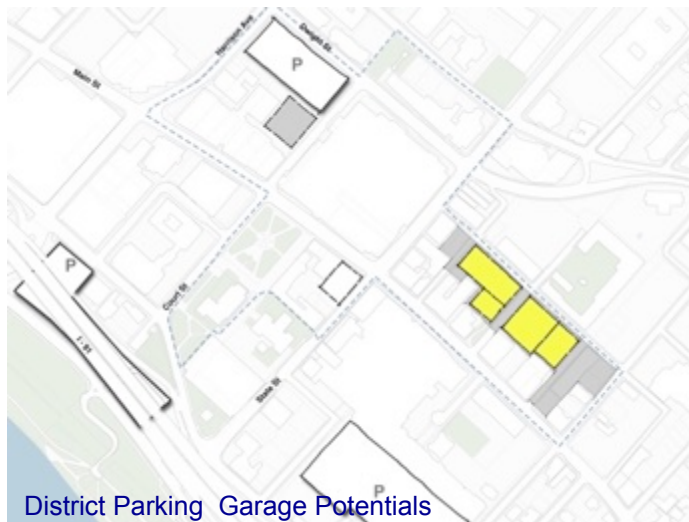
Linkages, Interconnections and Pathways

A third area of district definition includes the interconnection and linkages between zones which enhance the pedestrian experience and further Springfield's advantage and charm as a walkable city. These pedestrian routes include varying hardscape/landscape enhancements to extend the network of interstitial amenity spaces providing a human scale and sometimes more intimate, direct linkage between anchors and experiences. These important connections:

- Build on Springfield's history of bucolic landscaped connections and pedestrian park network
- Expand to connect to and enhance Court Square, Court Square Ave./Elm St. connector to the Hampden County Courts plaza, MGM Way, Willow St. (State St. to Union St.), and Cross St. connector (Main St. to Stockbridge Court)
- Continue the family of pylon/markers, signage and lighting though at the smallest scale to reinforce the pedestrian only setting
- Provide the visual clues that clearly delineate new "wayfinding," rejoin disconnected and distant areas, link district anchors, attractions and uses, encourage pedestrian activity and exploration, and cohesively unite the entire district experienced



Willow St Area Surface Lots



District Parking Garage Potentials



MGM Parking

District Parking Assessment

Parking is a necessary entity in urban centers though recent trends towards more walkable, livable, and/or transit oriented downtowns have put pressure on reducing reliance on the automobile and related parking. As a mid-size city, Springfield is very walkable though with limited transit options, dependence on parking to accommodate its daily influx of workers, visitors and residents to downtown still drives significant demand parking.

Area parking within the district is accommodated through a combination of on street, surface and structured parking. The largest proximate parking structure is at MGM off of East Columbus Ave. accommodating 3,400 spaces dedicated primarily to patrons and employees of the casino complex though also serving as replacement for the more than 500 parking spaces displaced by the casino. As a free “public” garage, proximate to the heart of the downtown, it is fair to assume there is significant usage by area businesses and visitors not affiliated with the casino.

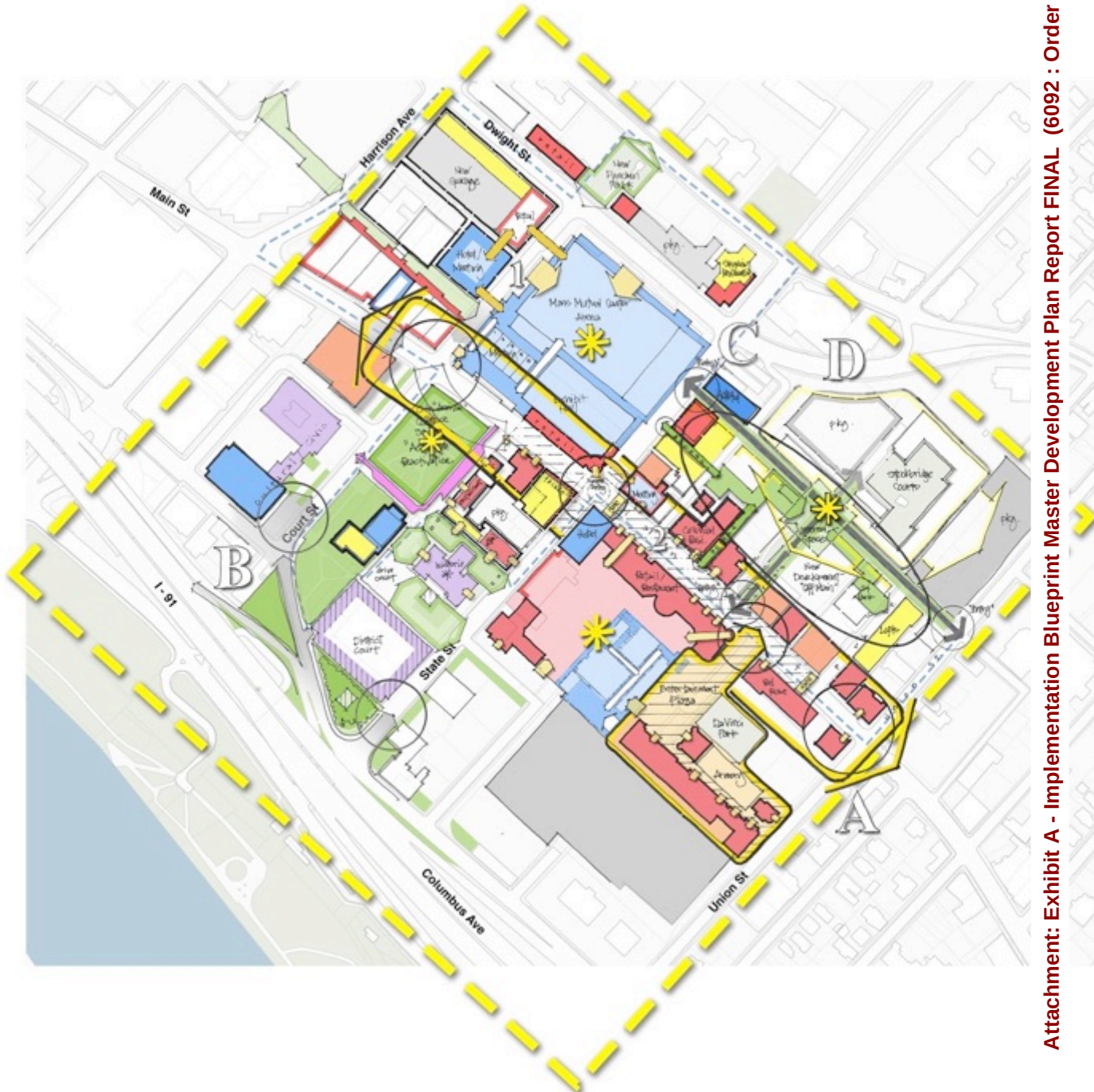
A second structure, the 50-year old Civic Center garage, recently sold to the Massachusetts Convention Center Authority (MCCA) with plans to demolish, rebuild and replace the structure. Once complete, the garage will serve the downtown business population and visitors to MMC through a direct enclosed bridge connection. Preliminary discussions call for ground floor activation through new retail/commercial uses along primary streets (Bruce Landon Way, Dwight St.) which is encouraged both in this plan and in the companion zoning overlay district. Other parking exists to the north under the I-91 expressway and in Metro Center garages.

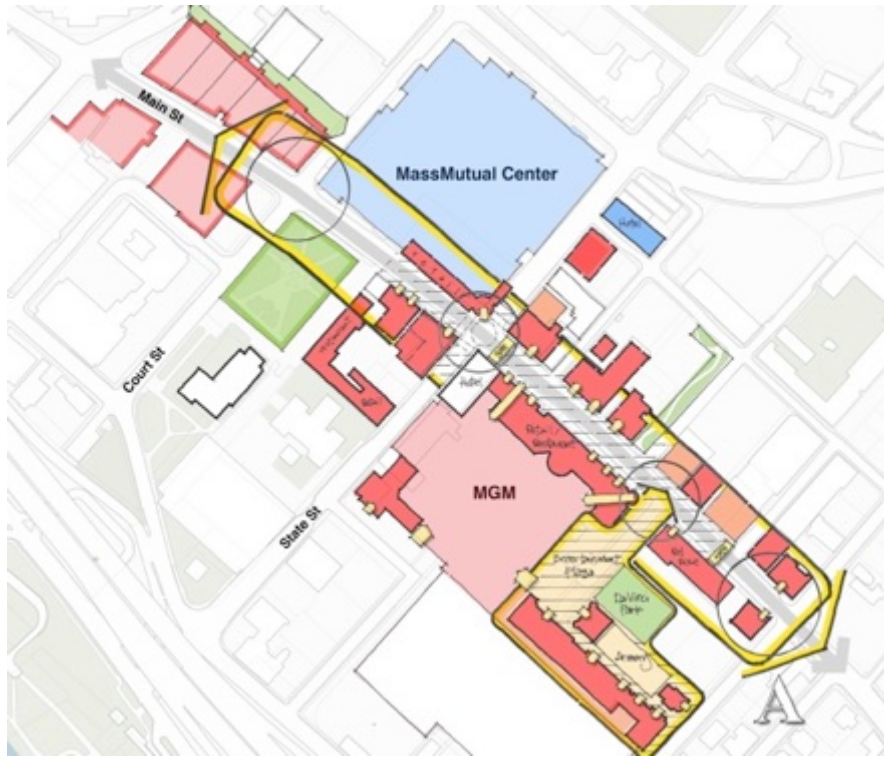
Perhaps the biggest challenge and opportunity lies in the abundant surface lots that proliferate the areas directly off of Main Street between State St and Union St. Heavily used by area businesses, the lots comprise over 40% of the land area and are privately owned by numerous owners reflecting poor urban planning principles and a lack of regulatory controls. Parking demand will increase as new uses and development desired through this plan come to fruition in the district. Parking will remain a significant program component that requires coordinated district planning and strategic response. Ideally pressure from future development along Main Street will increase both the development value of the surface lots and need for consolidation into centralized structures.

The City and SPA are commencing a separate study to assess the impacts from MGM as well as strategically plan for new parking alternatives to solve growing district demands while freeing up underutilized land.

Though initially viewed separately and assessed as individual zones, the reality and true opportunity of the district lies in its comprehensive whole. The important adjacencies, overlap, and interplay between the zones offer a much richer, cohesive context in which to knit these various episodes, attractions and assets into one cohesive and diverse urban experience.

The important overlap and interconnectedness of this approach helps reaffirm the area as one cohesive, dynamic district that provides identity, shared assets, and enhanced value to generate, promote and lead public and private investment throughout. It also serves as the baseline for conceptual advancement.





Main Street aLIVE

Springfield's Downtown Experience

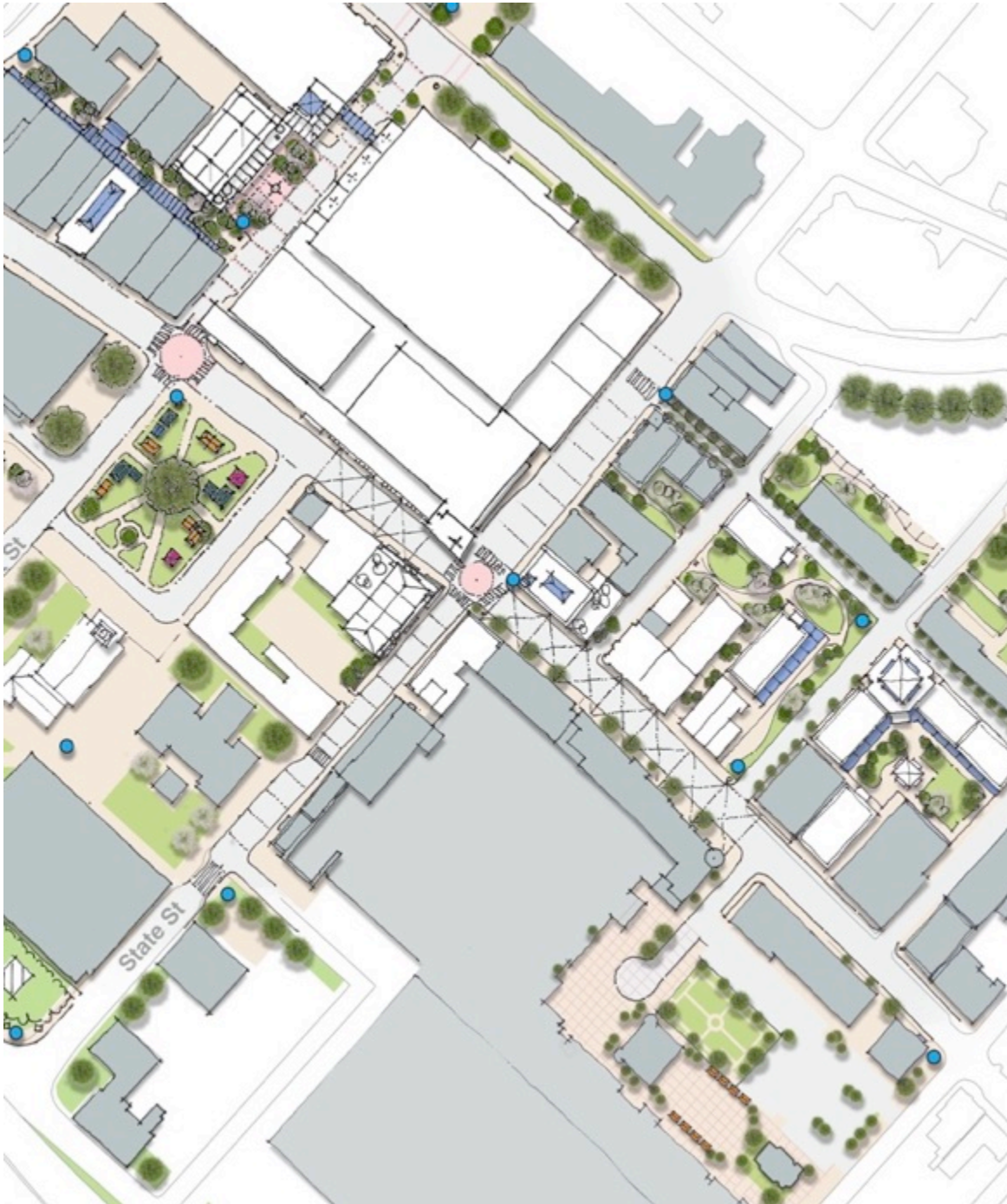
Main Street aLIVE envisions a redefined, cohesive, vibrant corridor from Harrison St. to Union St. with infill retail, restaurants and entertainment uses that reenergize the ground floor environment and leverage and expand the energy of MGM and area assets throughout. Additional public enhancements will unify and reinvigorate the Main Street Corridor to once again serve as the central organizing spine and primary pedestrian experience from which one can experience the various episodes and attractions of the District. To help ensure consistent and coordinated ground floor activation, the City desires a “curated” approach, whereby the corridor and collective tenant spaces/uses could be strategically organized, managed and operated as a whole to foster seamless and diverse pedestrian retail experience. The City’s use of the zoning overlay together with district wide management strategies in collaboration with landlords will help advance this approach.

The State St. and Main St. Gateway

Rare development opportunities at all four corners of State St. and Main St. allow the City to rethink this prime intersection as a signature gateway, port and near term initiative as an important first phase for a variety of uses:

- 113 State St. currently in foreclosure; potential renovation and/or redevelopment into a new mixed use development with ground floor activation; addition of 1163 Main St. would allow larger redevelopment site
- 101 State St: currently owned by MGM: in design and feasibility assessment as a 123 room boutique hotel with ground floor restaurant and retail which further complements and enhance the District and offerings
- 1212 Main St: underutilized corner can become prime renovation with possible addition, or redevelopment as mixed use with ground floor activation for synergies with Main St, 101 State renovation and 31 Elm Street renovation
- MMC South: near term renovation at MMC to convert south exit into major new entry, allowing better access and flow between MMC, the Main Street Corridor and MGM; longer term addition signature entry with possible ground floor retail space





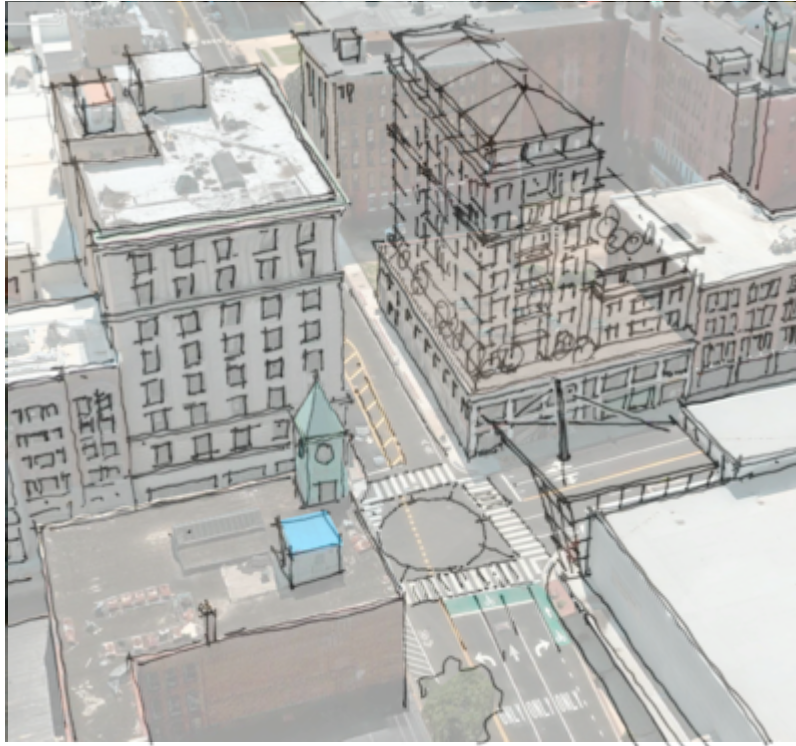
Corridor Reuse, Re-tenanting, Redevelopment / Infill

additional redevelopment opportunities along Main Street Corridor exist:

- 1155 Main St. (Colonial Bldg.) currently in foreclosure: prime historic renovation for private sector mixed use development with ground floor activation
- 1111-1127 Main St.; three structures with vacant ground floors formerly restaurants, taverns and retail space are ideal for near term activation and longer term renovation prime outdoor space and adjacency to City greenway along Cross St.
- Shean Building: as a potential reuse/redevelopment this site is critical to enhancing a key intersection/gateway and overlap of MGM and MMC; the City should pursue due diligence to facilitate development
- 1242 Main St: contributing historic building which would improve the area across from MMC with new active ground floor uses
- 1248 Main St: a key corner site to Court Square, the building recently sold in 2020 with new owners planning renovations and re-tenanting of the ground floor with retail and residential apartments above; together with 31 Elm and reactivated Shean and 1242 Main, the combined effect would create a significant cluster of new mixed use development and ground floor activation to enliven a key District intersection and important corner to Court Square

Current Encouraged, Active Uses: while gaps and vacancies exist there are positive uses and development that is contributing to the overall vitality of Main Street. The City should continue to leverage, promote and support where needed the vibrancy and livelihood of these tenants and spaces:

- MGM casino, Chandler Steakhouse, Costa, The Salor, Hannoush, MGM Hotel, Red Rose Pizzeria, Wahlburg, South End Marketplace, TAPs
- 1402 – 1319 Main St (Chart Organization blocks) and the Shops at Marketplace



Attachment: Exhibit A - Implementation Blueprint Master Development Plan Report FINAL (6092 : Order

Court Square Center For the Arts

Downtown's Renewed Civic Heart and Destination Space

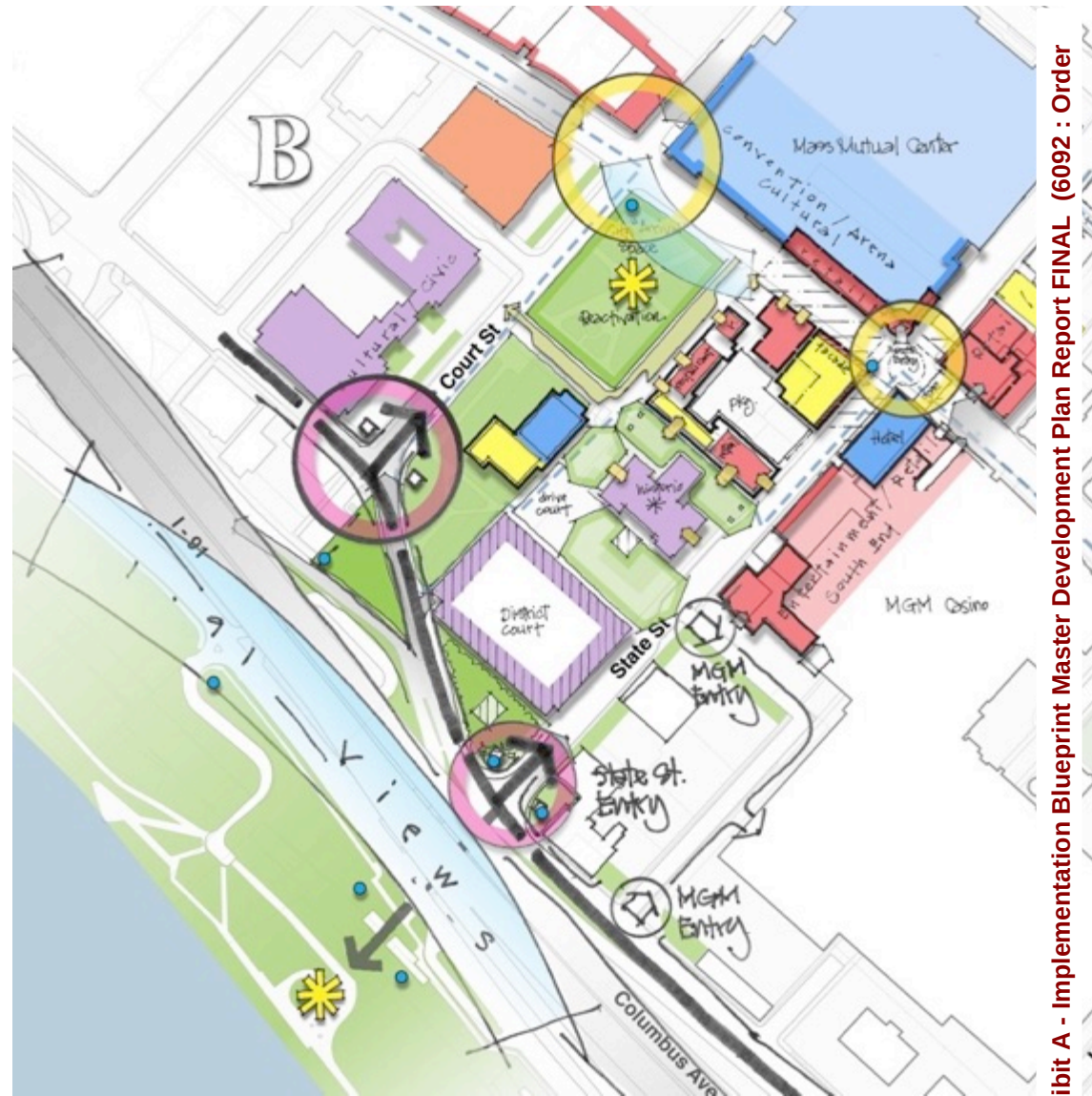
Court Square is rich with potential, given its importance and foundational role to Springfield, its physical space serving as an important “arrival and gateway” to downtown, civic gathering space, and natural amenity, its rich and diverse architecture chronicles Springfield’s growth as a City and now its important role as the centerpiece to a transforming the District and downtown.

A Redefined Court Square

Rethinking Court Square in a broader context allows it to truly function as the linchpin between the distinct downtown anchors, both physically as an enhanced landscape park and spatial connector, and programmatically as a functional amenity that serves and participates in the overlapping uses and anchors surrounding the space. Court Square is also defined by the buildings surrounding it which provide a rich canvas on which to create an altogether new experience to enliven the edges while maintaining the historic core.

Court Square as a Destination Attraction

The “Court Square Center for the Arts” concept revolves around the whole space becoming a destination attraction, with regular “events”, that would provide new activation and attract visitors into downtown. The simple illumination of key buildings and historic features of Court Square, programmed to regularly set times and even seasonally could bring a entirely new purpose and meaning to Court Square. Advances in lighting technology and 3-D mapping would enable the surrounding architecture to become a canvas and feature event for the city, much other Cities have done on significant structures. Building on the energy and activity of MGM’s entertainment plaza, Court Square would be renewed as the civic heart, new destination space, and feature attraction at the City’s front door.



New Landscape / Streetscape Plan and Activation

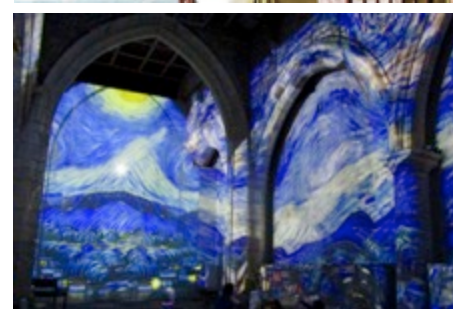
Court Square is rich with an abundance of historic features, mature landscape, fountains, memorials, and structures. However the space remains static and underutilized. New planning should look at ways to integrate the historic character with a new design for landscape, hardscape, and programmatic uses. An “overlay” approach would seek to preserve the formal, historic features, while offering:

- New landscape arrangements that integrate mature trees and monuments with a new layout, planting beds, lighting and natural features while addressing and reinforcing dead zones, weak edges and lost interstitial spaces
- More pedestrian oriented features through inviting, usable lawn areas, benches, special lighting and display areas to reactivate the space, including potential for outdoor exhibits, markets, or even occasional usage by MMC for outdoor convention/conference exhibits or functions
- Alternative pathways, pedestrian routes and street crosswalks that more directly respond to and connect the primary uses and anchors both in and around Court Square, including restored / redefined connections to the Riverfront, State St./MGM, Symphony Hall/City Hall and MMC

Old First Church Cultural Events Center

As the historic centerpiece to Court Square and a transforming downtown district, Old First Church should be reactivated with new purpose that reinforces the District as well. With the historic main space of the church and three story building behind, the Similar to the Park Ave Armory in New York or the Epiphany Center for the Arts in Chicago, Old First Church has great potential to serve as:

- A new “center for the arts” as an extension of the downtown cultural experience filling a void for unconventional performing and visual arts in an intimate and historic space
- A unique events center for the City and residents for special civic functions, dinners, services, weddings/ceremonies and community gatherings
- An extension of MMC as a special use space for presentations/ lectures, meetings, break out space, social events, and dinners





Potential Convention / Conference Hotel

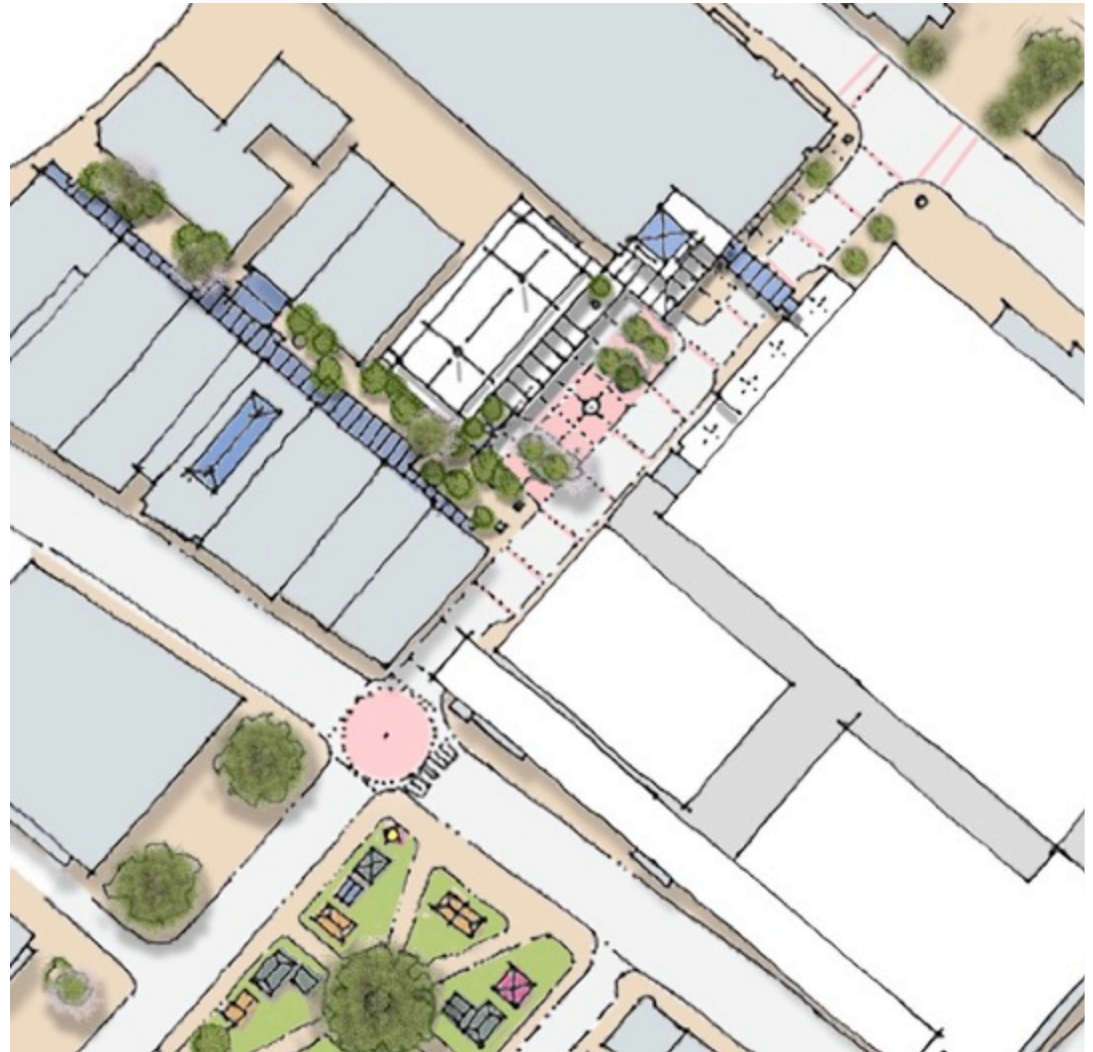
The parking lot site of south of the Civic Center garage can be efficiently configured to house a new convention/conference hotel and directly connect to MMC and a new civic center garage. Additional space could be dedicated with the complex and/or in conjunction with adjacent garage to house new meeting rooms and breakout space. A significant set back for the hotel would allow for a gracious forecourt plaza, drop off area and event space as part of the pregame activities during street closure. Further this new plaza would expand the City's network of public spaces and serve as a fitting entry/terminus to the Shops at Marketplace and unique activity space to the Bruce Landon Way experience.

Civic Center Garage and Retail

As a primary corner and District entry from Dwight, this site is ideally located next to MMC, adjacent to the newly renovated Pyncheon park, at the foothills to the Quadrangle, and part of Bruce Landon way. Now under MCCA's ownership who is tasked with the garage replacement, the site can accommodate ground floor retail activation on Bruce Landon Way and Dwight, with potential for a building setback to allow outdoor dining, more landscape and related activity space. Access to the garage should be limited if not eliminated along Bruce Landon Way to minimize vehicular conflicts in this new, pedestrian oriented corridor.

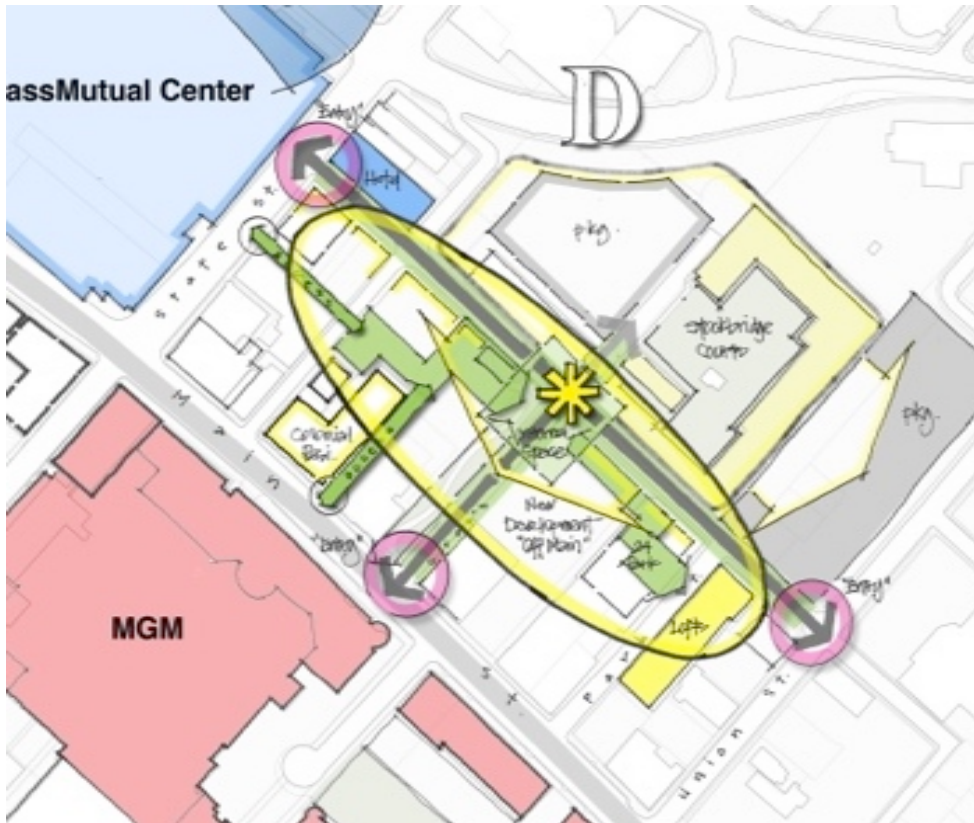
The "Cultural Corridor"

With a renovated Pyncheon Park, revitalized connection to the Quadrangle museum campus, an expanded, comprehensive civic center complex, an activated and repurposed Bruce Landon Way, and a new arts and destination focused Court Square, the entire length of Court Street and Bruce Landon Way becomes a new "cultural corridor," linking some of the City's important civic and cultural anchors and attractions while giving new purpose, energy, and value to the street and District.





Attachment: Exhibit A - Implementation Blueprint Master Development Plan Report FINAL (6092 : Order



Willow Street Collection

Reuniting and Growing Springfield's Downtown Residential

As identified, the Willow Street Area between State St. and Union St. remains disconnected from Main St. and the surrounding area. Despite recent developments of MGM, the historic hotel renovation at State St. and the successful Stockbridge Courts residential project all immediately adjacent, the area lacks connectivity, attraction and activity due in large part to the chasm created by surface parking lots that make up the bulk of the land in between.

Expanded and Enhanced Streetscape and Landscape

Near term enhancements should address the primary entries into the area at Main and Cross, State St. and Willow and Union St. and Willow St. as well as the intersection of Willow St. and Cross St. extending the family of District pylons/markers to demarcate and visually connect this new mixed-use zone. Streetscape and landscape improvements along Willow St. and Cross St. in the form of expanded parkways, consistent street trees and new lighting would greatly increase the attractiveness, visibility, unity, and flow through the zone. Longer term expansion of the City's park network and pedestrian greenways in the area either as public improvements by the City or as part of future private development would further promote this unique and special pedestrian zone and serve as natural amenities to mixed use, residential development.

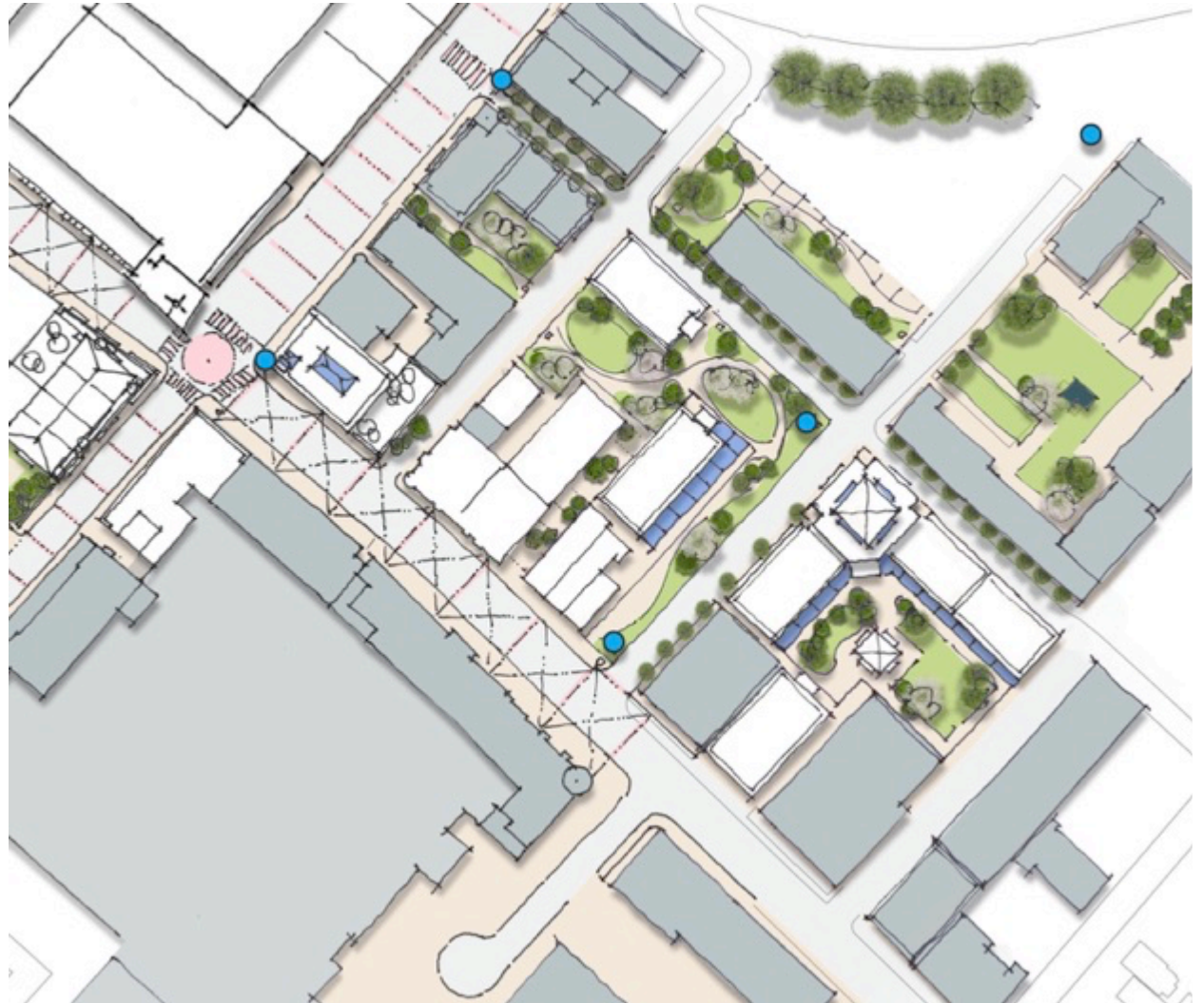
Integrated, Proximate Parking

In conjunction with the Springfield Parking Authority, the area should be fully assessed as to the current and longer-term needs parking driven by development and potential for a central parking structure. Combining a number of surface lots together would provide properly dimensioned sites for structured parking in a number of areas, which in turn unlocks greater value for redevelopment of the remaining, freed up land. Proximate, dedicate parking could be combined with mixed-use residential to screen structures. Properly conceived, new structures could be integrated or screened behind mixed-use residential building to create a more seamless development consistent with Stockbridge Courts and the historic buildings.

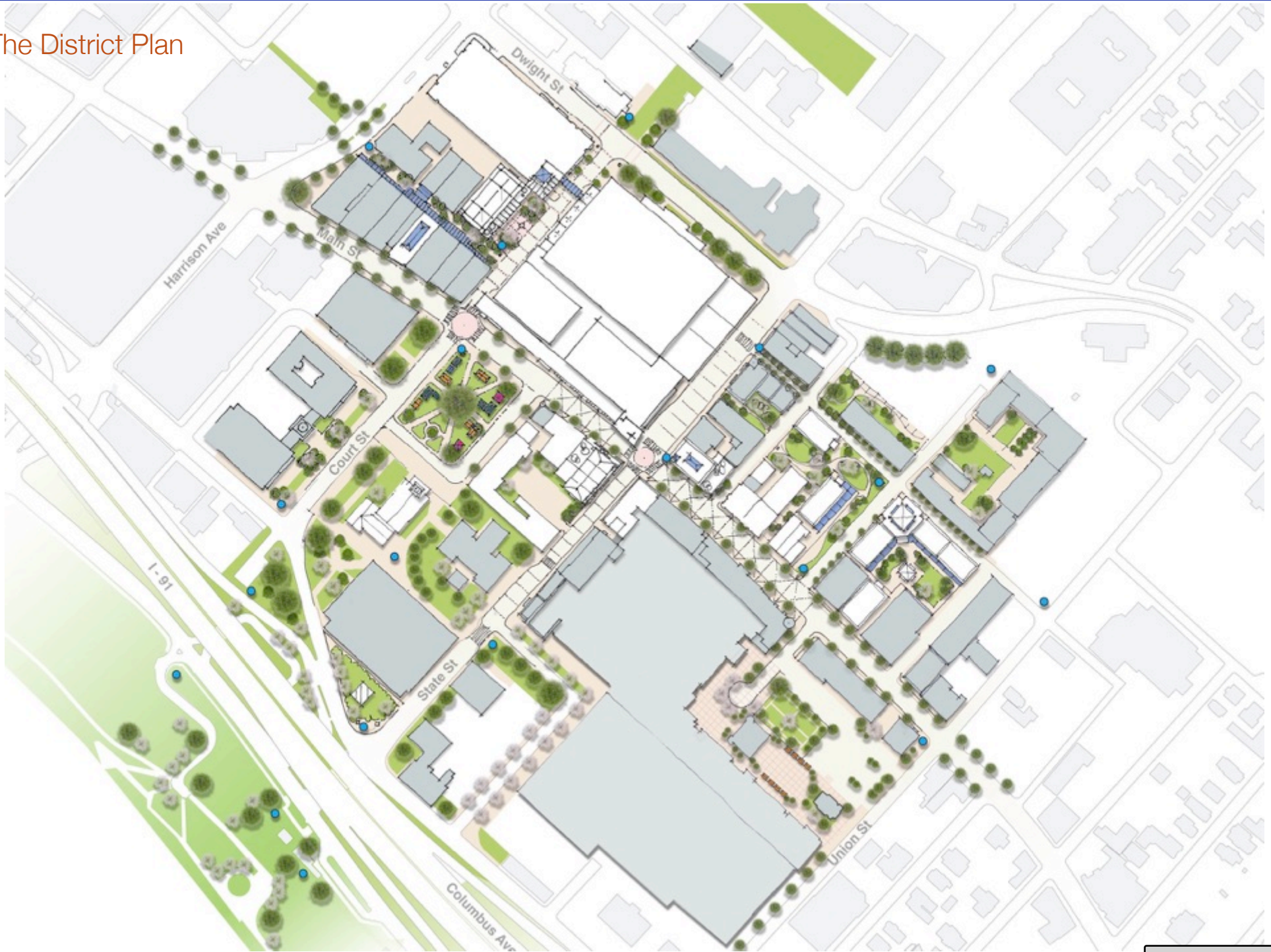
Redevelopment

With area parking efficiently accommodated in new a structure, new multi-family and mixed use development can occur along Willow and Cross that build off of and expand the residential character of Stockbridge Courts and provide important active infill to further connect the sub zone back to the City.

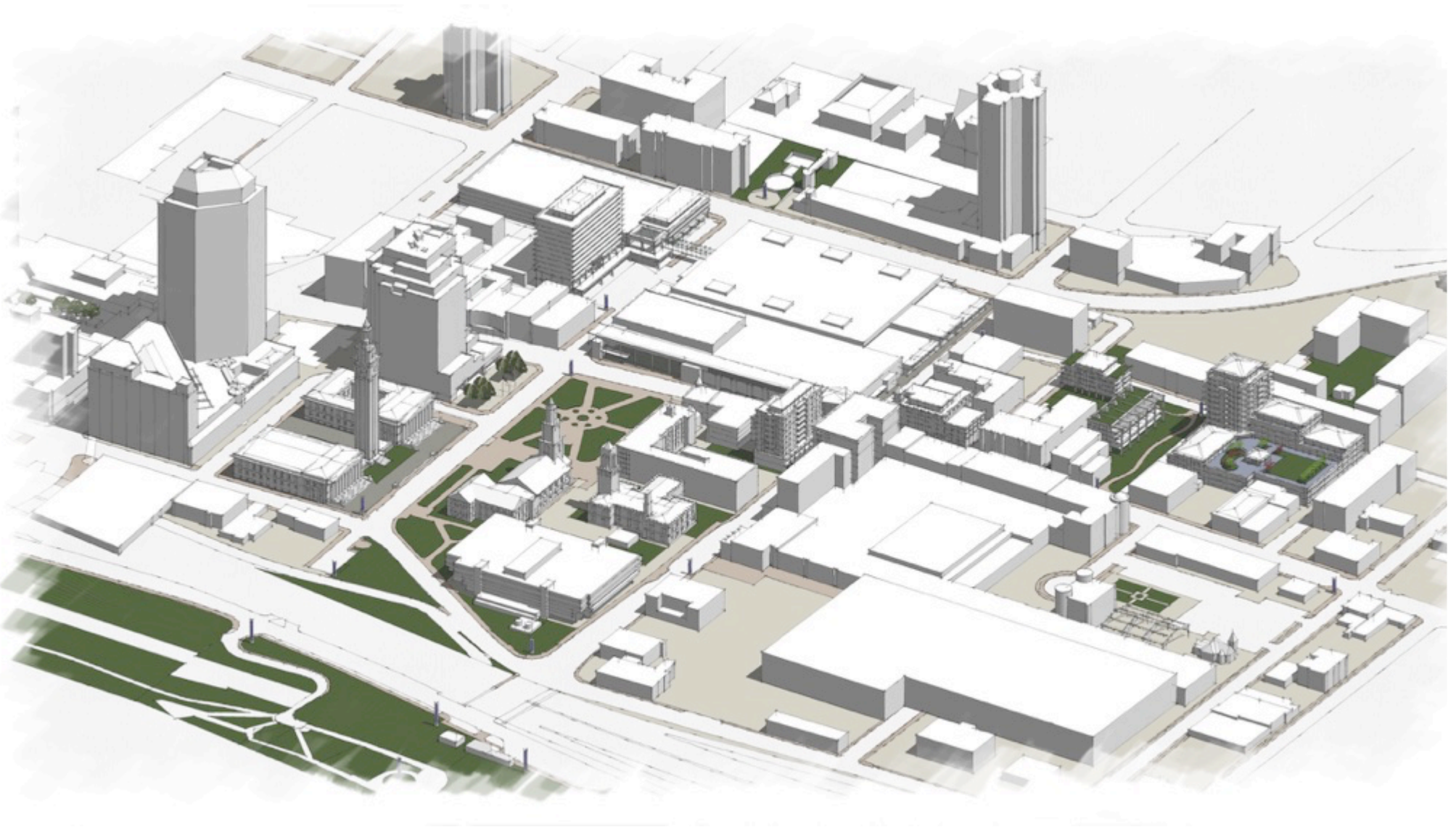
New residential buildings of four to six stories would establish a consistency to area buildings including Stockbridge Courts with the ability in limited areas to increase density to a mid or even high rise level. The use of building setbacks, terraces/balconies and rooftops would further sculpt and amenitize the residential offerings and activate the upper levels. Emphasis on high quality landscape, small parks, courtyards, and interconnectivity between would allow the Willow Street Collection to evolve as a harmonious residential mixed use urban enclave unique to the city. Further, this program could more than double the residential units in the area while serving as a catalyst for future residential expansion into the South End.



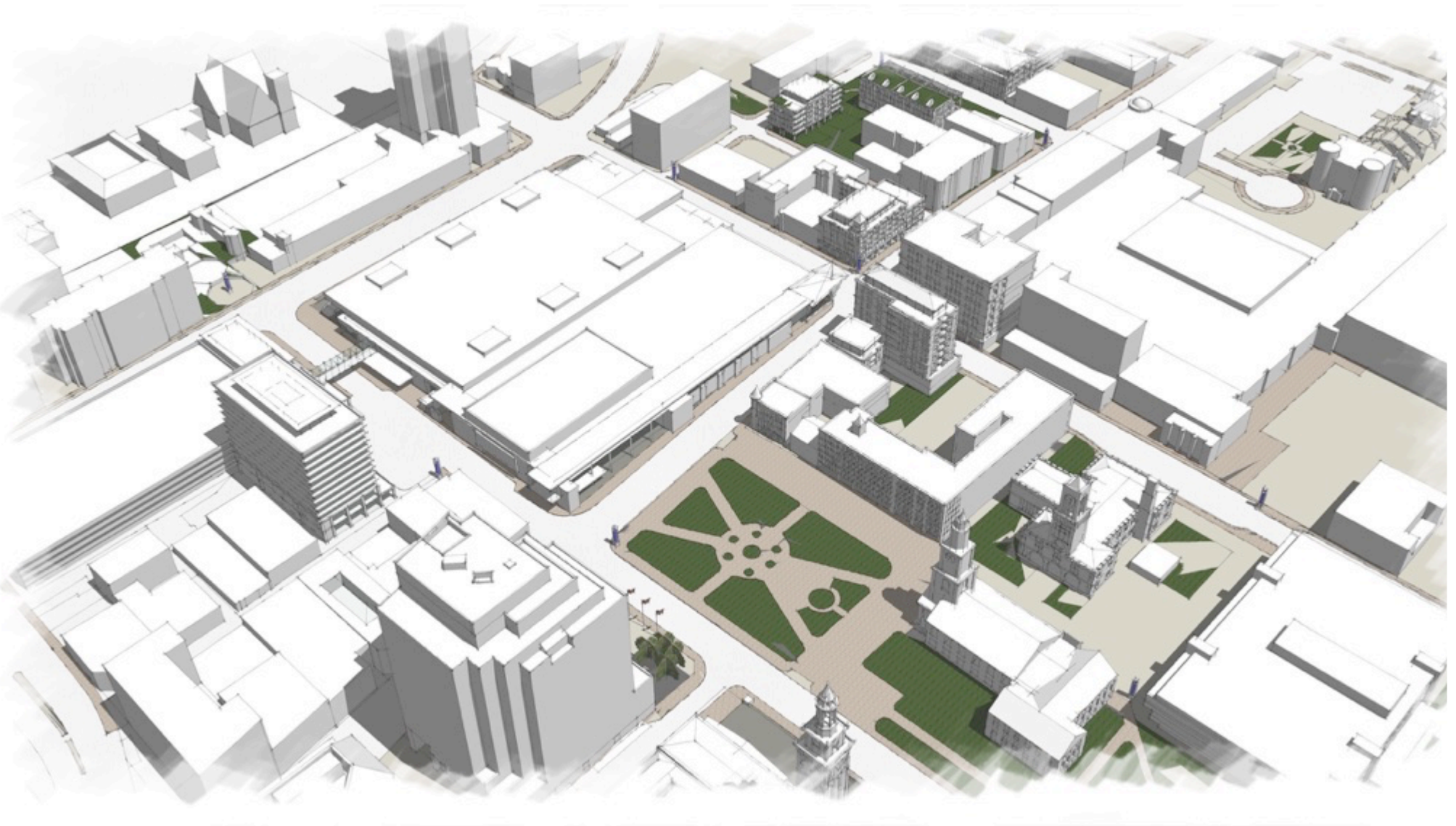
The District Plan



District Conceptual Views



District Conceptual Views



District Conceptual Views



District Conceptual Views





District Strategies

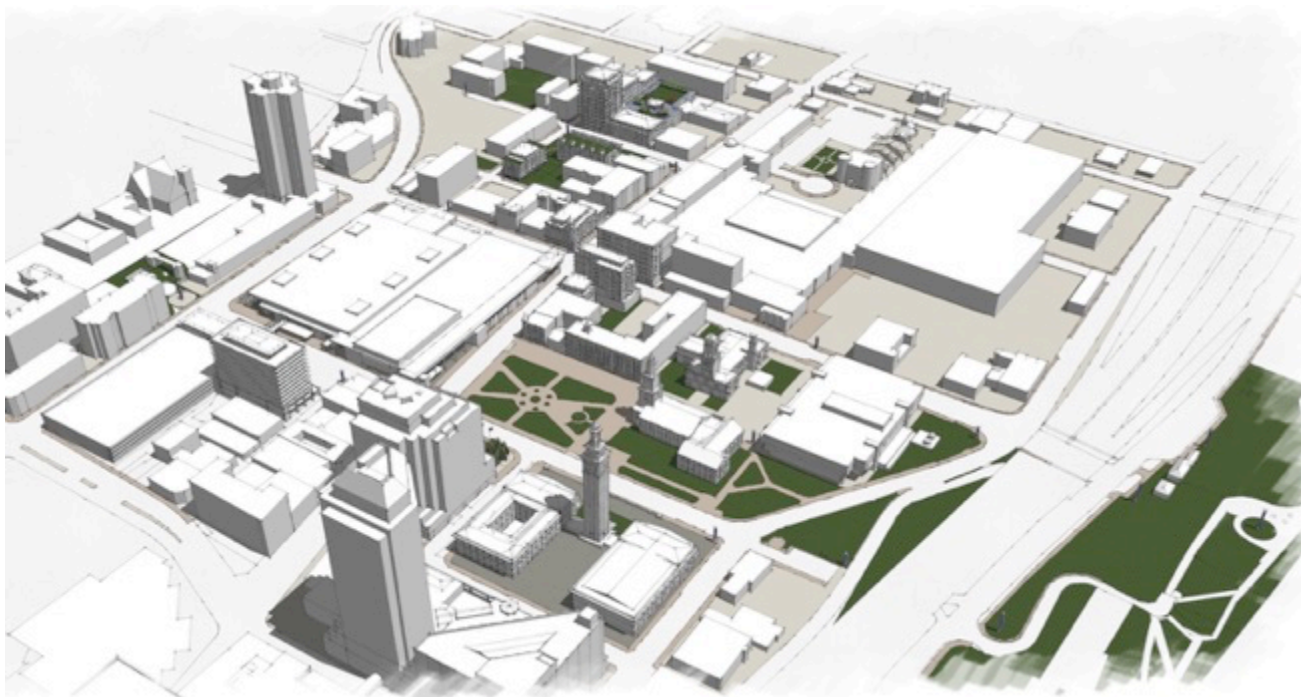
Overall Strategic Advancement

The Master Development Plan establishes a clear framework for creation of a new cohesive, revitalized and attractive District in the heart of downtown and around the District's major economic anchors, MGM and MMC. The Plan has assessed and articulated a range of diverse opportunities to help further bolster the creation of the District and frame key priorities towards implementation. These include the advancement of not only important property/building pursuits and related due diligence but also public realm and infrastructure enhancement planning, and further engagement and collaboration with key area anchors (MGM, MMC) and stakeholders to coordinate, encourage and advance ongoing projects into this unified approach to the District.

District Unification

Advancement a *District Infrastructure and Unification Plan* which responds to the need to create a better defined, cohesive pedestrian experience, interconnectivity and flow between area assets/anchors, and consistent high quality enhanced public environment for new private development and investment:

- Streetscape, landscape and infrastructure improvements along primary edges, corridors, intersections and linkages/public spaces
- Comprehensive District identity and branding through pylons, signage, way finding, banner programs, and special programming
- Pursuit of funding for implementation through a range of Federal, State and local programs (MassDOT, MGC grants, DIF, others as identified in Appendix B)
- Detailed exploration of DIF district: feasibility, process, impacts/projections, potentials and outreach to further arm the City with key tools to implement public improvements and entice developer investment; specifically DIF funding could be a key source to the viability of District enhancements, centralized public parking garage(s), and critical acquisition of properties





Sub Zone Strategies

Overview

City advancement of specific detailed property assessments, initial due diligence, and viability studies as parcels become available for promotion, assistance, coordination and advancement to the private sector development and investment community:

- Continued parcel/building due diligence (additional critical and/or available sites identified in Plan), including facilities conditions assessments, building/site alternative development scenarios, magnitude cost for development and project specific market and economic analysis for viability and gap analysis
- Funding and incentives strategies for project specific needs and viability (sub district public improvements, new parcels/buildings redevelopment, end user incentives)
- Detailed Market and Economic Impact Study to better assess the local and regional market, trends, and growth potentials, while testing the District plan, program and strategic directions for refinement, overall validation and targeted solicitation
- Pursuit of District-wide “curation” strategy and expertise for comprehensive planning programming, management and operations of ground floor uses and pedestrian environment; to be successful, this strategy requires a dedicated position/person or resource for continual oversight, monitoring, management and direction of the District for conformance to goals of the plan.

Main Street aLIVE

- Key property assessment and/or landlord/stakeholder coordination and facilitation including foreclosed blocks, 1127 Main St., Shean Building, 1242 Main St., infill parcels, and Chart Organization buildings along Main St. corridor.
- Engagement with MGM, MCCA, and MMC on near term south entry and activation along Main St. at State St.
- Continued interface/engagement with ongoing projects and area stakeholders including 101 State St. boutique hotel redevelopment and 1248 Main St. renovation ensure and assist project conformity to District objectives
- Pursuit of immediate improvements to initially reactivate the corridor including coordination with MGM on Main St. storefront/door activation and City installation of street canopy lighting over Main St. from State St. to Howard St. and longer term to Union St.
- Explore expansion of the Business Improvement District (BID) to Union St. and/or Main Street management expertise



Sub Zone Strategies

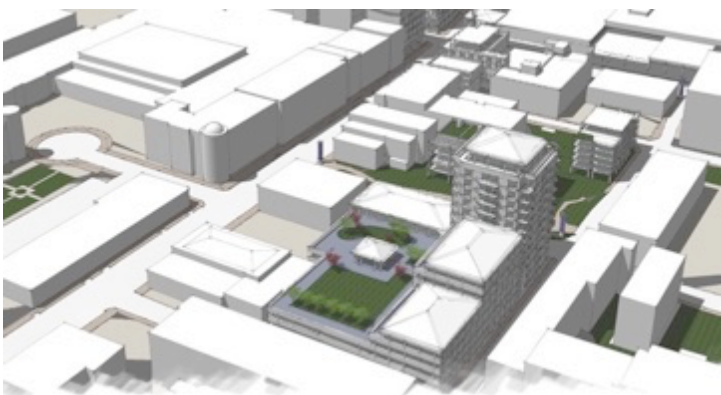
Court Square Center for the Arts

- Pursue new detailed *Court Square Park Improvements and Reactivation Plan* based on opportunities, needs, and directions identified herein
- Advance coordination of the *Old First Church Feasibility Study* to creatively assess design potentials, constraints, new directions for alignment with the District plan
- Continued interface/engagement with ongoing projects area stakeholders including 31 Elm St. redevelopment and 1248 Main St. renovation to ensure and assist project conformity to District plan



MassMutual Center District

- Conduct Convention Center “charrette” with MCCA, MMC, MGM, area hoteliers, businesses and key stakeholders to reaffirm needs, test potentials and advance viable strategies to reposition the convention center within the District plan as a critical anchor and economic engine
- Advancement of detailed *Convention Center Repositioning Study* in conjunction with CVB, MCCA, and MGM to assess market, new growth potentials, facility planning and operational enhancements
- Establish regular engagement MCCA/MMC to collaborate on and advance civic center garage design and new south convention center entry to ensure conformity with District plan / potentials
- Pursue stakeholder interface and related due diligence for potential convention expansion into adjacent properties and/or reuse of existing buildings
- Engage with MCCA on potential funding sources for planning and implementation

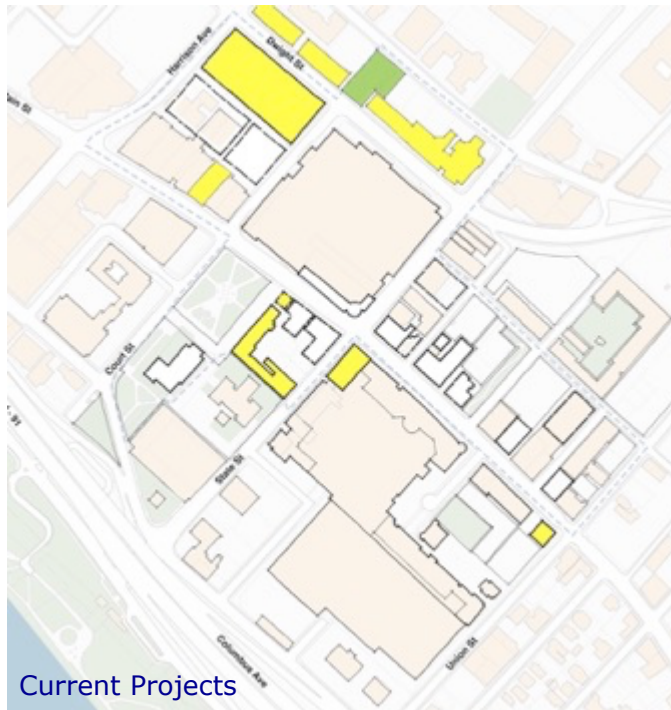


Willow Street Collection

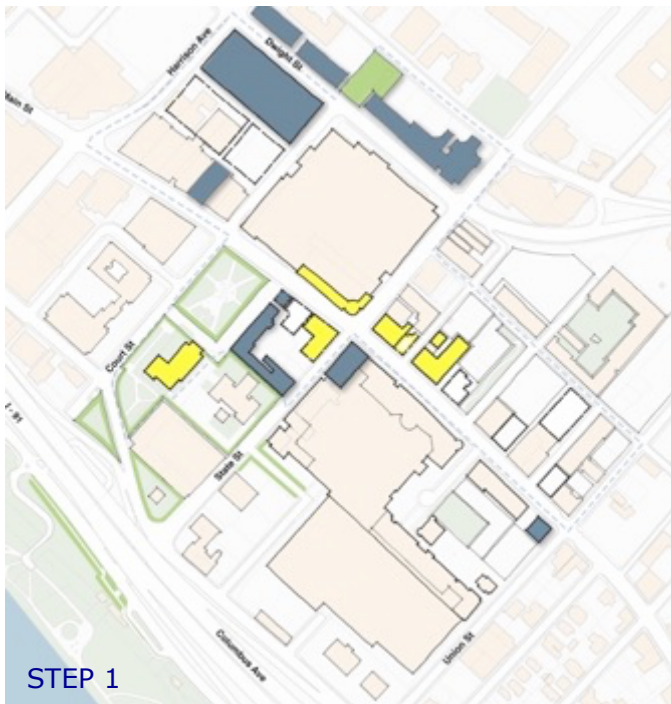
- From proposed *District Infrastructure and Unification Plan*, pursue near term implementation of enhancements along Willow St and Cross St.
- Complete District parking study and plan with SPA aligned with District plan to determine preferred parking solutions and key steps to implement
- Advance stakeholder engagement and input on longer term potentials as mixed use redevelopment and consolidation of parking
- Pursue Civic and Business leadership outreach to explore civically-sponsored residential redevelopment initiative to assist with project leadership, advocacy, and end-user program (e.g. employee housing assistance programs)



Current Projects



STEP 1



Potential Sequence

The implementation of the District plan will involve a logical sequence of steps over the next decade plus that will continue to evolve in response to the market, site/parcel availability, funding, and overall momentum. Much like the process with MGM, the City plays an important ongoing role as a “master developer” of sorts to guide these steps, build interest, secure investment and ensure implementation in conformity to the Plan. The following suggests initial near-term, mid-term and long-term steps beginning with continued engagement and implementation of projects underway which are important first steps to changing and reestablishing a positive environment for subsequent investment. The near-term Step 1 is the likewise important first phase catalyst to help further jump-start development, and public and private investment. These steps will evolve and shift in response to area opportunities, needs and strategic adjustments by the City.

Current District Projects and City Coordination / Facilitation

Currently, the amount of ongoing projects in the District represent a significant initial phase that done properly will add to the broader district appeal and opportunity. The City should continue its positive leadership and facilitation to ensure successful implementation and integration. These projects currently include 31 Elm St., MCCA Civic Center Garage, Skyview, 101 State St., Church Organization property renovations, and 1248 Main St.

STEP 1 (Near Term, through Year 3)

The near-term strategy project are perhaps the most critical in creating the proper character, excitement, value enhancement, and critical investment to spur interest and expansion; these steps also build on the Plan and advance important implementation initiatives/studies to assist subsequent steps:

- Main St. property coordination, assessment and development facilitation
- Developer identification, outreach, solicitation(s) and implementation
- District-wide enhancements, streetscape / landscape planning, and initial phase implementation
- Convention Center South entry and Main St. activation
- Convention Center planning, repositioning and implementation
- Court Square and Old First Church design/feasibility study, implementation strategy, solicitation
- District parking assessment, planning and implementation strategies
- Additional site control/acquisition as/if available

STEP 2 (Mid Term, through Year 5)

- Additional site identification, due diligence assistant and developer facilitation as/if they advance or become available (Main St. infill sites, 1127 Main St. blocks, 24 Park St.) and additional Main Street redevelopment
- Coordination with MCCA/MMC for permanent South entry and reactivation of MMC Main St. edge
- Coordination with MCCA/MMC for potential MMC convention hotel, meeting space expansion and MMC district enhancements
- Additional phase streetscape, landscape, linkages
- Continue District parking plan strategy

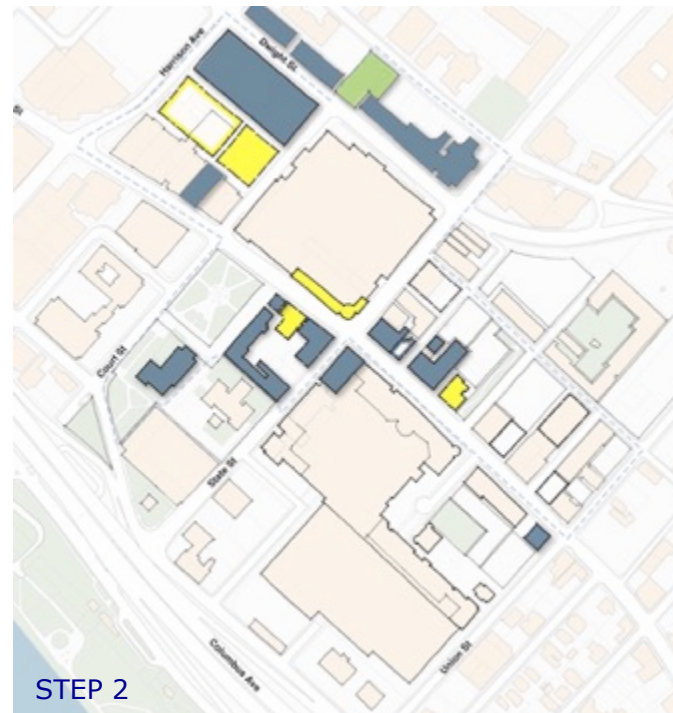
Potential Future STEPS (Long Term)

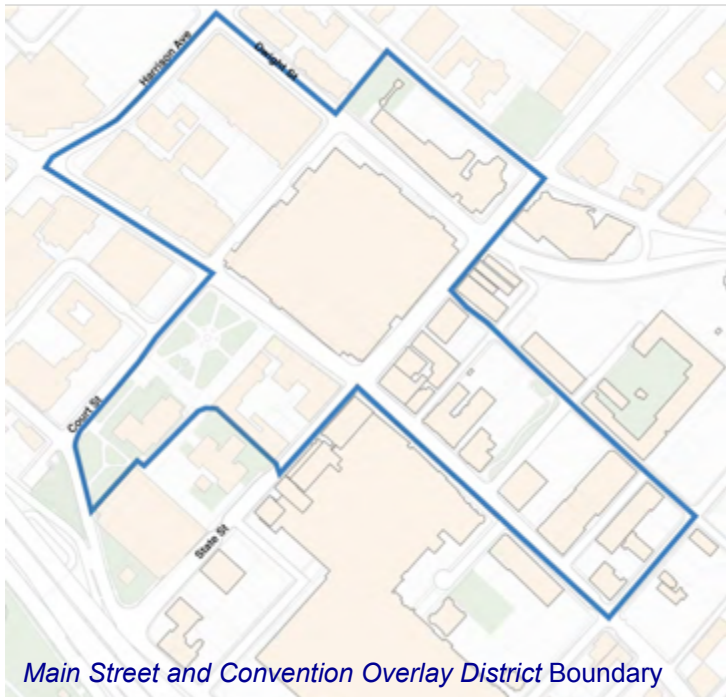
Longer term future steps are difficult to predict though the successful implementation of Steps 1 and 2 will enhance value surrounding areas, and likely spur additional opportunities for reuse, redevelopment and activation.

- Continued coordination, facilitation of new private development within the District
- Continue District parking and potential new parking structure in central location to serve District development
- Remaining district enhancements including additional internal streetscape enhancements, open space linkages and amenities in Willow Street Collection
- Potential for civic / business leadership participation in residential Initiative

Potential Immediate “Quick Wins”

- Main Street canopy lighting, district corridor banner program (Main, Court St/Bruce Landon Way, other)
- Continuation of MGM programming and events





Zoning Overlay Coordination

As referenced, the Plan works in concert with a new zoning overlay. The *Main Street and Convention Overlay District* (Appendix A) is intended to better align the goals, objectives and policies of the underlying zoning with those of the Master Development Plan as they relate to development and redevelopment of the land area and land uses in a defined geographic area within the District. The overlay boundaries generally respond to areas of need and opportunities of the District, including the east side of the Main Street Corridor abutting MGM, the area encompassing MMC, and key potentials of the redefined Court Square area. Together with the Plan, the overlay district seeks to bolster the pedestrian environment, development opportunities, and overall viability of projects through an emphasis on activities and amenities at the street level. The zoning overlay shall permit and encourage and facilitate the coordinated development of complementary land uses and activities within the overlay area which are intended to attract residents, visitors and employers to the area.

Development Tools / Incentives / Grants Coordination

As a third component of the master development strategy, various District incentives will be pursued specific to each project and initiative that seeks to leverage a range of economic funds through all phases of development, to ultimately “close the financial gap” and entice development. An initial outline of the programs under consideration is included in Appendix C:

- City assessment of current development opportunities suggests infeasibility without significant economic assistance
- Exploring a range of economic tools including Federal, State and Local grants, loans and other incentives programs to bring to the District
- Considering options across entire development process from:
 - the continuing strategic planning, control and implementation efforts;
 - to infrastructure/public realm enhancements that improve overall value and attract development/investment;
 - to owner/developer/investor assistance to augment and leverage private investment (“vertical development”)
 - to tenant / end user programs and aid
- Current strategies include use of the City’s HUD Section 108 loan guarantee to assist in potential acquisition of properties

Main Street/Convention District Overlay Zone
Property Acquisition Fund
(Section 108 Application Form)

City of Springfield, Massachusetts
Community Development Block Grant Program



Application
For a HUD Section 108 Loan Guarantee
\$5,000,000 Loan Guarantee Amount

Submitted By:
The City of Springfield

To:

United States Department of Housing and Urban Development

October 2020

Implementation and City Coordination

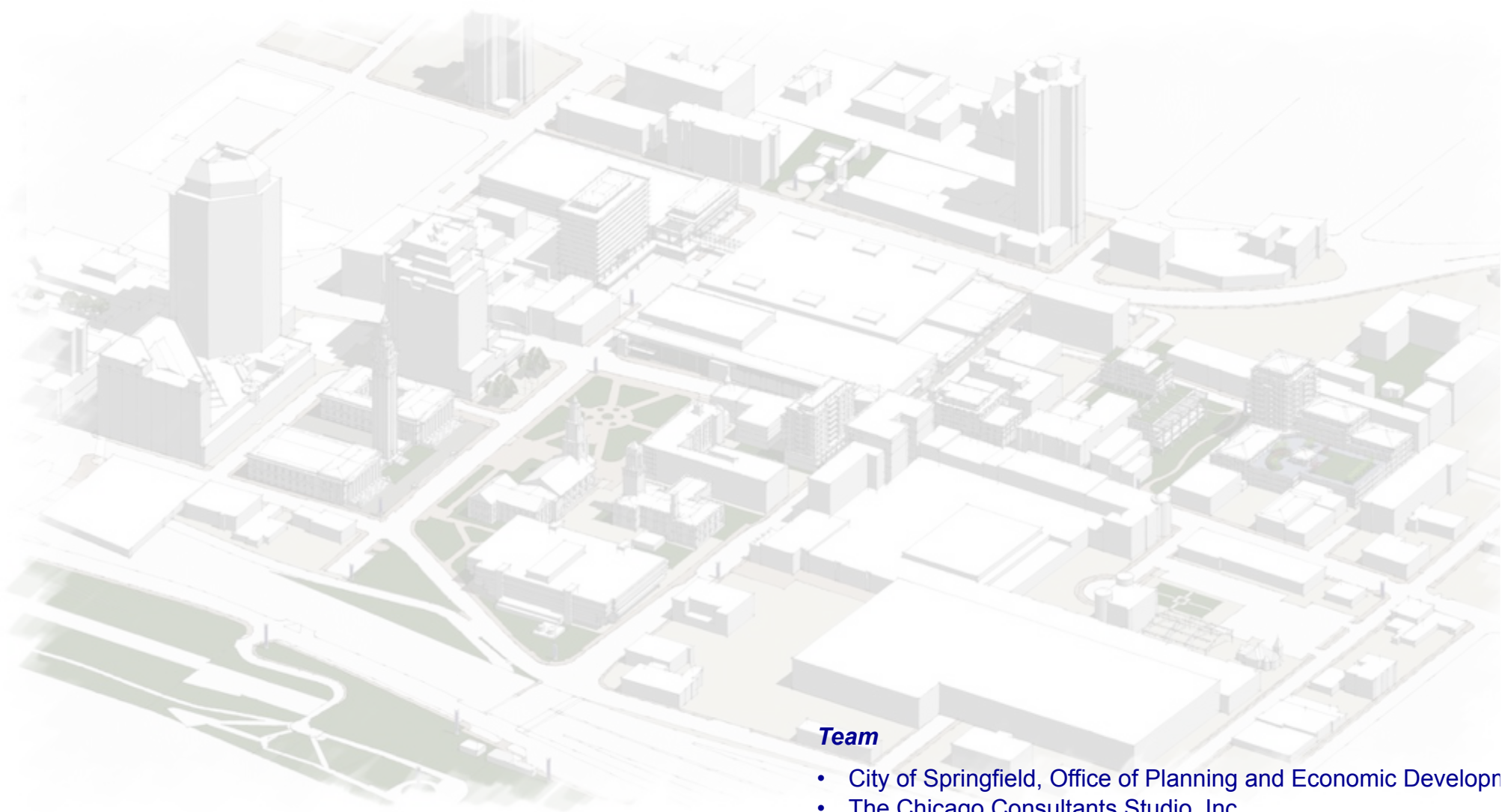
This new District surrounding MGM and MMC though experiencing decline due to real estate conditions, remains very fertile with development potential particularly as area real estate begins to realign to the true market. This Master Development Plan advances a Phase One initiative of the Implementation Blueprint through the creation of an organizing, well-defined downtown District in response to these needs and opportunities. The Plan serves as a guide to near term projects essential to help stimulate development as well as a framework to drive future potentials. As articulated in the 2018 Implementation Blueprint, this Phase One plan and subsequent implementation efforts will necessarily evolve and advance over time in response to changing conditions and into a range of new projects or initiatives for the pursuit by the City, developers, investors or collaborations between the two.

For the Plan to be successful, the City must take an active and leading role in its execution. As such, all new projects within the District will first require a preliminary review and coordination with the City's Office of Planning and Economic Development through the Chief Development Officer. Projects that meet the overall objectives articulated here and in the overlay zoning will advance. The City's role will be to help coordinate and facilitate developers and investors in the process and in conformity to the plan to realize the overarching objective for a vibrant, successful downtown district.

The success of the advancement and implementation of the Plan and ultimately the District, also requires a proactive City team member to continually monitor, promote and direct development in the District as the coordinating and "keeper" of the vision. As part of the implementation process, the City will assign and/or establish this District city leadership role.

Additionally, the Plan requires the continued commitment of MGM to its important obligations in the HCA that provide critical programming and activation of their assets, MMC, Symphony Hall and related impacts. For MGM, the City's Phase One efforts to stimulate and lead redevelopment around the casino should further enhance the MGM experience and success by providing an energized, vibrant downtown environment and focused District in which to reside.





Team

- City of Springfield, Office of Planning and Economic Development
- The Chicago Consultants Studio, Inc.
- Consultant Team:
 - The Innovation Group
 - Appleton Corporation
 - Caolo & Bieniek Associates, Inc.
 - RKG Associates, Inc.

THE IMPLEMENTATION BLUEPRINT

MASTER DEVELOPMENT PLAN: PHASE ONE INITIATIVES

APPENDIX

- A. Main Street & Convention Overlay District
- B. Downtown Springfield Implementation Blueprint Incentives Assessment & Strategy Memorandum
- C. Springfield Convention Center Situation Analysis, February 2020
- D. Master Development Plan Illustrative Package

THE IMPLEMENTATION BLUEPRINT

MASTER DEVELOPMENT PLAN: PHASE ONE INITIATIVES

A. Main Street & Convention Overlay District

SECTION 8.7 MAIN STREET & CONVENTION OVERLAY DISTRICT

Section 8.7.10 Purpose

The Main Street & Convention Overlay District (MSCOD) is intended to better align the goals, objectives and policies of the underlying zoning with those of the Implementation Blueprint Phase 1 Master Development Plan (Plan) as they relate to development and redevelopment of the land area and land uses in the geography identified as part of that adopted Master Development Plan. The Plan seeks to bolster the pedestrian environment, development opportunities, and overall viability of projects within the District to leverage the area around two of Springfield's major economic anchors, MassMutual Center and MGM Springfield.

The district is intended to be an active pedestrian area with an emphasis on activities and amenities at the street level. The importance of a pedestrian and image/identity corridor particularly along the Main Street area of the district shall be recognized and reinforced in creating an activated Main Street environment.

The MSCOD modifies some existing zoning standards for the purpose of encouraging property owners to create an environment within the district that is activated, pedestrian friendly and rich with complementary uses. Where a MSCOD provision differs or conflicts with the other provisions of the zoning ordinance the MSCOD provision shall govern.

The MSCOD shall permit and encourage the coordinated development of mixed land uses and activities in a concentrated area which are intended to attract residents, visitors and employers to the area. Mixed use developments incorporating residential dwellings above activated ground floor uses are especially encouraged in order to increase the districts residential population and grow and stabilize the market to support the ground floor uses. Automotive – oriented uses (gas stations, car repair, drive through services) are expressly prohibited in the MSCOD. Special emphasis shall be placed on the street and sidewalk environment on the Main Street area of the district.

Section 8.7.20 Location

The MSCOD is indicated on the official Springfield ZONING MAP. This section contains general standards and design guidelines that apply to all locations where the MSCOD has been mapped. Except as provided for elsewhere in this Section 8.7, the dimensional and uses requirements of the underlying Zoning Districts shall also apply to locations within the MSCOD.

Section 8.7.30 Use Regulations

Within the MSCOD, the City encourages ground floor activation particularly along Main Street with retail, services, restaurant, entertainment and hotel uses that build on and

complement the casino district area and provide additional amenities to the surrounding area to attract new residents and employers to the district. The City Office of Planning & Economic Development (OPED) will review, assess, expedite and advance projects that meet this criteria.

8.7.31 ENCOURAGED USES: The following uses shall be strongly encouraged for redevelopment throughout the MSCOD and permitted with a Tier 1 Administrative Site Plan Review. The City's primary focus is on the activation of the ground floor areas along Main Street with pedestrian-oriented retail, restaurant, entertainment, services and related uses. The City will consider non-encouraged ground floor uses in areas off of Main Street.

- A. Ground floor retail uses which directly support enhanced tourism/visitor, entertainment, convention activities within the district;
- B. New commercial and residential uses above the ground floor;
- C. Ground floor mixed-use projects where 30% or more of the ground floor area is dedicated to retail, restaurant or entertainment component located at and visible from the front of the space facing the street per Section 8.7.57 (e.g. distillery/micro-brewery with bar/dining, optometrist office with eye glass sales floor, boutique food manufacturers with café/sales floor (bakery, chocolatier, etc.))
- D. Other ground floor pedestrian oriented uses and building functions that activate including building lobbies, common areas and amenity spaces, civic uses, libraries, museums, and public plazas.
- E. New multi-family residential uses above activated ground floors to attract new residents to this district and addressing housing opportunities for households currently underrepresented in the district;

8.7.32 NON-ENCOURAGED USES: when located on the ground floor, the following will minimally require a Tier 3 Planning Board Special Permit unless otherwise noted in Article 4, Table 4-4 as requiring a higher level of review and will be subject to the criteria of Section 12.3 and Section 8.7.6:

- A. All projects on Main Street with ground floor allowable uses per the underlying zoning but not conforming to the ENCOURAGED USES;

- B. All ground floor uses on Main Street within the district whose hours of operation do not promote the desired day and evening vitality of the district.

8.7.33 PROHIBITED USES: in addition to the applicable requirements and PROHIBITED USES of the underlying Zoning Districts, the following shall apply:

- A. New non-project related or standalone surface parking lots are prohibited along Main Street and elsewhere throughout the District unless publically owned or deemed essential as part of or supporting the desired land use in 8.7.41 and subject to standards in 8.7.50; Parking is encouraged to be incorporated within the structure or in adjacent central parking garages
- B. Motor vehicle repair/service and related uses
- C. Truck stop
- D. Temporary car storage lot
- E. Cemetery, Undertaken Establishment & Crematorium
- F. Light Industrial Uses / with disruptive waste, noise, or odor emissions
- G. Outdoor sales including Recreational Vehicles, boats & trailers
- H. Outdoor sales and storage of building materials
- I. Mobile Home, Mobile Home Park
- J. Dry Cleaning Processing

8.7.34 USES ABOVE THE GROUND FLOOR: All uses allowed by the underlying zoning that are not PROHIBITED USES, located above the ground floor, shall only require an Administrative Site Plan Review (Tier 1), unless otherwise noted in Article 4, Table 4-4 as requiring a higher level of review.

8.7.35 PARKING GARAGES: Any new freestanding, publicly-owned parking garage within the MSCOD shall be subject to third party review and Tier 2 review regardless of square footage area. Ground floor areas of Parking Garages fronting major district streets shall be activated with ENCOURAGED USES.

8.7.36 DEMOLITION: within the MSCOD, the City encourages the renovation and reuse of older or blighted historic structures where economically feasible; as such, the

partial or full demolition of any HISTORIC RESOURCE PROPERTIES, at the time of this ordinance approval, shall be subject to the following:

- A. No BUILDING PERMIT, with the exception of emergency demolitions or a court ordered demolition (as determined by the Building Commissioner), shall be granted for the demolition of any STRUCTURE(S) over one hundred (100) years old regulated by this section until a Tier 2 Site Plan Review approval is granted. The Site Plan Review shall follow the procedures outlined in Article 12, Section 12.3. Applications meeting all the submission requirements outlined in Section D below, as determined by the Office of Planning & Economic Development, shall move forward to Planning Board for a Site Plan Review.
- B. In issuing its determination as to whether or not to grant Site Plan Review approval, the Planning Board shall consider all the submissions requirements as well as the recommendation of the Office of Planning & Economic Development, with specific analysis of the impact of such demolition on the urban character, historic significance, built environment, vehicular and pedestrian access of the area as a whole as well as the proposed redevelopment plans including economic viability. Approval of the Planning Board shall be contingent on meeting all the submission requirements as listed below, as determined by OPED, and only if the applicant proves that renovation/reuse is not economically viable (via pro-forma), and that such demolition is deemed necessary and appropriate to eliminate ongoing blight and distress in the area caused by continued decline of any HISTORIC RESOURCE PROPERTY(S) with no economically viable reuse. Any new development in its place shall be generally consistent with the character of the surrounding area and contextual responsive to its architecture;
- C. Buildings over one hundred (100) years old shall also be subject to City Ordinance, Chapter 218 (Preservation of Historically Significant Buildings);
- D. In addition to the submission requirement's outline in Article 12, approval of a Site Plan Review under this section must also include the following submission requirements:
 - 1. Development of a financial pro-forma analysis and due diligence reports proving reuse unviability including but not limited to:

- a) Building conditions assessment (architectural, structural, building systems, code compliance, etc.)
 - b) Historical assessment
 - c) Assessment of reuse scenarios and market viability
 - d) Magnitude costs for reuse and redevelopment scenarios
 - e) Comparative economic analysis and financial proformas of reuse and redevelopment scenarios
- 2. Full set of detailed conceptual drawings for new building(s) that address issues such as height, bulk, massing and preliminary material details including but not limited to:
 - a) Conceptual floor plans showing general size/areas, layout of use(s), primary entry/egress points, and general circulation;
 - b) Conceptual elevations showing floor heights, fenestration particularly ground floor storefront glass, entry/doorways, loading/service, and conceptual architectural character / articulation and materials suggestions; primary Street elevations must show adjacent buildings for contextual comparison and cohesiveness;
 - c) Conceptual renderings, photo montage, computer model views or other graphic method illustrating current condition and proposed new building for height, three dimensional bulk/massing, relationship/response to adjacent buildings and preservation and enhancement of street frontage.
- 3. Summary of preliminary program use(s), anticipated mix of tenants including how they contribute to the district goals and character;
 - a) Preliminary program matrix summarizing uses, sizes and distribution of uses by floor;
 - b) Written summary of target uses and tenant types including how uses contribute to ground floor activation, street life, and district cohesiveness.
- 4. Proposed Sources and Uses plan including;

- a) Preliminary sources and uses schedule;
- b) Summary explanation of sources and uses including any subsidies if required and plan to secure
- c) Identification of any initial interest from or relationships with lending sources/institutions for funding viability

8.7.37 NEW CONSTRUCTION TIERED REVIEW THRESHOLDS

- A. New STRUCTURES, with a FLOOR AREA less than 150,000 square feet shall require an Administrative Site Plan Review (Tier 1).
- B. New STRUCTURES, with a Floor Area of more than 150,000 and up to 200,000 square feet shall require a Planning Board Site Plan Review (Tier 2).
- C. New STRUCTURES with a Floor Area of more than 200,000 square feet shall require a City Council Special Permit Review.

Section 8.7.40 General Design Standards

In order to enhance continuity of this area the overlay advances solid urban design principals that seek to activate major streets through contextual, complementary and pedestrian friendly development. As such, the following general design standards shall apply to all uses and/or structures, new or renovated, located within the MSCOD:

8.7.41 Building Orientation

New or renovated structures shall orient primary use(s) toward major streets through location of main entrances and storefront glass/visibility along FRONT LOT LINE:

- A. Main Entrance:
 - 1. At least one (1) primary entrance of the PRINCIPAL STRUCTURE shall face the FRONT LOT LINE and remain accessible to the public during all hours of operation. When there is more than one (1) FRONT LOT LINE, the entrance may face either the FRONT LOT LINE or diagonally towards the corner.
 - 2. Buildings situated on corner lots are encouraged to take advantage of their prominent locations with angled or rounded corner entrances either on or

close to the corner as possible. Buildings located on corner lots shall be built out to both fronting property lines.

3. The front doors of new buildings shall reflect the scale, placement, and proportions of traditional downtown buildings; recessed entrances are encouraged.
4. Doors and entryways of buildings shall be compatible with the overall style and character of the façade.

B. Ground Floor Treatment:

1. Facades facing a STREET shall reactivate existing transparent storefronts where feasible or in new construction promote visibility into a majority of the business through the use of glass storefronts or transparent material along primary frontages. Ground floor windows can be used for displays; however business owners shall allow full and unobstructed views into their businesses. Completely obstructing windows from the interior of a building with shelving, display cases, signage or other objects is not permitted; instead low or pass through displays should be designed.
2. No reflective sheeting, glass block or other window blocking techniques shall be permitted.
3. The use of exterior roll-down or folding security gates on primary facades is prohibited.
4. The use of awnings, canopies, blade banners and accent lighting generally consistent with Main Street and the Casino Overlay district is encouraged.
5. Window signage and graphics will be allowed but must ensure open visibility and activation per requirements of Section 8.7.55.

8.7.42 Building Setback

- A. New BUILDINGS shall be setback equal to the adjacent structure(s) but in no case shall be more than ten (10) feet from the FRONT LOT LINE, except that a deeper setback of not more than twenty five (25) feet for no more than fifty percent (50%) of the total building frontage may be allowed for a forecourt or courtyard for pedestrian use when a paved terrace and/or outdoor seating is provided. Parking is not permitted in any forecourt or courtyard.

8.7.43 Building Massing

- A. New development within the MSCOD should be contextually responsive to the heights of adjacent buildings and overall frontage within three hundred (300) feet of any new structure. There is a need to provide a visual transition between varying heights to contribute to a pleasant overall rhythm of the commercial frontage and avoid extreme differences in heights between buildings.
- B. New BUILDINGS located within the MSCOD shall be designed for consistency in overall massing and alignment with adjacent building base/ground floors, and upper floors, dominant datum, cornice and roof lines where possible.

8.7.44 Parking

On street parking is highly encouraged on all streets in the district that can reasonably accommodate it. To discourage off-street parking as a default or primary use of land particularly along major streets that diminishes the corridor continuity and street vitality:

- A. All OFF-STREET PARKING areas shall be located within, behind or to the side of the PRINCIPAL STRUCTURE located on the LOT.
- B. Parking shall not be located closer to the FRONT LOT LINE than the front BUILDING LINE of the PRINCIPAL STRUCTURE and be partially screened from any STREET through landscaping, knee walls and/or ornamental fencing.
- C. Parking requirements for Residential Uses shall be one (1) space per dwelling unit, and zero (0) spaces for Residential Uses within 1,500' of publicly available parking structures.

8.7.45 Signage

Any and all signage located in the MSCOD shall require an Administrative Site Plan Review (Tier 1). New Signage will be assessed as to how it responds to and enhances the overall retail and entertainment district character with particular emphasis on how it contextually matches with signage and character established by the adjacent casino district on the Street on which it resides. As part of the sign approval process a detailed sign plan must be submitted which includes:

- A. Descriptions, dimensions and overall size(s) of all proposed signs;

- B. Building elevations indicating location of all proposed signage, including any directional signage;
- C. Materials of all proposed signage;
- D. Type(s) of illumination;
- E. Signage shall also be required to:
 - 1. Generally be in similar character and size to surrounding signage located within the Casino Overlay District and particularly responsive to the signage of the immediate surrounding casino properties (e.g. along Main Street);
 - 2. Be complementary to the character, size and architectural elements of the building(s) as well as surrounding buildings;
 - 3. Allow any individual retail storefront uses at least the maximum signage allowed by Article 9 to showcase and advertise their individual business and operations, in addition to any specialty signage and lighting elements which are subject to discretionary approval for conformity;
 - 4. Signs specifically located on HISTORIC RESOURCE PROPERTIES shall be in keeping with the character, size and architectural elements of the building;
 - 5. Window signage in the form of graphics, text, logos, taglines, screening, and/or other forms of information within the glass area is permitted but shall not occupy more than twenty five percent (25%) of the glass area with the remaining glass area unobstructed to allow visibility into the space.

8.7.46 Prohibited Signage

- A. Wall mounted internally illuminated cabinet/box signs as primary signage; in keeping the district character, individual channel “lettersets” are encouraged;
- B. Internally illuminated and/or backlit awning/canopies.

- C. Awning/canopies made from material other than durable cloth or other approved natural looking material;
- D. Non tenant logo, name, or branded accessory signs behind the glass
- E. Tenant promotional signage within the public right-of-way.

8.7.47 Additional Standards

- A. If the proposed project includes a mix of uses, such as retail, restaurant, service, light manufacturing (e.g. distillery, bakery, chocolatier), general office space, private offices, reception areas, employee work areas, or residential community spaces, any proposed active retail merchandise area, bar/tasting areas, or restaurant dining shall be concentrated and located in an area clearly visible from STREET.
- B. Such retail, dining, and/or entertainment spaces, within mixed use projects, shall maintain typical and customary hours of operation, generally consistent with the casino district.

Table 8-2 Dimensional and Intensity Regulations	
	Main Street & Convention Overlay
Lot Area, minimum square feet	No Regulation
Lot Frontage , minimum (feet)	No Regulation
Lot Width , minimum (feet)	No Regulation
Front Yard (feet)	
Minimum	0
Maximum	10' or 25' for max 50% building frontage when for pedestrian forecourt/courtyard
Side Yard, minimum (feet)	0
Rear Yard, minimum (feet)	0
Building Height	
Feet, maximum	400
Building Coverage, maximum	100%
Maximum Residential Density (Dwelling Units Per Acre)	150
Parking	
Residential	1 space per dwelling unit, unless within 1,500 feet of a publicly available parking structure
All other uses	Per the requirements outlined in Article 7

Section 8.7.50 Review Standards

In addition to the criteria outlined in Article 12, Site Plan Reviews and Special Permits within the MSCOD shall also be subject to the following review criteria:

- 8.7.51** The proposed use at the proposed location will encourage, facilitate and enhance the continuity, concentration and character of the MSCOD in a manner consistent with objectives outlined in Section 8.7.31 and other regulations and standards of the overlay.

- 8.7.52 The proposed use does not adversely affect neighboring properties, uses and desired character of the MSCOD and is not detrimental to other uses on the same block/corridor.
- 8.7.53 The block frontage on which the proposed use resides already includes at least eighty percent (80%) majority of ENCOURAGED USES thereby achieving the desired objective of the MSCOD.
- 8.7.54 The location of the proposed use along a block frontage shall provide for a minimum interruption in the existing and potential continuity and concentration of the retail uses along the block's frontage.
- 8.7.55 The proposed use at the proposed location will provide for display windows, facades, signage and lighting consistent with the standards set forth herein.
- 8.7.56 Full or partial demolition of any HISTORIC RESOURCE PROPERTY(S) shall be granted only if determined as per Section 8.7.45 that such demolition is deemed necessary and appropriate to eliminate ongoing blight and distress in the MSCOD area caused by continued decline of HISTORIC RESOURCE PROPERTY(S) with no economically viable reuse; and that any new development in its place shall be generally consistent with the character of the surrounding area and contextual responsive to its architecture;

Section 8.7.60 Overlay Permit Process and Requirements

- A. All projects within the MSCOD shall require an initial review of the City to ensure project compliance with the provisions of the overlay. In addition to the submission requirement's outline in Article 12, applicants seeking approval of projects within the MSCOD shall also include requirements outlined in Section 8.7.45.D, items 2 through 4.
- B. All projects meeting the MSCOD objectives as put forward herein will be expedited through a Tier 1 Administrative Site Plan review process.
- C. Projects within the MSCOD and on Main Street with underlying allowable uses on the ground floor other than Encouraged Uses shall require Tier 3 Planning Board Planning Board Special Permit or unless otherwise noted in Article 4, Table 4-4 as requiring a higher level of review and subject to Section 8.7.42 and Article 12.

- D. Approved Projects within the MSCOD advancing to Building Permit shall simultaneously submit final Project Documents to OPED for compliance review to approved conceptual package; through the course of design advancement and before submittal for Building Permit, any material change(s) to the approved conceptual design in scope, size, massing, program, and/or ground floor use configuration must be documented by the applicant's Architect/Engineer team and resubmitted to OPED for approval, not to be unreasonably withheld.
- E. Permit Filing: Permit Fees for applicants who file for building permits for approved projects within six (6) months from the date of approval shall be waived.

THE IMPLEMENTATION BLUEPRINT

MASTER DEVELOPMENT PLAN: PHASE ONE INITIATIVES

B. Downtown Springfield Implementation Blueprint Incentives Assessment & Strategy Memorandum

MEMORANDUM (DRAFT)

TO: Tim Brangle
The Chicago Consultants Studio, Inc.

FROM: Craig Seymour
RKG Associates, Inc.

DATE: December 14, 2020

SUBJECT: Downtown Springfield Implementation Blueprint Priority Phase
Incentives Assessment & Strategy

Introduction

RKG Associates, Inc. (RKG) was engaged by Chicago Consultants Studio (CCS) under its contract with the City of Springfield, MA to help advance the near-term priority phase of the City's Implementation Blueprint initiative. As part of CCS' and the City's master development strategy, RKG will evaluate potential redevelopment incentives and related strategies that can be used to attract private investment and leverage public spending in Springfield's downtown casino/convention center district.

The information presented here builds on previous work by Westmass Area Development Corporation¹ (Westmass) by providing a framework for implementation of redevelopment activities in light of immediate opportunities facing the city. The remainder of this memo organizes and focuses the information regarding various financial incentives on the logical sequence of the development process for the district, various parcels in the downtown core and the practical application of incentives across those needs. These include the current Planning stage, followed by Infrastructure (or Horizontal Development), Vertical Development, and Occupancy. The various incentives cited in the Westmass report are generally applicable only within a particular development stage, allowing for an analysis of incentive programs as they may apply within each stage and over a development timescale ranging from the immediate (Planning stage) to the longer term of 5-10 years in the future (Occupancy stage). There will no doubt be overlap between stages as specific projects may be planned and carried out at different times over the next several years and incentives may apply at different points in time.

The various stages include:

¹ City of Springfield, Downtown Development Incentives and Resources (Draft)

- 1) **Planning** phase, incentive programs are available to the City (directly or through its Redevelopment Authority) for pre-development activities needed to attract private investment capital on a district-wide basis or for individual projects.
- 2) **Infrastructure** phase, incentives focus on construction of public and/or private roads, utilities, public realm/streetscape/parks, and other projects that indirectly support redevelopment.
- 3) **Vertical Development** phase, incentives are aimed primarily to leverage private development capital in specific projects.
- 4) **Occupancy** phase, incentives directly benefit tenants or end users.

Other incentives may apply to individual tenants, or to public or private supporting services, and vary in what assistance they provide. These may include state or federal actions that are not specific to downtown Springfield (such as changes in tax regulations or transit funding), or which apply to a broader class of individuals or entities that are represented in the downtown core but are not exclusive to that location (for example local, state or federal MBE requirements for construction projects). Once identified and defined, these other incentives may be applicable to one or more specific stages.

The **Implementation Blueprint** has established an overall priority zone focused on the area of critical need immediately surrounding the Mass Mutual convention center and MGM Springfield anchors.² Within in this zone, the City/CCS have identified four separate but overlapping Downtown Development Focus Areas for redevelopment, which include:

- A. **The Main Street Corridor**
This includes a variety of underutilized buildings and parcels fronting Main Street, including three properties in foreclosure that the City is evaluating for possible control/acquisition. A physical evaluation and financial feasibility analysis of each building has been completed³.
- B. **Court Square Redevelopment**
Projects in this area include redevelopment of 13-31 Elm St into market rate residential and the possible reuse of Old First Church and related public realm improvements to reactive this important downtown civic space.
- C. **Mass Mutual Convention Center Complex**
This effort includes a variety of projects to solve for the convention center's deficiencies including a replacement parking structure to serve the center, potential additional meeting space as well as future convention hotel and/or related lodging immediately adjacent to and directly serving the center itself.
- D. **Willow Street Redevelopment**
This area a block east of Main Street includes near term streetscape/landscape enhancements to improve aesthetics and connectivity, a potential future central

² Implementation Blueprint Priority Plan Excerpts (January 2020)

³ Caolo & Bieniek Associates, Inc. et al; Oct. 7, 2020 Revised

parking structure to serve the area development and corresponding higher utilization of existing surface parking lots for future residential/mixed use development.

This memo provides an assessment of the overall district and potential incentives that would benefit and enhance the whole, followed by more detailed exploration for the identified individual zones, and finally specific incentives to address the near-term efforts around specific projects, beginning with the foreclosed blocks. As there is clear overlap and similarities between the various districts and projects, RKG proposes advancing a range of strategies that can be implemented in parallel.

Planning Phase Incentives

District Wide / Subzones A, B, C, D

As the City continues its proactive due diligence and pre-development efforts in the Main Street and Convention Overlay District, there are a number of funding mechanisms and programs that could be leveraged to assist their immediate planning, assessment, infrastructure and control/acquisition efforts as well as put in place ongoing sources of funds that can be throughout the life of the redevelopment, anticipated to cover the next 15 to 20 years.

These may include:

- Continued Funding provided by the Massachusetts Gaming Commission (MGC) - through the Mitigation Grant program; the 2021 Grant program was recently announced and offers a range of grants that could be utilized; these include Specific Impact Mitigation Grants of up to \$500,000 to address negative impacts from the casino, which could be pursued again to continue to fund the City's stabilization, redevelopment, and implementation efforts; Community Planning Grants of up to \$100,000; Transportation Planning Grants of up to \$200,000 or even Transportation Construction Grant of up to \$1,000,000 which could potentially fund future specific district infrastructure, utility, and corridor improvements.
 - *Using these funds on a short-term basis to help fill the financing "gap" on the redevelopment of one of the Foreclosure properties, may qualify as "specific impact mitigation", especially if it can be set up as an unsecured loan which can be reinvested in future downtown projects.*
- Community Development Fund, as established in the Host Community Agreement to assist the City with advancing the redevelopment efforts of the Implementation Blueprint and Main Street/Convention Center Overlay District with annual payments of \$2.5 million; the fund currently has approximately \$_____ dollars which can be applied across a range of goals and objectives stipulated in the HCA

Exhibit F. Of the seven uses for these funds stipulated in the agreement, the last “betterment of City and its residents” is the most applicable to the downtown redevelopment strategy.

- Federal funding from the Department of Housing and Urban Development (HUD) or the Economic Development Administration (EDA), such as from the EAA Cares Act or other programs. The EAA Cares Act offers various funding mechanisms for communities and businesses impacted by the Covid-a9 pandemic and may be applicable. RKG agrees with the City’s ongoing outreach to the EDA and pursuit of these funds.
- State provided funding from programs such as District Improvement Financing (DIF) which once established can be a source for predevelopment efforts including planning, infrastructure, acquisition, relocation, and other development-related expenses. The amount of funding is directly related to the potential increased tax valuation generated by new development once a district is formed. Over the life of the DIF, which is up to 30 years in MA, these districts can generate substantial incremental revenues which can be utilized in the Infrastructure phase for debt service on City-issued bonds for use in a variety of projects. By way of example, in downtown Quincy MA, the DIF now generates over \$2 million annually which is being used to support over \$60 million in bonded debt, and has been key to funding the planning and construction of public infrastructure improvements, include a new parking garage
- Smart Growth (Chapter 40R) program funding may be available to provide upfront funding up to \$600,000 to the City for specific projects (see next section for more detail).
- Massachusetts Convention Center Authority (MCCA) for facilities or tourism planning. Given the importance of the Mass Mutual Center and Arena as a major anchor and economic engine for the District, as well as their current needs, there may be funding available through this state agency, particularly for development concepts that help expand the MMC’s ability to better meet market needs, such as additional break-out meeting space and supporting hotel accommodations.

Strategic Recommendation:

With the City’s pressing need to evaluate the foreclosure properties to catalyze redevelopment in Main Street Corridor, the following incentive programs should be considered as immediate targets for evaluation and implementation.

- HUD Section 108 Loan Guarantee – an application to HUD by the Springfield Redevelopment Authority⁴ is in-process with the objective of providing \$5 million in seed money for control/acquisition of critical properties within the district. The monies will be treated as a long-term loan to the City and will be repaid from resale of the

⁴ It is assumed that the Springfield Redevelopment Authority is authorized under M.G.L. 121A-B and HUD to serve as the City’s investment arm and that it’s area of jurisdiction includes the Downtown District.

assets or from other sources. RKG concurs that this is an excellent starting point to secure important languishing properties, facilitate redevelopment of downtown and to catalyze more private investment.

- *The City should use this funding to acquire control of the foreclosure properties on Main Street, and instituting a developer solicitation process to find a qualified private partner.*
- District Improvement Financing (DIF) – A DIF program should be immediately instituted for an area that minimally encompasses and likely exceeds the current proposed overlay district. Mass General Laws Chapter 40Q allows a municipality to set up a program in which new incremental property taxes within a defined redevelopment district can be earmarked for funding public infrastructure improvements or other investments needed to support and catalyze new growth. The estimated future incremental taxes are typically used to support debt service thereby allowing larger up-front investments. DIF revenues do not impact current General Fund property tax revenues (the baseline). All or a portion of the incremental DIF revenues can be used for property acquisition and improvements, public infrastructure including parking facilities and for administrative costs related to the DIF District. The creation and operation of a DIF program is approved and undertaken solely by the municipality (through the City Council) and does not require approval or review by state agencies under a 2015 amendment to the 40Q regulations.
 - *Setting up the DIF requires a Plan that defines the District where taxes will be collected from and where they will be invested in, anticipated uses of the DIF funds, and a financial forecast of incremental tax revenues, approved by the City Council after at least one public hearing. The DIF District and Plan can be changed as needed following the same process.*
 - *A quick analysis of the 2 blocks bounded by Main, State, Willow and Park streets indicates the total current assessed value of the 12 parcels is \$9,573,500. If these could be assembled into a single “super block” and redeveloped with 400,000 SF of new mixed-use at an average of \$150 psf, the incremental assessed value would be approximately \$50 million and generate nearly \$2 million in DIF revenues, which could support \$25 million in bonded debt. As the plan and program potentials advances, RKG can refine these projection to help support and validate the need and pursuit of the DIF district.*
- Smart Growth Program (Chapter 40R) – this state sanctioned program allows a municipality to identify a development district and create overlay zoning to permit higher density, mixed use development, often in concert with public transit services. When approved by the state (DHCD), the municipality is eligible for incentive payments of up to \$600,000 (depending on the number of additional units permitted over and above what is allowed by the underlying zoning) and \$3,000 per new housing unit developed. The 40R funds can only be used for capital projects within the

district. In addition, priority treatment is provided for other state incentives. The 40R District can coincide with or be a subset of a DIF District or other overlay or development districts. 40R includes a 20% affordability requirement for any new housing created. The applicability of 40R to the downtown development district should be evaluated to determine when and if funding is still available from the state and if the downtown area qualifies.

- *The Springfield zoning ordinance indicates that in Area A (and much of the remaining downtown zone) are primarily Business B and Business C, both of which allow for dense residential development. Therefore, the benefit of establishing a 40R district may preclude significant incentive payments, but might still include the \$3,000 per unit payments for new housing with at least 20% affordability.*
- MGM Host Community Agreement (Community Development Fund) and Mass. Gaming Tax Economic Development Fund — The City should immediately investigate the availability and applicability of these potential funding sources to help enable the redevelopment of the Main Street Block and/or enhance the attractiveness of downtown Springfield to investors and developers. This might include direct investment along with the HUD and DIF funds, or funding for infrastructure improvements, once identified (see next section).
- EDA Cares Act – the federal Economic Development Administration recently announced funding through the [Coronavirus Aid, Relief, and Economic Security Act](#) for community-based planning and technical assistance. Because of the pandemic's impact on urban living and working patterns, this funding could support on-going revitalization efforts in the downtown District, including on-going strategic planning work and possible augmentation of the HUD Section 108 loan for acquisition and development of specific projects.
 - *As mentioned above, RKG agrees with the City's ongoing outreach to the EDA and pursuit of these EAA Cares Act funds for the ongoing planning efforts around recovery and revitalization.*

2. Infrastructure Phase Incentives

The various programs pursued and established in the Planning phase (DIF, EDA, MGC, MCCA and 40R programs) can carry over to also provide funding for specific public projects identified in the planning phase. The City can begin to activate and enhance the Downtown District by making key public improvements (including demolition) and, in conjunction with the HUD 108 funds, acquire certain properties to facilitate redevelopment. These projects can be done by the City serving as the developer itself, or by partnering with one or more private developers to leverage private equity and debt funding. Once specific projects and needs are identified, this can be augmented by MassWorks grants including - for supporting infrastructure such as local street access,

lighting and traffic control, pocket parks and greenspace, and the construction of public parking facilities

As the master development plan advances and district wide public improvement projects are identified, these programs can be utilized to improve the underlying infrastructure, access, and public amenities which in turn can help attract development partners and investment. Based on the City's planning to date, specific improvements are likely to include:

- Area wide streetscape / landscape enhancements to better identify and delineate the downtown district, build on the character and quality of the MGM Springfield campus into the surrounding area, and create a unique destination development district;
- Public infrastructure including utility upgrades and utility enhancements not completed under the MGM project but necessary to support envisioned higher density mixed-use development that will help attract investment in specific projects by sharing the cost of infrastructure that benefits both the project and the City in general.
- Public parking, in the form of one or more centrally located public structures to allow consolidated, proximate parking to the redevelopment areas, as well as potentially free up underutilized land currently serving as individual surface lots.
- Public amenity / park improvements including Court Square reactivation or the inclusion of smaller "pocket parks" in the zone.

Timing of the infrastructure requirements and potential funding sources is critical so that construction can be started and completed prior to the vertical development of individual redevelopment projects. For example, if MassWorks is seen as a potential funding source for a particular infrastructure project, this must be planned well in advance as these grants must be applied for and competed for on an annual funding basis.

Another potential incentive not described in the Westmass report is the Infrastructure Investment Incentive program, or I-Cubed, which provides grants from the state for public infrastructure investments leading to or supporting new job and new sales tax growth. A specific user (or users) must be identified, and only certain types of employment qualifies towards the amount of funding available. Fund levels are based on the forecast number of *net new* jobs and *net new* sales taxes that are not displace from other locations in the Commonwealth.

Strategic Recommendations:

- *Identify specific infrastructure projects that will benefit/support redevelopment in the downtown district, estimate order-of-magnitude costs and timing, develop a funding strategy, and begin reach-out to funding sources.*

3. Vertical Development

Once specific projects and a qualified development entity are identified, a range of other potential incentives can be used to assist the revitalization/redevelopment process. These are listed and explained in the Westmass report and are focused on individual projects. However, it should be pointed out that some of these programs involve property tax abatements or reductions for individual properties that may reduce the amount of incremental revenues available through DIF, should that program be implemented to fund planning phase needs (such as shared parking facilities or property acquisitions). In summary these include:

- HDIP (Housing Development Incentive Program) provides local and state tax abatements;
- TDI Equity (MassDevelopment) provides financing and assistance for individual projects;
- TIF (Tax Increment Financing) – locally approved tax property tax abatements;
- Chapter 121A – provides for tax payment contracts (that may differ from traditional ad valorem tax payments) for projects within the City's Urban Renewal area;
- EDA Revolving Loan Funds –funding for individual projects funneled through the City;
- CDBG - funds can be used for individual projects or various assistance programs;
- Opportunity Zone – feasible projects within designated areas may attract low-cost equity capital;
- Historic Tax Credits – apply to certain improvements on qualified buildings, provides substitute equity capital to the developer;
- Low Income Housing Tax Credits – reduces developer's equity costs for projects that include 20% affordable housing.

While these various programs and sources differ in how (and if) they can be applied to a specific project, they can be summarized as follows:

- Tax Credits (OZ, HTC, LIHTC)– these programs provide the developer, or more likely investors in a project, the ability to lower their tax liability by purchasing credits through investment in a qualified project. Because of this benefit, investors are willing to fund up-front development costs with equity, thus making more capital available to the developer and/or lowering the cost of that capital. These savings in turn can be used to improve the financial feasibility of a project. Over half of the new Main St/Convention Center overlay district lies within an

opportunity zone. This includes the Metro Center area of downtown with a southern border at MGM Way/Stockbridge Street and encompasses the important Convention Center, Court Square and State and Main Street corner area of the plan.

- Tax Benefits (HDIP, TIF, 121A) – these programs reduce (or postpone) tax payments on property, thereby saving money to the developer and improving the financial feasibility of a project.
- Grants and Loans – these programs substitute federal, state or local dollars for private investment in a project, thereby lowering costs and increasing returns.

Strategic Recommendations:

As potential development projects are brought forward by the private sector, a range of incentives can be tailored to specific uses including the likely and desired increases in retail/restaurant, lodging, and residential product. Projects such as the foreclosed blocks are contemplating new reuse scenarios that would likely pair residential over retail.

Specific to the foreclosed blocks and the “funding gap” identified in the CBA and Appleton assessments, RKG suggests that the City assist interested developer pursue the use of HDIP, Historic Tax Credits, Opportunity Zone and other funding sources which in combination will improve viability of the project. These sources are very project specific but in general help to reduce project costs to the developer by enhancing access to private equity investment or providing additional financial leverage. These cost savings, especially when combined with other funding sources or services, can often make an otherwise infeasible project financially viable.

- *As other district wide and sub zone projects are defined and the planning, programming and economics advance for each, RKG can assess and prepare specific strategies to leverage the available grants and sources detailed herein to improve viability, mitigate risks, and attract development / investment.*

4. Occupancy Incentives

There are other incentive programs available to owners, developers, tenants and other users of space within redeveloped buildings in the Downtown District which are also described in the Westmass report. These are applicable once a building is stabilized and occupied. These incentives are typically later phase and smaller dollar amounts which are important to Developers to improve future marketability and tenant draw, as well as for retail and office tenants of buildings, but are less significant to the initial project viability. The City should serve as the central coordinator for information pertaining to available programs, and work with Developer/investors to facilitate federal, state, and local incentives to future tenants.

Strategic Recommendations:

The City should maintain a “resource room” that has complete and up-to-date information on any incentive programs applicable to end users, along with contacts, requirements and other needed information that applicants can utilize as a “one stop shop” during the development and occupancy stages of development.

Summary Near Term Strategic Recommendations

The following key recommendations are focused on short-term actions by the City to initiate an incentives strategy for implementation of the Blueprint:

1. Move ahead with plans to acquire control of the so-called Foreclosure Properties using the HUD 108 Loan augmented by other grant sources such as those related to the MGM Casino. These properties allow the City to be “in the game” and serve as a catalyst for encouraging more private investment in the downtown built environment.
2. Begin the process to set up a DIF District and program for the downtown, with the goal of having it in place within 6 months. The District boundaries should extend beyond the immediate casino/convention center area in order to capture incremental growth in assessed values that result from the initial catalytic projects.
3. Continue to seek additional funding from EDA, MGC Community Mitigation Fund and others for acquisition and stabilization of buildings in the core downtown area.

THE IMPLEMENTATION BLUEPRINT

MASTER DEVELOPMENT PLAN: PHASE ONE INITIATIVES

C. Springfield Convention Center Situation Analysis, Feb 2020



Springfield Convention Center Situation Analysis

Springfield, Massachusetts

Prepared for:
The Chicago Consultants Studio, Inc

February 2020

Prepared by:
The Innovation Group
817 South Main Street
Las Vegas, NV 89101
702-852-1150
www.theinnovationgroup.com

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Springfield Convention Center Situation Analysis

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EXECUTIVE SUMMARY

The City of Springfield (City) through their consultant The Chicago Consultants Studio, Inc (CCS) retained the Innovation Group to assess current performance and market position of the MassMutual Center, a multipurpose arena and convention center in Springfield, Massachusetts, in order to help the City better compete in the regional convention/meeting market now that MGM Springfield has opened. The MassMutual Center consists of an arena, convention center, and ballroom, and it hosts a variety of events – concerts, conventions, meetings, and the MMC is even home to a minor league hockey team. The Innovation Group’s assessment will be used to help guide strategic planning and future market research. These efforts are part of a broader plan by the City that seeks not only the strengthening of downtown Springfield, but regional economic growth being driven by the new MGM development. One element of this plan is to support the growth of Springfield into the center of the region’s meeting, convention, and entertainment business, the multiplier effects of which will provide significant economic benefit to the City and surrounding area.

In this memorandum, we describe the national and regional convention and events market, and we provide context into how the MassMutual Center is performing relative to regional comparables and also draw comparisons to nationwide comparables that are casino-adjacent. We also look at the MMC’s performance trends.

Key findings from our assessment are below.

Overall

- Based on comparisons with nearby competitive facilities, we believe there is potential for the MMC to increase its share within the regional convention market through addressing physical deficiencies, a robust focus on marketing, and fully leveraging its proximity to the MGM Springfield Casino
- The downtown location and unique paradigm of the casino with direct adjacency to both the MMC and other destination attractions provides a compelling competitive advantage which centers such as the CTCC in Hartford cannot directly leverage. Hartford, however, has continued to market the destination attractions of the Springfield area while capturing more than its regional share of business.
- We recommend that the City conduct a broader assessment of how to leverage the \$1B investment in MGM Springfield to enhance MMC’s position in the convention marketplace. We believe based on the preliminary analysis in this report that - with further research and strategic planning - Springfield has an opportunity to establish a lead position in the New England regional convention and meeting business.

We provide additional summary findings below, separated into competitive/performance considerations and potential deficiencies. We conclude this summary with a list of areas of further research.

Market / Competition / Performance

- The regional market extends approximately a two-hour drive from Springfield, with several regional competitors including Hartford, Providence, and Albany. The closest

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comparable competitor is the Connecticut Convention Center (CTCC) in Hartford, CT, less than a 30-minute drive away

- MMC (100,000 sqft) vastly underperforms the Connecticut Convention Center (225,000 sqft) on a gross revenue and a gross revenue per sqft basis, and the CTCC is considering improvements which could widen the gap
- MMC convention business generated 5,646 room nights in FY19 while CTCC booked more than five times as many, with 31,000 hotel room nights attributed to convention visitation
- MMC hosted 238 events last year, while CTCC executed 161 events last year and outperformed MMC on a revenue and revenue per sqft basis. The Rhode Island Convention Center (RICC) in Providence consistently hosts more than 250 events annually
- Competition continues to advance, expand, and reposition
 - Mohegan opened a 240,000 sqft arena which has gained from Hartford in major events and trade shows (e.g. auto show), changing the market in Hartford
 - Hartford has seen a shift to smaller, more regional events, more aligned with MMC but is planning updates and improvements to better attract trade shows – in a recent internal deck, Hartford doesn't even mention Springfield as competition
 - Hartford viewed as underperforming and now developing a 15-year plan to boost its profile as a vibrant attraction and economic driver, by targeting services and amenities now expected by convention and conference attendees.
 - Casinos cited as “worrisome” to Hartford, in that casinos can offer new attractions all under one roof
- Since MGM Springfield's opening, MMC has seen strong revenue growth – gross operating revenues grew from \$4.2m in FY18 to \$5.2m in FY19, and MMC had its 5 largest ever arena events: four Aerosmith concerts and a concert by Cher
- However, MMC has seen high operating expense growth, especially payroll in revenue-producing departments. Overall operating profit is down nearly \$300k versus FY18, despite the strong topline growth

Potential Issues / Deficiencies

- MMC has various physical deficiencies that impact performance
 - Five breakout spaces totaling 8,400 sqft. By comparison, the Connecticut Convention Center (CTCC) has 14 breakout rooms totaling 25,000 sqft, and Albany Capital Center (ACC) has 6 breakout rooms totaling 9,200 sqft despite being a convention center half the size of MMC
 - Lack of attached convention/conference hotel. The MMC has several walking-distance hotel options totaling ~1,500 rooms, but competitive convention centers market attached business-oriented hotels. The CTCC has a 409-room Marriott attached and 1,800+ rooms walkable. The Rhode Island Convention Center (RICC) is attached to the 564-room Omni Providence with a total of 2300+ rooms walkable. The ACC is connected to the Renaissance Albany, a 204-room hotel
 - Lack of attached parking
- Downtown Springfield, the walkable area surrounding MMC, lacks some of the amenities important to conference-goers: a vibrant restaurant scene, brewpubs, coffee and shops. While these exist in the broader Springfield market and while MGM Springfield

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has expanded the market offerings within the casino, the downtown area would benefit from a wider array and diversity of amenities, food and beverage, and entertainment.

- The Greater Springfield CVB (GSCVB) budget – 5 staffers and around \$1 million – is quite small, which may present upside. Hartford is considering developing a CVB, and Providence’s has a budget of \$4m and a staff of more than 20. The GSCVB currently provides only 2-3 convention leads per month to the MMC
- Marketing and branding are limited as a result of the relative size of the CVB
- With MGM Springfield falling short of revenue expectations and in increasingly competitive convention and casino environments, we expect that there is synergy from an increased focus on partnership and packaging of the two entities as key anchors in downtown, particularly given the immediate adjacencies and potential linkages between the two

Capabilities / Areas of Study

Based on the above, we believe that, along with the many indicators that the MMC is a well-run property, there remains ample opportunity for the MassMutual Center to grow and capture the regional events market and also to greatly improve market share in the meetings and events business by aligning offerings, marketing, and management, in turn drawing more regional business to Springfield. Given Springfield’s many attractions including the new Casino district, NBA Hall of Fame, Dr Seuss National Memorial Sculpture Garden, and other enhancements to downtown, the MassMutual Center should be able to gain competitive advantage.

In support of this, we recommend further detailed study to assess:

- Target markets for attracting additional meetings and conventions to the MMC
- Structure and effectiveness of sales, budget, and outreach
- Marketing plan, branding and outreach strategies
- A range of new incentives, assistance, and offerings to enhance convention packages
- Coordination and interface with MGM to market casino and convention together (including leveraging MGM commitment to underwrite major events at MMC/Symphony Center)
- The strength of the hotel market in Springfield, including local hotel supply/demand and would-be revenue impact of additional (attached or nearby) room supply
- Suitability of the physical plant and layout of MMC for satisfying meeting, convention, expo, and SMERF demand; constraints and deficiencies
- Plan for expansion/enhancements to align physical plant with competition and broader market potential (including breakout meeting space, additional storage, ground floor activation, etc.)
- Alternatives for new, proximate, connected hotel/lodging and parking facilities and/or connections to existing
- Enhanced physical linkages and programmatic overlap and collaboration with MGM, as well as surrounding area economic development (restaurants, retail, attractions beyond just MGM) to attract and serve broader convention market
- Impacts of various regional infrastructure improvements, including expanded service and connection to Westover Airport

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INTRODUCTION

The Chicago Consultants Studio, Inc has retained the Innovation Group to assess the current performance and market position of the MassMutual Center, a multipurpose arena and convention center in Springfield, Massachusetts. The Innovation Group understands that GSCVB is looking to gain and maintain market share in a competitive convention and trade show environment where attracting clients and generating leads are of paramount importance.

In order to perform the market assessments, a number of considerations were incorporated:

- Size and nature of the market participants;
- The quality of competing convention centers;
- Longevity in the market and customer loyalty; and
- The location of convention centers and the amenity packages offered at each.

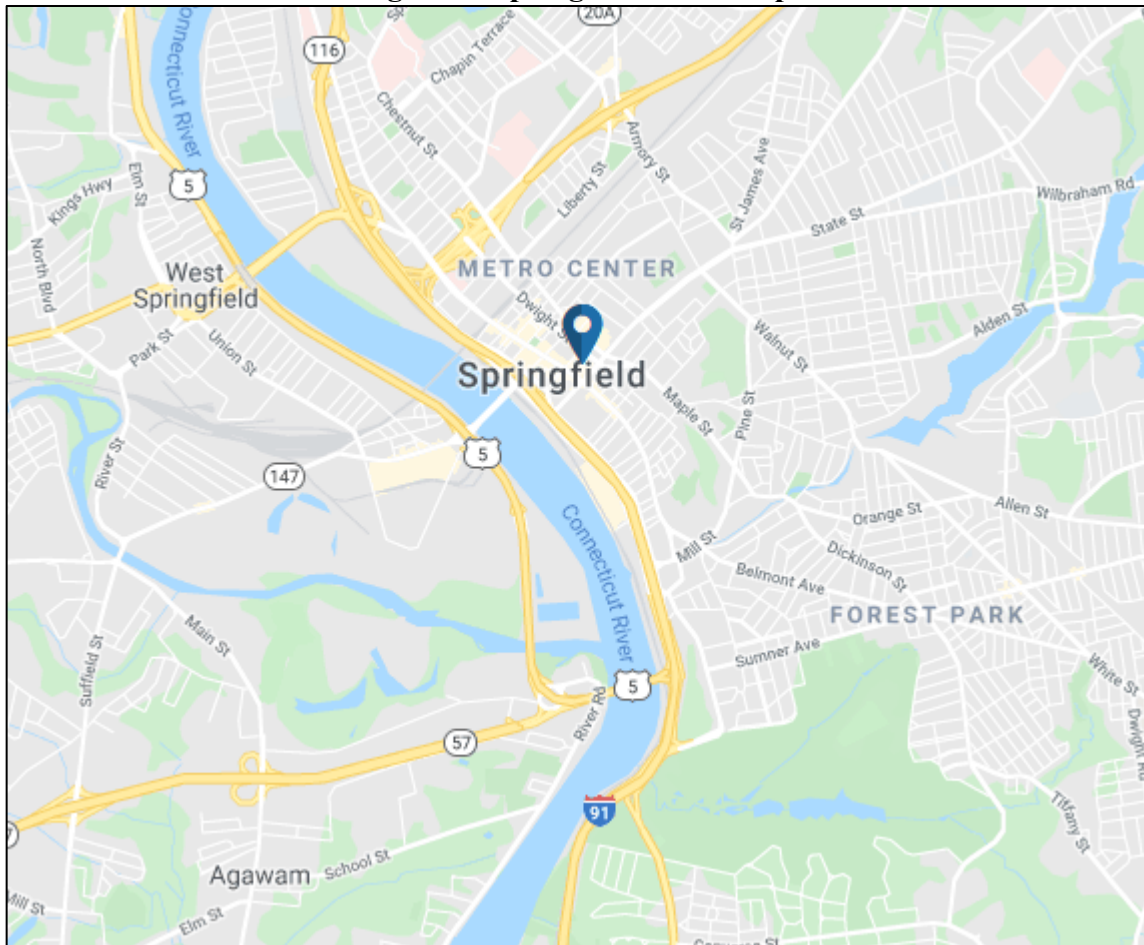
Site Description

The MassMutual Center (MMC) in Springfield, Massachusetts is in the downtown area, walking distance from the Connecticut River. Consisting of an arena, convention center, and ballroom, it hosts a variety of events from sporting events and concerts to conventions and meetings. The MGM Springfield and Symphony Hall, both adjacent to MMC, also host conventions and other events. MMC is located a short, 25-minute drive from Bradley Airport and half a mile from the Springfield Union station serving both Amtrak and the Hartford Line.

Constructed in 1972, the MassMutual Center underwent renovations from 2003 to 2005. It is owned by the Massachusetts Convention Center Authority and operated by MGM Springfield. The Center's arena serves as the home rink for the American Hockey League's Springfield Thunderbirds and American International College's men's hockey team. In addition to hockey games, the arena also hosts concerts. Notable artists include Cher, Aerosmith, and Stevie Wonder.

The facilities at MMC can host meetings up to 1,500 people, conventions with up to 80,000 square feet of exhibit space, and events in the 8,000-seat arena. The center offers catering, data and telecom connectivity, A/V services, and convention planning to facilitate state-of-the-art and seamless event services. While there are no attached hotel rooms, nearly 1,500 rooms are located within walking distance with an additional 1,000 rooms within two miles of the facility. There is also a variety of nearby amenities and attractions to keep attendees entertained and fed. Adjacent amenities include the MGM Springfield Casino, performing arts centers, museums, and dozens of restaurants within walking distance. Six Flags New England is a 15-minute drive from the facility as well.

The following map displays the layout of the MassMutual Center along the Connecticut River and proximity to Highway 91:

*Draft***Figure 1: Springfield Area Map**

MGM Springfield

MGM Springfield is located a ten-minute walk from the MassMutual Center. The property lies between East Columbus Avenue and Main Street, along State Street and MGM Way. The casino offers 2,500 slot machines, 116 table games, and a poker room. The casino features seven food and beverage options: Cal Mare, an upscale Italian restaurant with New England flair; The Chandler Steakhouse which offers sophisticated fine dining; TAP Sports Bar and Topgolf Swing Suite which both feature casual American dining mixed with sports bar activities; Costa, which offers casual Italian classics; and the South End Market, a casual food court with six options to satisfy guests' cravings. Other amenities include the multi-screen Regal Cinema theater, the TAP arcade and bowling center, a fitness center, full-service spa, and pool. The hotel hosts 252 rooms and 16 suites offering modern amenities, including dog-friendly rooms. Most rooms accommodate two or four guests.

The MGM Springfield opened its doors in August of 2018 and had revenue of over \$263 million in the first year of operations. Projected revenue numbers were higher, however, with

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expectations of \$418 in its first year of operations¹. Below is a table summarizing the financial performance of the casino.

Table 1: MGM Springfield Gaming Revenue

	% Slot	% Table	Gross Gaming Revenue (\$MM)
Estimated Revenue	-	-	\$418.0
First 12 Months	70%	30%	\$294.0
2018	67%	33%	\$101.5
2019	72%	28%	\$252.6
Monthly Average	75%	31%	\$19.7

Source: Massachusetts Gaming Commission, The Innovation Group

CONVENTION INDUSTRY OVERVIEW

The following section provides basic industry terms and recent national trends in the convention industry. The primary purposes for holding meetings and conventions include education, training, decision-making, information exchange, research, sales, strategic planning, team building, new product introduction, problem-solving, and reorganization. It is these factors that, in conjunction with economic and business cycles, drive growth, decline, and change throughout the conventions market.

Industry Definitions and Limitations

We would note that within the National Convention & Meeting Industry there is a lack of clarity regarding the exact definitions for various components of the market. This includes, but is not limited to, consistent definitions for grouping and describing certain meeting types, estimated average occupancy or demand, and determining criteria for denoting business by geographical location. As such, estimates of the market vary widely in terms of analysis used given the original source. Clarity regarding definitions is further hindered given the fact that much of the available industry information is collected at varying levels. For example, while some organizations segregate information on Conventions, Meetings, Exhibitions/Trade Shows, and Fairs separately, others collect market data under the common MICE (Meeting, Incentive, Conference, Event) heading. Some broad categorizations widely accepted by the industry include data from the following organizations:

- The International Congress and Convention Association (ICCA)
- Union of International Associations (UIA)

¹ <https://www.cdccgamingreports.com/mgm-springfields-gaming-revenue-was-144m-below-projections-in-casinos-first-year-new-figures-from-massachusetts-gaming-commission-show/>

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- Meeting Planners International
- Professional Convention Management Association

In addition, there have been various sources which we have found conduct major industry surveys on a biennial or annual basis:

- Events Industry Council (EIC) Research
- Oxford Economics
- Amex/Y-Partnership

We also utilize data from meeting and convention centers. Utilizing these resources, The Innovation Group defined the market, which is noted in the following section of the report.

Meeting Types

The primary purposes for holding meetings and conventions include education, training, decision-making, information exchange, research, sales, strategic planning, team building, new product introduction, problem-solving and reorganization. It is these factors that, in conjunction with economic and business cycles, drive growth, decline, and promote change throughout the meetings market. The following section provides basic industry terms and recent national trends in the meetings industry.

The various types of events held at meetings facilities are defined below to better evaluate the potential market. These events may be hosted by an association, corporation, or other public or private organization seeking meeting space for a particular function. In many instances, a third-party meeting planner is hired on an organization's behalf. With the exception of SMERF business, these events are largely held midweek. Depending on the type of facility and business mix, this can be beneficial in offsetting strong weekend business from a more leisure-oriented business. Where some may overlap in characteristics, each tends to vary in terms of size and venue requirements.

Conventions

These types of events typically include associations, professional groups, and other membership organizations with attendance ranging from 300 to 30,000 or more attendees. The larger meetings usually take place in convention centers with exhibit halls over or above 100,000 square feet. Smaller events are held in hotels, conference centers, and small regional convention centers. Conventions usually consist of a number of simultaneous meetings and one or more general sessions as well as exhibitors. Facility needs typically include assembly or banquet space for general sessions and meals, exhibition space for displays and exhibits, and several meeting rooms for breakout sessions. Most large corporations hold recurring events for training, incentive, product demonstration, and other purposes and many rotate among various destinations within a particular region when planning their annual event.

Tradeshows

Tradeshows, which provide a platform for retailers and wholesalers to transact business with industry buyers, require exhibit halls and are generally restricted to convention centers, as

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opposed to smaller hotel or conference center spaces. Because these events are exhibit-intensive, exhibitors favor column-free, single-story, open-space facilities. Tradeshows tend to be more product and sales-oriented than convention. Some of these groups tend to hold annual events that rotate among various destinations within a particular region, similar to conventions, while others are fixed in specific cities each year.

Public/Consumer Shows

Exhibit-based shows are typically open to the general public and generally draw from the local area. These events tend to charge a nominal fee for entry and typically include events such as home & garden shows, boat shows, auto shows, gun shows, antique shows, career fairs, etc.

Corporate Events

Corporate events include professional conferences, sales meetings, training seminars, merchandise introductions, and management summits. Attendance ranges widely, with an average of 85 people based on a recent PWC study. These meetings are typically held in hotels with meeting space, conference centers, with larger functions sometimes being held at convention centers. Corporate meetings usually require meeting rooms and sometimes banquet space, but typically not exhibition space. Corporate meeting planners and attendees tend to desire facilities with business amenities and a first-rate, professional ambiance.

Conferences

Conferences are events used by any organization to meet and exchange views, convey a message, open debate or give publicity to some area of opinion on a specific issue. While it is not commonly limited in time, a conference is typically short and has very specific objectives. Conferences are usually held by associations, professional groups, and other membership organizations. These events do not typically require exhibition space but are otherwise similar to conventions. They require banquet rooms for meals and/or general sessions and meeting rooms for seminars and breakout sessions. Hotels and conference centers host the majority of conferences. Like conventions, conferences can generate a significant amount of new spending providing a boost to the local economy if a large percentage of attendees originate from outside the area. Conference visitors typically stay multiple nights in the host city and spend money on accommodations, food, retail goods, transportation, and entertainment.

SMERF

Also referred to as Banquets, SMERF business (social, military, educational, religious and fraternal) generates substantial demand for meals, receptions, galas, fundraisers, family reunions, wedding receptions, and other banquet events. Business tends to be primarily local with a majority of events occurring during the weekend. These events often call for a ballroom or multipurpose space where food and beverage services, as well as, entertainment, can be provided. Banquet events are more commonly held in hotels, civic centers, and other banquet facilities as opposed to a convention center. For a given facility, these events can be a considerable source of food and beverage revenue.

*Draft**Casino-Attached Meeting Space*

Casinos often have meeting space included in or adjacent to their hotels. Conventions are a good fit for casino operations because casino hotel demand is naturally higher on the weekends, so casinos can leverage meeting and convention space with attendees bolstering the slower mid-week demand for hotel rooms. Additionally, convention visitors spend more money on food and beverage and entertainment than a typical mid-week, non-convention visitor. Casinos can help in completing the entertainment package that associations and corporate meetings are looking for in a destination; however, casino attachment may also disqualify a venue if gambling is perceived as out-of-line with the event's brand or target audience.

To understand how casino attachment affects convention centers, we look to Las Vegas. With over 7 million square feet of convention and exhibit space, Las Vegas offers more meeting space than any other city in the United States and houses two of the largest convention centers. The city draws more attendees and hosts more large conventions than any other national destination and contains both casino-attached and standalone convention centers. To understand how casino attachment affects convention centers, we compare events hosted by a casino-attached and a standalone convention center in Las Vegas.

The Sands Expo Center is approximately 1.2 million square feet with a nearly 900,000 square foot exhibit hall. It is attached to The Venetian and Palazzo casinos, featuring a combined 225,000 square feet of casino floor. Types of events include Global Gaming Expo (G2E), Automotive Aftermarket Products Expo (AAPEX), International Meeting Expo (IMEX), Shot Show, Consumer Electronics Show (CES), Adobe Summit, Amazon re:Invent. A lot of their events are industry trade shows with a heavy tech association and widespread media attention.

The Las Vegas Convention Center (LVCC) houses nearly 2.2 million square feet of space, with a 909,000 square foot exhibit hall. It is adjacent to multiple casinos but not directly attached to any. The events it hosts include ConExpo-Con/Agg, National Association of Broadcasters, International Builders Show, World of Concrete, National Mining Association MINEXPO, ASD Market Week Winter. There are a lot of construction industry and other professional conferences and events. Events at LVCC range from 500 attendees to nearly 130,000 and can be family-friendly, such as the ABC Kids Expo or the International Pizza Expo. In contrast, there are no comparable family-friendly events at the Sands Expo Center.

In general, convention centers attached to casinos tend to host more adult-oriented or professional events, while stand-alone convention centers can attract a broader range of events, including events targeting children and families.

Meeting Space Characteristics

Convention and meetings facilities are typically evaluated according to their space functions. Typical spaces that are required in a convention and/or meeting facility are; exhibit space, ballroom space, meeting rooms, as well as, pre-function space. All are briefly described below.

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Exhibit Space

Exhibit space is generally used for large conventions, trade shows, and consumers' shows. This space is typically characterized by high ceilings and little to no column support. It is the largest single space area in the center and typically very bland and/or neutral which allows for easy decoration for various types of events. These halls are usually seen with minimal finishing and concrete floors to facilitate heavy loads when necessary. It is estimated that in a combined facility, this area makes up approximately 58% of the total available space.

Ballroom Space

Ballroom space is well suited for entertainment and food and beverage functions. Space typically accommodates large corporate meetings, conferences, smaller conventions, assemblies, and other community and social events. This space is normally the most finished in a convention center and features dividable walls to allow for easy manipulation into smaller segments.

Meeting Rooms

Meeting room space is made up of smaller rooms that are separate from the banquet space. This area is often used in connection with a larger conference as breakout space and is typically utilized for smaller corporate and association meetings. Meeting space typically comes in various dimensions catering to a myriad of group sizes and, depending on the facility, can have dividable walls as well. The meeting room segment usually demands a high-quality facility and therefore typically targets city-center hotels, specially designed conference centers, and resort hotels.

Pre-function space

Pre-function space supports the circulation of pedestrian traffic through the facility and is vital in controlling access to and from event spaces. Like a hallway, this area is commonly situated around the exhibit hall and/or meeting space. Pre-function space typically has a consistent quality of finish and is often used as a registration area for major conferences, events, and trade shows.

Industry Trends

As the number of off-premise meetings and conventions held by associations and corporations' climbs, cities across the globe are making attempts to attract those meetings and conventions. It is possible to evaluate the industry in relation to the size and quality of the facility and the geography of its location. The meetings market generally parallels overarching trends in the economy as the total number of meetings as well as the overall attendance and expenditures fluctuate with the market's business cycles.

While the ability to market a convention center in today's market is essential, it is important to note that most facilities, on average, do not turn a profit on their own. Often, the development and successful operation of a convention center involves annual funding – typically public – to support covering items such as operating costs, marketing, and debt. As such, convention facilities are typically designed to be economic development engines for the host city and are often accepted as loss leaders. Many industry experts have noted that the true profitability of a convention center is commonly measured through economic impacts, heavily contributing to surrounding industries such as hotel, transportation, food and beverage, and entertainment. In

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addition, these facilities are known for stimulating overall growth in travel and tourism activities through repeat visits and word of mouth communication. This is especially true when considering national events, which bring in a larger percentage of out-of-market patronage that can result in new, incremental spending. However, as market size decreases, the strength of that economic impact may diminish as smaller markets tend to draw a less significant number of visitors from outside the region.

According to IBIS World reports, the convention and visitor bureau industry has rebounded following the economic decline of the great recession. Travel rates have grown leading to a total industry revenue of \$2.7 billion in 2019. Growth has slowed due to a strong U.S. dollar impacting international travel, particularly from Canada. Regions along the Canadian border could see less growth as a result. The industry itself is tightly connected to travel trends, which are heading upward into 2024.

Based on the *2018 Meeting Market Trend Survey* conducted by Covene, many meeting professionals anticipate notable positive growth in 2019 but address political factors as a potential threat to the industry. The report highlighted the growth in attendance and exhibitors, 3.6% and 2.7% over 2016, respectively, and decreases in budget and event space, 1% and 20% from 2016. Respondents highlighted that while the number of events has increased, room rates have also increased, causing a squeeze in budgets. The emergence and adoption of technology such as virtual events, event-apps, and social media in the meeting and convention industry have increased as well. While some have noted these as threats, others believe they are an opportunity to expand the reach of the meeting and bring in attendees that otherwise were unable to attend the meeting. The sharing economy is becoming a major disrupter: 26% of respondents stated that a number of their participants are likely to use shared-housing, like Airbnb, for events. However, none of the respondents indicated they were working with shared-housing providers when planning events. Price was ranked the most important factor in planning a meeting, followed by the design of space, and food & beverage.

In 2016, Oxford Economics completed a study for the Events Industry Council that evaluated the economic significance of the meetings industry on the U.S. Economy. The original study was conducted in 2010 and has been updated with 2016 data. The study found that the meetings market contributed over \$446 billion to the nation's Gross Domestic Product (GDP) and employed approximately 5.9 million people. They also concluded that there were nearly 1.9 meetings with 251 million attendees. This helped generate \$325 billion in direct spending. The table below provides a summarized breakdown of these meetings by type, as well as the number of participants.

Table 2: The Meetings Industry by Meeting Type

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Meeting Type	Meetings (000s)	% by Type	Participants (000s)	% by Participant
Corporate/Business Meetings	1,355	71.8%	134,110	53.4%
Conventions/Conferences/Congresses	248	13.2%	44,727	17.8%
Incentive Meetings	85	4.5%	15,299	6.1%
Trade Shows	9	0.5%	39,978	15.9%
Other	190	10.1%	17,120	6.8%
Total	1,888		251,234	

Source: Events Industry Council (CIC) and Oxford Economics, The Innovation Group

As illustrated in the chart above, meetings largely consisted of corporate and business events. These account for nearly 72% of business and more than 53% of attendees. We would note that a large proportion of these events consist of smaller corporate clients that are highly local and do not have the budget to support large destination-style events.

Other major highlights from the study are as follows:

- Since 2009 the number of meetings has grown only 5.4%, while the number of attendees and direct spending have grown by 22.7% and 23.4%, respectively. This shows that the average size of the event has increased.
- The majority of participants in meetings were domestic attendees. These are defined as people within the United States but more than 50 miles away from their event destination. Locals, defined as those within a 50-mile radius, are an important feeder market and represent 22% of participants and 4% of direct spending.

The chart below shows the average amount spent by meeting participants on various types of expenditures. Meeting related direct fees and other expenses made up nearly 63% of the amount spent by meeting participants, with travel and tourism making up the remaining 37%.

Table 3: Direct Spending by Commodity (2016)

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Commodities	Direct Spending (\$MM)	Percent	Average per participant
<i>Travel & Tourism Commodities</i>			
Accommodation	\$48,910	15%	\$195
Transportation	\$42,471	13%	\$169
Food and Beverage	\$16,410	5%	\$65
Shopping	\$7,436	2%	\$30
Recreation and entertainment	\$5,197	2%	\$21
Subtotal	\$120,425	37%	\$479
<i>Meeting Planning & Production</i>			
Food & beverage	\$47,931	15%	\$191
Audio/Visual	\$23,161	7%	\$92
Venue rental	\$16,990	5%	\$68
Transportation and tour	\$12,132	4%	\$48
Entertainment/production services	\$10,534	3%	\$42
Other meeting planning and production	\$56,126	17%	\$223
Other Direct Spending	\$37,746	12%	\$150
Subtotal	\$204,620	63%	\$814
Total Direct Spending	\$325,045		\$1,294

Source: EIC; Oxford Economics

Economic contributions to the convention industry have increased as well. Direct spending in 2016 was over \$325 billion, a 23.4% increase from 2009. Employment increased by 2.8% and labor income grew by nearly 20%.

Table 4: Economic Contributions (dollars in billions, employment in thousands)

	2009	2012	2016	% Increase (2009 to 2016)
Direct Spending	\$263.4	\$273.1	\$325.0	23.4%
Contribution to GDP	\$147.5	\$152.9	\$184.2	24.9%
Labor income (wages, salaries, and other)	\$80.4	\$81.9	\$95.9	19.3%
Employment	2,422	2,319	2,489	2.8%
Indirect business sales	\$685.1	\$710.1	\$845.3	23.4%
Indirect contribution to GDP	\$357.2	\$370.2	\$446.0	24.9%
Indirect Labor income (wages, salaries, and other)	\$208.8	\$212.9	\$249.2	19.3%
Indirect employment	5,724	5,449	5,905	3.2%

Source: EIC, Oxford Economics

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LOCAL MARKET CHARACTERISTICS

The hospitality network of a host city (i.e. hotels, flight availability, restaurants) significantly contributes to the success of a convention center. In addition, the economic environment and local population provide insight into the economic health of a given market and its ability to support convention business. These factors, in turn, can also be important contributors to the viability of nearby restaurant, retail, and hotel establishments. This creates an interactive relationship for mutual benefits between a convention center and surrounding businesses. The following analysis seeks not only to evaluate this relationship as well as the area's ability to support existing convention demand and attract new sources of demand. Factors addressed concerning the existing local market include the following:

- Economy & Demographics
- Transportation (Air, Roadways, etc.)
- Local Attractions
- Hotel Market Supply

Economy & Demographics

The following section outlines the economics and demographics of Springfield. These statistics provide insight into the future growth of the area, its ability to support a convention center and its ability to draw meeting demand.

Demographics

The demographics of an area are critical in assessing its economic health given any increases or decreases to the population. In addition, a larger population can create and sustain more demand for certain events such as consumer shows and SMERF business. As a result of the importance of population, The Innovation Group examined the population within Greater Springfield, the Metropolitan Statistical Area, (MSA) surrounding Springfield, and the overall state of Massachusetts.

Population

Greater Springfield includes the economically interdependent Hampden, Hampshire, and Franklin counties. In 2010, the estimated population for the MSA was 621,570. Springfield is growing at a slower rate than Massachusetts and the whole US. The compound average growth rate (CAGR) of Springfield's population is 0.2%, well below the 0.6% CAGR of Massachusetts and the 0.7% CAGR of the nation.

Table 5: Area Population

	2010	2019 (est)	2024 (est)	CAGR 2010-2019	CAGR 2019-2024
Greater Springfield	621,570	632,910	643,726	0.2%	0.3%
Massachusetts	6,547,629	6,916,527	7,131,739	0.6%	0.6%
National	308,745,538	329,236,175	340,950,101	0.7%	0.7%

Source: IXPRESS/Claritas, The Innovation Group

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Annual Household Income

Another major economic indicator is the annual average household income (AAHI) of a host city. The following presents estimates for the surrounding area. The AAHI in Greater Springfield was \$81,000 in 2019 and is expected to grow on average 1.8% annually over the next 5 years. The HHI and its growth rate are below the state and national average.

Table 6: Area Annual Average Household Income

	2010	2019 (est)	2024 (est)	CAGR 2000-2019	CAGR 2019-2024
Greater Springfield	\$51,628	\$81,002	\$88,774	2.4%	1.8%
Massachusetts	\$66,671	\$115,037	\$128,870	2.9%	2.3%
National	\$56,644	\$89,646	\$98,974	2.4%	2.0%

Source: IXPRESS/Claritas, The Innovation Group

Economy

The economic health of a city is critical to and directly impacts the convention industry. In years of economic stagnation or recession, conventions and meetings are often on the front line of business expenditures to be cut. In years of prosperity and growth, however, meetings and conventions can flourish as businesses or organizations are willing to spend money in an attempt to spur new business. The following section outlines recent economic trends and key factors impacting the Springfield economy.

Overview

Springfield is the fourth largest city in New England. Historically, Springfield's economy has been based on manufacturing, education, and health care; however, tourism has recently played a larger role in the area's economy. The 2017 opening of the MGM Springfield solidified the area's commitment to the leisure and hospitality industry. Over 15,500 businesses are supporting 191,000 workers in Greater Springfield. Education and healthcare are the biggest parts of the ecosystem surrounding Springfield: there is a large supply of educated workforce via the Knowledge Corridor and a blossoming medical device manufacturing industry. The cost of living is nearly 50% lower than nearby metropolises like Boston or New York. This lower cost of living is an attractive feature to both employers and residents. Centrally located, its interstate access makes it a quick drive to Hartford, Boston, and New York. Additionally, Union Station connects passengers to rail service, and nearby Bradley International Airport brings even broader accessibility.

The gaming industry is not alone in expanding tourism in the area. The Greater Springfield Convention and Visitors Bureau (GSCVB) has sought to expand the tourism, leisure, and hospitality in the area by rebranding as WesternMass and facilitating a marketing push. Developing the MassMutual Center Arena & Event Center and partnering with MGM Springfield, the GSCVB has developed a blueprint for the growing industries. The tourism industry currently contributes \$750 million to the region.

*Draft***Employment and Labor Force**

The following provides labor statistics and trends for Greater Springfield from 2009 to 2018. The labor force shrank as a result of the great recession and has steadily climbed since 2012. Unemployment decreased after the recession peak of 9.2% in 2010. An all-time low was reached in 2018.

Table 7: Greater Springfield Labor Force Statistics

Year	Civilian labor force	Employment	Unemployment	Unemployment rate (%)
2009	371,403	340,399	31,004	8.3
2010	363,049	329,676	33,373	9.2
2011	360,602	330,483	30,119	8.4
2012	360,193	332,365	27,828	7.7
2013	360,766	332,682	28,084	7.8
2014	365,315	340,582	24,733	6.8
2015	366,237	345,218	21,019	5.7
2016	366,812	349,210	17,602	4.8
2017	372,034	354,930	17,104	4.6
2018	380,389	364,831	15,558	4.1

Source: Bureau of Labor Statistics

The following presents the largest employers in Greater Springfield. A majority are in the healthcare and education sectors. Other notable employees include MassMutual Center and the Air Force base. According to the Chamber of Commerce, approximately 30% of the labor force is in healthcare, while manufacturing accounts for over 11% of the labor force.

Table 8: Greater Springfield Major Employers

Major Employers	Industry Type	Number of Employees
Baystate Health	Health Care	12,000
University of Massachusetts, Amherst	Education	8,200
MassMutual	Financial Services	6,700
Big Y World Class Markets	Retail	5,600
Westover Air Reserve Base	Military	5,000
Mercy Medical Center	Health Care	3,100
Cooley Dickinson Hospital	Health Care	2,000
Smith & Wesson	Manufacturing	1,700
Westfield State University	Health Care	1,600
Center for Human Development	Health Care	1,400

Source: Springfield Regional Chamber of Commerce, Business West

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Transportation

The following presents major modes of transportation in and around the city of Springfield. Meeting planners specifically seek destinations that will allow them to maximize the turnout for an event and provide the most convenience to their attendees. As such, the ease and accessibility of transportation are key factors in determining a city's ability to attract and support a given convention or meeting.

Roadway System

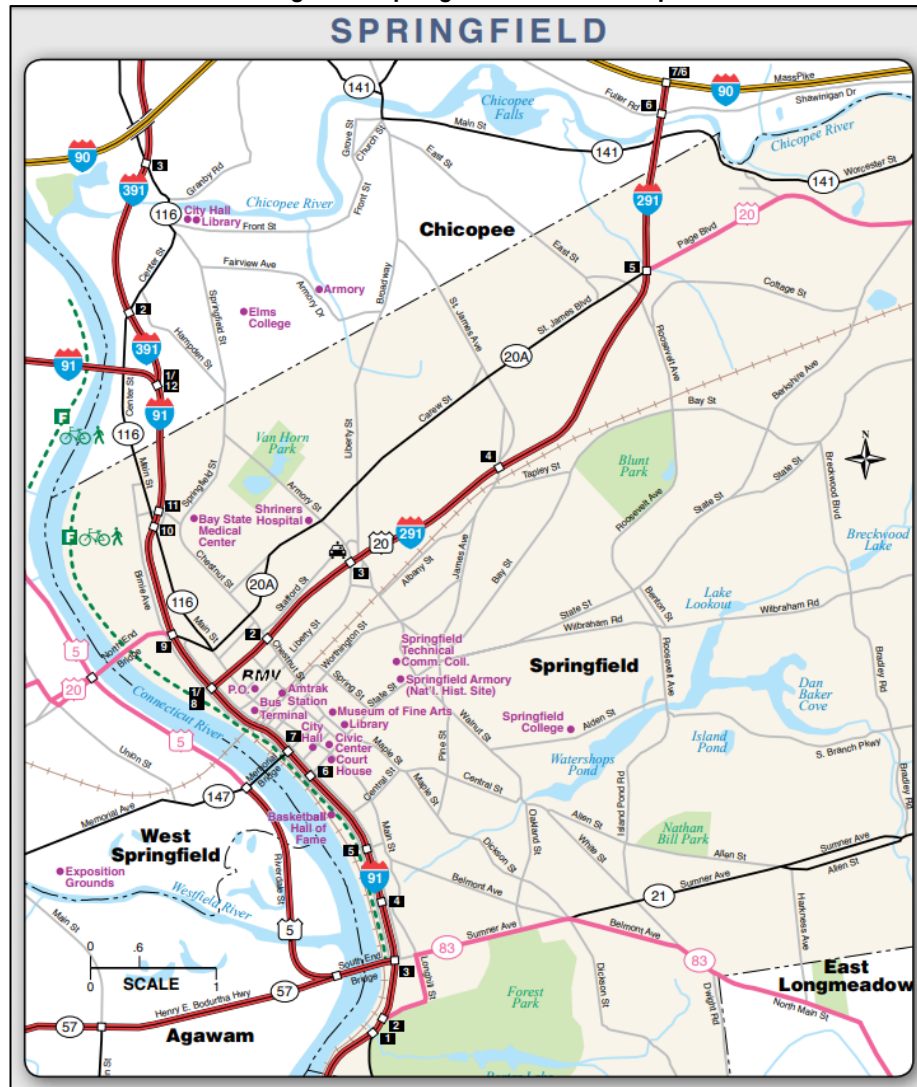
The roadway system in the Springfield area is more than adequate featuring Route 91, which connects Vermont at the Canadian border to New Haven, Connecticut. The two and three-lane highway connects to Interstate 391 in Springfield providing access to Chicopee and Westover Airport. The Massachusetts Turnpike, Route 90, connects Boston to New York state and interchanges with Route 91 just 5 miles north of MassMutual Center.

In addition, the roadways connecting Greater Springfield are also extensive and nicely maintained such as US Route 5, State Street, and Main Street.

The map below, obtained from MassDOT, shows the interstates running through and around Springfield.

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Figure 2: Springfield Interstate Map



Source: MassDOT

Airlift and Airport Capacity

Numerous studies have shown the importance of direct air service as this attribute is often ranked along with hotel rooms, cost, and safety as the most important aspects of a location. Thus, understanding the current and future air service situation of Springfield is crucial in forecasting the ability of the county to entertain meetings and conventions.

We have broken down air service into an analysis of air service currently offered in Springfield via the Westover Airport, Westfield-Barnes Regional Airport, and Bradley International Airport.

Westover Airport

Established in 1939, Westover Airport serves as a joint-use between the Westover Air Reserve base and civilian. In 2013 an Airport Business Plan was developed to support the community and

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military. This plan detailed ways to increase charters, operators, and aircraft, and attract a maintenance and repair firm and a low-cost commercial carrier. Located 5 miles northwest of Springfield, the airport is the closest to MassMutual Center, although it does not receive many passengers. Much of its operations come from charter flights. It is much more cost-effective to house planes and crews in Westover and then fly into New York to pick up clients and take them to their destination.

In 2019, the airport reached an agreement with the Air Force to extend hours of operation from 18 hours to 24 hours per day. MGM Springfield and the Department of Transportation provided funds to develop a system in support of the 24-hour operation. MGM has chartered planes to the airport for performers and other guests.

If Westover could expand its service or attract commercial flights it will be able to ease travel to and from the city for potential conventioners and increase the city's overall competitiveness in the region.

Westfield-Barnes Regional Airport

Established in 1923, Westfield-Barnes Regional Airport was constructed to service the war effort. Due to the presence of the Air National Guard Westfield-Barnes has 24/7 operations. Its business comes from charters. The airport is approximately 15 miles from the MassMutual Center.

Bradley International Airport

Located just over 15 miles south of Springfield, Bradley International Airport represents Springfield's closest major airport. The airport is serviced by nine major airlines, Aer Lingus, Air Canada, American Airlines, Delta Airlines, Frontier Airlines, JetBlue, Southwest Airlines, Spirit, and United Airlines.

Total airline passenger volume, often described as people getting on (enplanements) and people getting off (deplanements) aircraft, was over 3.2 million in 2018. These figures were up 3.7 percent from 2017 which saw the airport's total passenger volume at over 3.1 million. While the airport does offer international flights, international passenger volume is very small and made up only 1% of total passenger volume at the airport from 2009 through 2016. Percentage of international has increased to approximately 2.8% in 2018.

*Draft***Table 9: Bradley International Airport Volumes**

	Domestic	International	Total	% Change
2008	2,934,996	65,874	3,000,870	-6.9%
2009	2,595,178	26,530	2,621,708	-12.6%
2010	2,608,933	24,884	2,633,817	0.5%
2011	2,744,403	23,601	2,768,004	5.1%
2012	2,619,153	22,558	2,641,711	-4.6%
2013	2,653,171	23,585	2,676,756	1.3%
2014	2,882,794	24,988	2,907,782	8.6%
2015	2,893,692	27,239	2,920,931	0.5%
2016	2,937,816	39,002	2,976,818	1.9%
2017	3,071,026	85,614	3,156,640	6.0%
2018	3,194,326	78,023	3,272,349	3.7%

Source: Bureau of Transportation Statistics

In addition to the passenger volume, Bradley also has 30 direct flights allowing Bradley to draw in passengers from around the United States, Ireland, and Canada.

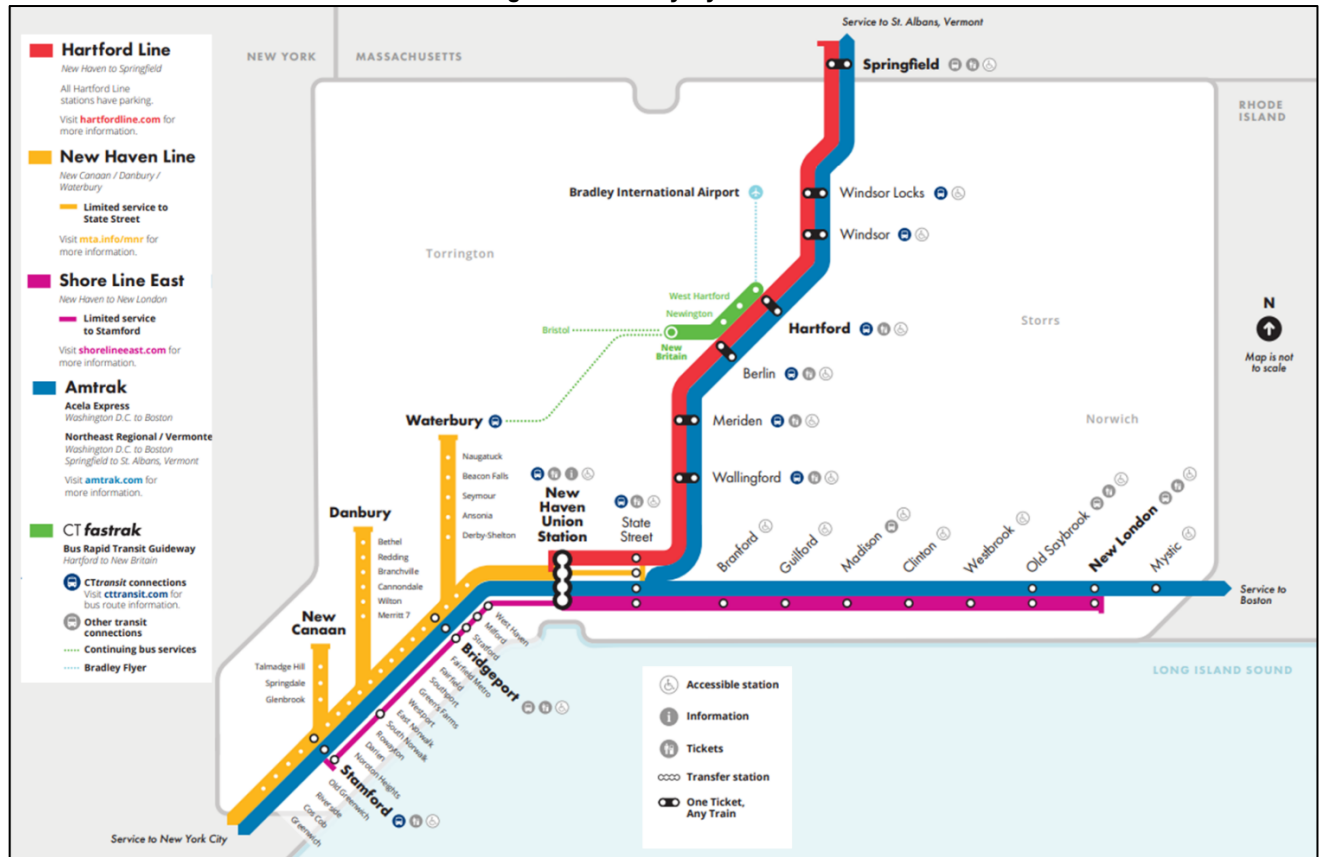
While Bradley International is only a 30-minute drive from MassMutual Center, it is a 20-minute drive from the Connecticut Convention Center in Hartford. This creates a bit of competition between the two convention centers. Bradley International offers connections to the Hartford Line and Amtrak rail line, but no regular-scheduled shuttles between the airport and Springfield.

Railway System

Springfield is served by the newly renovated Union Station connecting the city with both Amtrak and the new Hartford Line which began service in June 2018. Amtrak connects dozens of cities including Hartford, New Haven, Boston, and New York. The Hartford Line connects Springfield with New Haven, along eight stations and is currently exceeding ridership projections.

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Figure 3: Railway System



Source: Hartford Line

Local Attractions

Local attractions are an important amenity to convention visitors and are part of the overall package that makes a particular host city an attractive option for holding an event. According to the Greater Springfield Convention and Visitors Bureau (GSCVB), Western Massachusetts has a variety of attractions to satisfy visitors. In 2018, the economic impact of tourism reached \$928 million, largely drawing visitors from New England. These visitors are likely to be millennials and visiting for vacation². The following presents the major attractions in the area.

² <https://www.masslive.com/business/2019/11/survey-western-massachusetts-tourism-up-thanks-marketing-dr-seuss-museum-mgm.html>

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Gaming

The MGM Springfield opened its doors in October of 2017. The casino resort houses a comedy club and TopGolf Swing Suite, and it offers seven dining establishments from a steakhouse to a pizza counter and three bars. Additional amenities include a movie theater, spa, fitness center, pool, arcade, and bowling. Earning just over \$243 million in its first year of operations, it features 116 table games, a poker room, and 2,500 slot machines. The hotel has 252 rooms and 16 suites. The casino is styled as sophisticated with a twist. The entire complex exudes a “Springfield-centric” design and is highly integrated into the urban context through historically responsive architecture and a porosity that provides multiple entries and engagement with the city fabric. A large Wizard of Oz mural harkens to the cinematic origins of MGM while the inside décor has numerous references to Springfield’s unique history and city icons of Dr. Seuss, basketball, Webster dictionary, Indian Motorcycle, and others.

Six Flags New England

Six miles south of Springfield, Six Flags New England offers family-friendly and thrill-seeking entertainment. There are 19 roller coasters, 9 family-friendly rides, and 16 kid-friendly attractions. In addition, there is a seasonal water park with 17 rides and experiences.

Basketball Hall of Fame

The Naismith Memorial Basketball Hall of Fame is located in Springfield. With over 300 inductees, it features interactive exhibits, skills challenges, live clinics, and shooting contests. In addition to the exhibits, the museum features select dining options including a tavern, sports bar, and a small food court. The museum also hosts events in its unique spaces.

Museums

Springfield is home to six museums drawing a variety of visitors including the Amazing World of Dr. Seuss Museum, Springfield Science Museum, and the George Walter Vincent Smith Art Museum. The museums are in a Quadrangle, situated around the Dr. Seuss Sculpture garden within proximity of each other.

Forest Park and Zoo

Located inside of a 735-acre park, the zoo houses a variety of wildlife ranging from farm animals to alligators and timber wolves. There is a gift shop, but no dining options.

Symphony Hall

Adjacent to MassMutual Center, Symphony Hall is home to the Springfield Symphony Orchestra. The Hall hosts dozens of events each year including classical, Broadway, and music from film. The Hall injects culture into downtown Springfield.

*Draft****Hotel Market Supply***

For a convention center to successfully attract major meetings and conventions, it must offer an adequate number of high-quality hotel rooms. The following section examines the hotel market in Springfield.

The city of Springfield has 8 hotels featuring nearly 1,500 guestrooms in their hotel supply, with an average hotel featuring 179 rooms. The vast majority of these facilities are chain hotels and the remaining are either situated within walking distance of a casino or at least within a 2-mile radius.

Table 10: Springfield Hotel Supply

Name of Establishment	Type	Rooms	Opened
Hampton Inn & Suites Springfield/Downtown	Hotel	87	-
Hilton Garden Inn	Hotel	143	-
Holiday Inn Express Springfield Downtown	Hotel	97	2018
Howard Johnson by Wyndham Springfield	Hotel	59	-
La Quinta Inn & Suites by Wyndham	Hotel	203	1960
Sheraton Springfield Monarch Place Hotel	Hotel	325	1987
Tower Square Hotel Springfield	Hotel	265	1972
MGM Springfield	Hotel-Casino	252	2018
Total		1,431	

Source: Greater Springfield CVB Website, Cvnets, The Innovation Group

To attract the attention of meeting planners for major association meetings and conventions, a host city should have an adequate supply of convention-class hotels. This includes well-appointed establishments with a full-service restaurant and expanded amenities and services such as, but not limited to, room service, high-speed internet, a fitness center, and business services. Overall, Springfield's ability to attract conventions to the destination and the proposed center will depend significantly on its inventory of full-service hotel rooms and their location in relation to each other as well as to the MassMutual Center. In addition, it will be imperative to obtain hotel management's cooperation in committing rooms for city-wide events (three to five years in advance) and prospects for the future growth of the hotel supply.

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COMPETITIVE ENVIRONMENT

Local Convention Market

The Greater Springfield market includes eleven convention facilities with a combined nearly 900,000 square feet of convention space. Many events have been basketball and agricultural-related, tying into the Naismith museum and Eastern States Exposition. The Innovation Group researched a list of all meeting space facilities available in the region.

The following table presents the local market supply of convention and meeting space in Greater Springfield and Hartford, CT. For our analysis, we restricted to facilities with a capacity of over 1,000 attendees. Except for MGM Springfield, none of the available facilities contain a casino. Those that have dedicated event center space often market them in conjunction with their meeting space. The largest facility in the market is the Eastern States Exposition (ESE) with approximately 355,000 square feet of event space and hosts The Big E, an event that welcomes just over 1.5 million average attendees annually. The ESE predominately hosts agriculture-related events such as horse shows, farming expos, and rodeos. The next largest facility is the Connecticut Convention Center in Hartford, which is better suited for a true convention or meeting event. The facility promotes over 225,000 square feet of indoor space which includes a dedicated event center.

Table 11: Local Comparable Meeting Space Venues

Property	Type	Location	Total Meeting Space	Number of Break out Rooms	Seating Capacity (Max)
MassMutual Center	Convention Center	Springfield, MA	100,000 Sq Ft	5	8,000
Connecticut Convention Center	Convention Center	Hartford, CT	225,000 Sq Ft	19	15,287
Eastern States Exposition	Convention Center	West Springfield, MA	355,000 Sq Ft	10	5,250
Symphony Hall	Concert Hall	Springfield, MA	-	0	2,611
MGM Springfield	Hotel Meeting Space	Springfield, MA	29,205 Sq Ft	10	2,355
Hotel UMass	Hotel Meeting Space	Amherst, MA	76,053 Sq Ft	38	17,465
Sheraton Springfield Monarch Place	Hotel Meeting Space	Springfield, MA	33,213 Sq Ft	22	3,333
Hartford Marriott Farmington	Hotel Meeting Space	Farmington, CT	22,718 Sq Ft	24	1,985
Tower Square Hotel Springfield	Hotel Meeting Space	Springfield, MA	15,000 Sq Ft	11	1,146
Hilton Hartford	Hotel Meeting Space	Hartford, CT	15,000 Sq Ft	20	1,936
Inn on Boltwood	Hotel Meeting Space	Amherst, MA	14,000 Sq Ft	5	1,604
Hartford Marriott Downtown	Hotel Meeting Space	Hartford, CT	13,089 Sq Ft	10	1,288
Average			81,662 Sq Ft	15	5,188

Source: Cvent; Company Websites; The Innovation Group

Many of the facilities in the Greater Springfield market have dedicated or flexible event center space that is predominately used for meeting space availability. As a result, we have a detailed space breakdown amongst these facilities to provide better insight on what the current market has to offer. Of those listed, both ESE and Symphony Hall have fixed, arena-style seating while the

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other properties feature a multipurpose room with removable seating. Only three venues are truly capable of hosting major conventions.

Regional Competitive Market

It is assumed that any convention center competes at a regional level. As a result, The Innovation Group researched other regional convention centers with at least 50,000 combined square feet of space to understand and project the regional market that includes Massachusetts, Connecticut, Rhode Island, Maryland, New York, Vermont, and Maine. It should be noted there are no comparable convention centers in New Hampshire. In this region, we were able to find a convention center meeting our criteria in 12 cities. Upon identifying these cities, we examined the amount of ballroom, meeting room and exhibit space (as a note, our space estimates do not take into account outdoor space or corridors/hallways/pre-function space). Lastly, we also collected information regarding whether or not each convention center had an attached hotel(s) and if so, the number of rooms available. Understanding the locations sizing and attached hotel supply helps to fully clarify a center's competitiveness and attractiveness in contrast to others in the regional supply.

*Draft***Table 12: Regional Competitive Landscape**

Property	Location	Total Meeting Space (Sq Ft)	Number of Break out Rooms	Seating Capacity (Max)	Exhibit Space	# of Hotel Rooms
Hotel Umass	Amherst, MA	76,053 Sq Ft	38	17,465	0	116
MassMutual Center	Springfield, MA	100,000 Sq Ft	12	8,000	40,000	0
MGM Springfield	Springfield, MA	29,205 Sq Ft	10	2,355	0	252
Eastern States Exposition	West Springfield, MA	355,000 Sq Ft	10	5,250	110,000	0
Boston Convention & Exhibition Center	Boston, MA	707,423 Sq Ft	86	71,063	516,000	0
John B. Hynes Veterans Memorial Convention Center	Boston, MA	314,963 Sq Ft	38	21,536	176,480	0
Mohegan Sun	Uncasville, CT	275,000 Sq Ft	49	27,994	145,000	1,600
Connecticut Convention Center	Hartford, CT	225,000 Sq Ft	19	15,287	140,000	409
XL Center	Hartford, CT	100,000 Sq Ft	9	5,276	68,855	0
Rhode Island Convention Center	Providence, RI	110,000 Sq Ft	28	15,040	100,000	0
Baltimore Convention Center	Baltimore, MD	383,352 Sq Ft	50	12,102	300,000	0
Albany Capital Center	Albany, NY	55,000 Sq Ft	6	5,624	25,000	0
Empire State Plaza Convention Center	Albany, NY	50,000 Sq Ft	10	2,465	26,000	0
Oncenter Complex	Syracuse, NY	216,822 Sq Ft	22	21,327	65,250	0
Barre Civic Center	Barre, VT	54,374 Sq Ft	9	1,940	0	0
Cross Insurance Center	Bangor, ME	50,000 Sq Ft	18	8,360	40,000	0
Average		193,887 Sq Ft	26	15,068	100,574	49

Source: Cvents, Company Websites, The Innovation Group

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Regional Facility Characteristics

Below is a brief description of each regional competitor.

Massachusetts

Within Massachusetts, Springfield, West Springfield, and Amherst are the only cities offering the scale of events within scope. The following breaks down the offerings at each of the three cities.

Amherst

Located adjacent to the University of Massachusetts, Amherst, Hotel UMASS offers 116 guest rooms. The largest available space in their event center is 19,000 square feet. The venue does not feature an exhibit hall but has abundant meeting space and a multipurpose 10,000 seat facility in the Mullins Center.

Boston

As the capital of Massachusetts, Boston's convention facilities are relatively large. The Boston Convention and Exhibition Center (BCEC) features over 707,000 square feet with over 500,000 square feet of exhibit space. While there are no attached hotel rooms, the BCEC is located within one mile of thirteen hotels. The John B. Hynes Veterans Memorial Convention Center has nearly 315,000 square feet of meeting space, and 22,000 square feet of exhibition space. There are 23 hotels within one mile of the Hynes.

Springfield

Springfield's offerings include MassMutual Center, the MGM Springfield and Symphony Hall. Most of the space, 100,000 square feet is from MassMutual Center, but the center can be augmented with MGM Springfield's 29,000 square feet and the 2,600 seat Symphony Hall. As all three are managed by MGM Springfield, they can be grouped for joint events.

West Springfield

West Springfield is home to Eastern State Exposition, which offers agriculture, car and other community events. The multi-building campus includes an arena with over 5,000 seats and 110,000 square feet of exhibit space and draws an average of 1.5 million attendees each year for the state fair, The Big E.

Connecticut

Within Connecticut, the Innovation Group identified Hartford and Uncasville as regional competitors due to the proximity to the MassMutual Center and the recent construction of the Mohegan Sun Convention Center.

Hartford

Hartford offers two competing facilities, the Connecticut Convention Center and XL Center for a combined 325,000 square feet. The convention center has a 140,000 square foot exhibit space and is one of the few regional competitors with attached hotel rooms. The XL Center is far smaller by comparison with nearly 69,000 square feet of exhibit space and seating capacity at just over 5,000.

*DRAFT**Uncasville*

The Mohegan Sun casino in Uncasville, Connecticut remodeled its existing hotel and casino to add a 275,000 square foot convention center in 2018. The center also includes a 10,000 seat arena and 420 seat theater. The attached 310,000 square foot casino features over 4,000 machines, more than 40 dining options, and a 1,600 room hotel.

Rhode Island

The Innovation Group identified a single competing regional market in Rhode Island, Providence. As the capital city of Rhode Island, it can draw in a larger number of visitors than other regional markets.

Providence

The Rhode Island Convention Center Authority operates three facilities, the Rhode Island Convention Center, the Dunkin' Donuts Center (DDC), and The Vets. The convention center has 100,000 square feet, 28 meeting rooms and can hold approximately 15,000 seats. It is connected to the 564 room Omni hotel, DDC and the Providence Place Mall via pedestrian bridges. The DDC is an arena with 14,000 seats and a combined 79,000 square feet of event space. The Vets is comparatively small with under 6,000 square feet of event space and 2,275 seats, but it is similar in size to Springfield's Symphony Hall and a short walk from the convention center. The combined venues are impressive in size and can handle very large events.

Maryland

Due to size and national recognition, Baltimore is competitive on a national level. As such, it can target much larger shows and meetings than would be typically seen at regional centers.

Baltimore

The Baltimore Convention Center features over 380,000 square feet of space, including 300,000 square feet of exhibit space. It is capable of 50 individual meeting rooms and has a seating capacity of just over 12,000. It is quite a bit larger than the MassMutual Center; however, the facility is dated.

New York

The Innovation Group identified two regional competitors in both Albany and Syracuse.

Albany

The Albany Capital Center was constructed in 2017 as part of the Capital Complex. It features 55,000 square feet, only six meeting rooms, and a limited 25,000 square feet of exhibit space. The Capital complex is comprised of four venues: the Capital Center, Empire State Plaza Convention Center, Times Union Center, and The Egg Performing Arts Center. The Empire State Plaza Convention Center houses 26,000 square feet of exhibit space with an additional 14,000 square feet of meeting space and eight meeting rooms. Times Union Center is a 30,000 square foot arena with a 32,500 square foot concourse that can seat 15,000. The Egg has two theaters seating just under 1,500 people combined.

Syracuse

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The 215,000 square foot Onocenter Complex in Syracuse was constructed in 1992. Housing over 65,000 square feet of exhibit space and 22 meeting rooms the Complex can host over 21,000 attendees.

Vermont

The Innovation Group researched the New England area and identified Barre, Vermont as a regional competitor.

Barre

The Barre Civic Center is just under 55,000 square feet, features nine meeting rooms, and can host just around 2,000 attendees. It is a complex with three structures: the Alumni Hall Complex, a multipurpose gymnasium; the barre municipal auditorium; and the BOR Arena. The Civic Center primarily hosts agricultural events.

Maine

In the Maine market, The Innovation Group identified the city of Bangor as a regional competitor.

Bangor

Bangor is home to the Cross Insurance Center, a modest 50,000 square foot center with 18 meeting rooms and 40,000 square feet of exhibit space.

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CURRENT PERFORMANCE AND ANALYSIS

Current Performance

The total number of events hosted at MassMutual center has seen a 4% compound average growth rate from the fiscal year 2017 through 2019. The number of arena events in the same period has decreased, indicating that all the growth is in the convention center. Total event operating income saw a decrease in 2018, attributed to a sharp decline in operating income for the arena. The Innovation Group was able to source additional data on the financial performance of MassMutual Center from the MCCA, which indicated that total operating revenue for MassMutual Center has increased, from \$3.9 million in 2017 to over \$5.2 million in 2019. Over the same period operating profit has decreased, largely attributed to increased payroll expenses. The table below presents these numbers.

Table 13: MassMutual Center Financial Performance

		FY2017	FY2018	FY2019	CAGR FY17-FY19
Arena	Events	115	110	90	-12%
	%	52%	49%	38%	-15%
	Net Operating Income	\$1,215,406	\$757,228	\$999,442	-9%
	%	50%	36%	41%	-10%
	Attendance	265,361	214,480	-	
Convention Center	Events	106	113	148	18%
	%	48%	51%	62%	14%
	Net Operating Income	\$1,194,952	\$1,329,571	\$1,455,676	10%
	%	50%	64%	59%	9%
Total	Events	221	223	238	4%
	Gross Operating Revenue	\$3,927,424	\$4,203,786	\$5,261,951	16%
	Net Operating Income	\$2,410,358	\$2,086,799	\$2,455,118	1%

Source: MassMutual Center, MCCA Annual Reports, The Innovation Group

CVB Coordination and Marketing Budget

Advertising and marketing of a convention center can be an important factor in both developing and sustaining the meeting and convention landscape for a destination. Communication with meeting and convention planners, both through direct and indirect marketing channels has importance for both established and blossoming convention centers. Often a CVB's budget will play a critical role in its ability to effectively advertise to potential planners, which in turn may help to increase business in the region. For this reason, The Innovation Group has examined the regional competitive landscape's CVB budgets where available. As a note, several CVBs choose not to share their budgetary information as a result of the public/private mix of their enterprises.

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Table 14: FY 2017 CVB Budget

	Budget (MM)	Budget per capita	Budget/ Accommodation Businesses
Springfield, MA	\$1.00	\$1.58	\$6,944.44
Hartford, CT (CTCSB)	\$0.45	\$0.37	\$1,704.55
Providence, RI	\$4.01	\$2.46	\$7,761.63
Albany, NY	\$1.57	\$1.77	\$5,943.15
Syracuse, NY	\$1.91	\$2.93	\$8,059.07
Bangor, ME	\$0.06	\$0.40	\$645.16

Source: Various City/Count/State CVBs, The Innovation Group

As the chart shows, FY2017 CVB budgets ranged from \$60,000 in Bangor to more than \$8 million in Syracuse. Hartford, CT does not have a CVB, however the state's Convention and Sports Bureau allocates a portion of its budget to Hartford. As CVBs are sometimes funded by different tax revenue streams, the funds available often are in flux. In addition, cities that place less emphasis on tourism often have smaller CVB budgets than cities that actively promote their tourism industry.

To account for the relationship between CVB budget and tax revenue, we normalized the budget amounts by statistical area population and by the number of businesses in the accommodation industry (NAICS 721). In both cases, we find Springfield lagging behind its competitors. We also note that Hartford and the CTCC have hired a consultant and are exploring the development of a CVB specifically geared toward marketing Hartford and the CTCC³.

Greater Springfield Marketing Leads

Data on leads generated for MassMutual Center reveal the number of leads generated has grown 3.8% annually over the last six years. Growth is driven by WesternMass, the Greater Springfield CVB, which could be a result of steadily increased funding, effort, or systematic changes that have occurred over time. We expect an expanded CVB budget could increase lead generation and in turn conversions.

³ <https://crdact.net/wp-content/uploads/2019/09/9192019-JohnsonStudy-BoardPresentation.pdf>

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Table 15: Greater Springfield Annual Leads Generated

	MMC	GSCVB	Total	% MMC	MMC Avg/Month	GSCVB Avg/Month
FY2012	39	50	89	44%	3.3	4.2
FY2013	39	41	80	49%	3.3	3.4
FY2014	29	94	123	24%	2.4	7.8
FY2015	38	72	110	35%	3.2	6.0
FY2016	45	72	117	39%	3.8	6.0
FY2017	35	72	107	33%	2.9	6.0
C.A.G.R.	-2.1%	7.6%	3.8%			

Source: Greater Springfield CVB

Market Position

Within Portfolio Performance

MassMutual Center is owned by the Massachusetts Convention Center Authority (MCCA), which also owns the Boston Convention & Exhibit Center (BCEC), and the Hynes Convention Center. Using data from MCCA, The Innovation Group researched operating revenue per square foot for each venue and total operating revenue for each property. Our findings are summarized in the chart below. Compared to other properties owned by MCCA, MassMutual Center does not perform as well, averaging only 4.3% of the Authority's annual convention facility revenue despite representing 8.9% of its meeting space. That said, both the Boston Convention & Exhibit Center and the Hynes Convention Center are located in the Boston area, and their premium location is partially driving the performance disparity. Out of the three facilities, MassMutual Center has experienced the fastest growth in revenue per square foot over the last three years, growing on average 8.6% annually.

Table 16: MCCA Gross Revenue per Square Foot by Facility

Venue	Square feet	2016	2017	2018	C.A.G.R.
MassMutual Center	100,000	\$24.57	\$24.37	\$28.98	8.6%
BCEC	707,423	\$56.89	\$55.66	\$59.47	2.2%
Hynes	314,963	\$49.88	\$57.48	\$57.38	7.3%
Total	1,122,386	\$52.04	\$53.38	\$56.17	3.9%

Source: Convention Center Annual Reports, Cvents, Company Websites, The Innovation Group

Comparable Convention Centers

To understand MassMutual Center's position in the regional convention market, The Innovation Group compiled data on other comparable convention centers in the northeast that offer meeting

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space and exhibit space. For our sample, we specifically evaluated state and government-run facilities in New England. The chart below summarizes the revenue, and size of centers in our sample. The Rhode Island Convention Center Authority is omitted, as its reports aggregate revenue for the RICC, Dunkin Donuts Center, and the Vets.

We measured revenue per square foot to normalize data for comparable analysis. The MMC is vastly underperforming the CTCC, its closest competitor, on a gross revenue and gross revenue per square foot basis. We also note that Hartford is looking toward making improvements to grow its share of regional convention and event revenue, which has the potential to further disadvantage the MCC.

Table 17: Revenue per square foot Comparable Analysis (FY2017)

	Revenue (\$MM)	Square Footage	Gross Rev/Sqft
MassMutual Center	\$2.44	100,000	\$24.37
Albany	\$1.03	55,000	\$18.72
Connecticut (CTCC)	\$10.57	225,000	\$46.96
Average	\$4.68	126,667	\$30.02

Source: Convention Center Annual Reports, Cvents, Company Websites, The Innovation Group

National Comparable Meeting Spaces

In addition to the comparable spaces within New England, The Innovation Group examined casino resorts in the United States that offer meeting space. While not technically attached to a casino, MassMutual Center's proximity to MGM Springfield means the facility may behave similarly to casino-attached meeting spaces. For confidentiality purposes, the names of the facilities within the following table have been removed to ensure anonymity. In the following table, "N.A." refers to a Native American owned/operated facility.

We measured revenue per square foot to normalize data for comparable analysis. Total revenues for the casino resort comparables include gaming revenue from attendees, but these figures give a sense of the revenue opportunity available by future integration of the MMC and MGM Springfield properties. Casino properties see around three times the revenue per square foot in their event and convention spaces versus the revenue currently being attributed to the MMC.

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Table 18: National Comparable Meeting Space Visitation and Revenue

	Total Sq Ft	Attendance	Rev (000s)	Rev/SqFt
Midwest N.A. Casino Resort	18,910	26,031	\$1,394.90	\$73.77
Midwest N.A. Casino Resort	25,368	93,750	\$3,219.40	\$126.91
Midwest N.A. Casino Resort	46,689	102,903	\$5,159.40	\$110.51
Large-scale Western US N.A. Hotel & Casino	38,700	132,499	\$3,200.00	\$82.69
Large-scale Atlantic City	80,000	33,629	\$2,849.20	\$35.62
Average	41,933	77,762	\$3,164.58	\$85.90
MassMutual Center	100,000		\$3,927.40	\$24.37

Source: Convention Center Websites, ICCA, Company Websites, GGA 2014, The Innovation Group

[1] Revenue per square foot is sourced from MCCA annual reports

Local Competition

The Connecticut Convention Center in Hartford, CT is the closest competitor to MassMutual Center. Both are serviced by the Bradley International Airport. Given their proximity, we presume macroeconomic trends will impact both facilities similarly and provide a clean comparison of MassMutual's performance. MassMutual Center earns just under half the Connecticut Convention Center on a revenue and revenue per square foot basis. The Connecticut Convention Center attributed more than 31,000 hotel room nights to its convention visitation, while MassMutual Center business generated 5,646 hotel room nights in fiscal year 2019. The Connecticut Convention Center has also hired a consultant to evaluate and improve the facility, marketing, and increase market share, meaning they will become even more competitive.

Table 19: MassMutual Center and Connecticut Convention Center Comparison (2018)

	Connecticut Convention Center	MassMutual Center
Gross Operating Revenue	\$10,833,470	\$4,203,786
Square Footage	225,000	100,000
Revenue/Sqft	\$48.15	\$28.98
Events	161	223

Source: Convention Center Annual Reports, Cvents, Company Websites, The Innovation Group

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RECOMMENDATIONS

Based on our research into the national and regional convention industry as well as a comparative analysis of MassMutual Center's performance to its regional competitive set, we believe that the MassMutual Center performs average for the region. However, we believe that there is opportunity for improvement in regard to market share and increased regional business; we recommend the following areas of future research:

- Determine how current market hotel supply impacts MassMutual's performance. If low market hotel supply is hindering performance, assess the availability of creative alternatives, such as establishing partnerships with vacation rental sites like Airbnb, which has developed a separate program aimed at serving business travelers
- Assess the suitability of physical plant of the facility in satisfying the needs of existing and future meeting, convention, expo, and SMERF demand
- Identify enhancements to better align physical plant with broader market potential (including breakout meeting space, additional storage, ground floor activation, etc.)
- Enhanced physical linkages and programmatic overlap and collaboration with MGM, as well as surrounding area economic development (restaurants, retail, attractions beyond just MGM) to attract and serve broader convention market
- Assess management and ownership structure identifying any obstacles to maximizing performance
- Coordination and interface with MGM to leverage casino complex and MGM commitment to underwrite major events at MMC/Symphony Center (limited 5-year commitment with less than four years remaining)
- Range of new incentives, assistance, and offerings to enhance convention packages
- Target markets for attracting additional meetings and conventions to the MMC
- Structure and effectiveness of sales, budget, and outreach
- Marketing plan and outreach strategies
- Forecast convention demand and overall economic impact if Westover Airport expanded operations
- Review transportation options between Bradley International Airport and Springfield and recommend improvements to compete with Hartford
- Determine whether MassMutual's position as the lone casino-adjacent casino center in the regional competitive set is being properly marketed and monetized. Additionally, evaluate to what extent casino activity is cannibalizing commercial activity in the convention center

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DISCLAIMER

Certain information included in this report contains forward-looking estimates, projections and/or statements. The Innovation Group has based these projections, estimates and/or statements on our current expectations about future events. These forward-looking items include statements that reflect our existing beliefs and knowledge regarding the operating environment, existing trends, existing plans, objectives, goals, expectations, anticipations, results of operations, future performance and business plans.

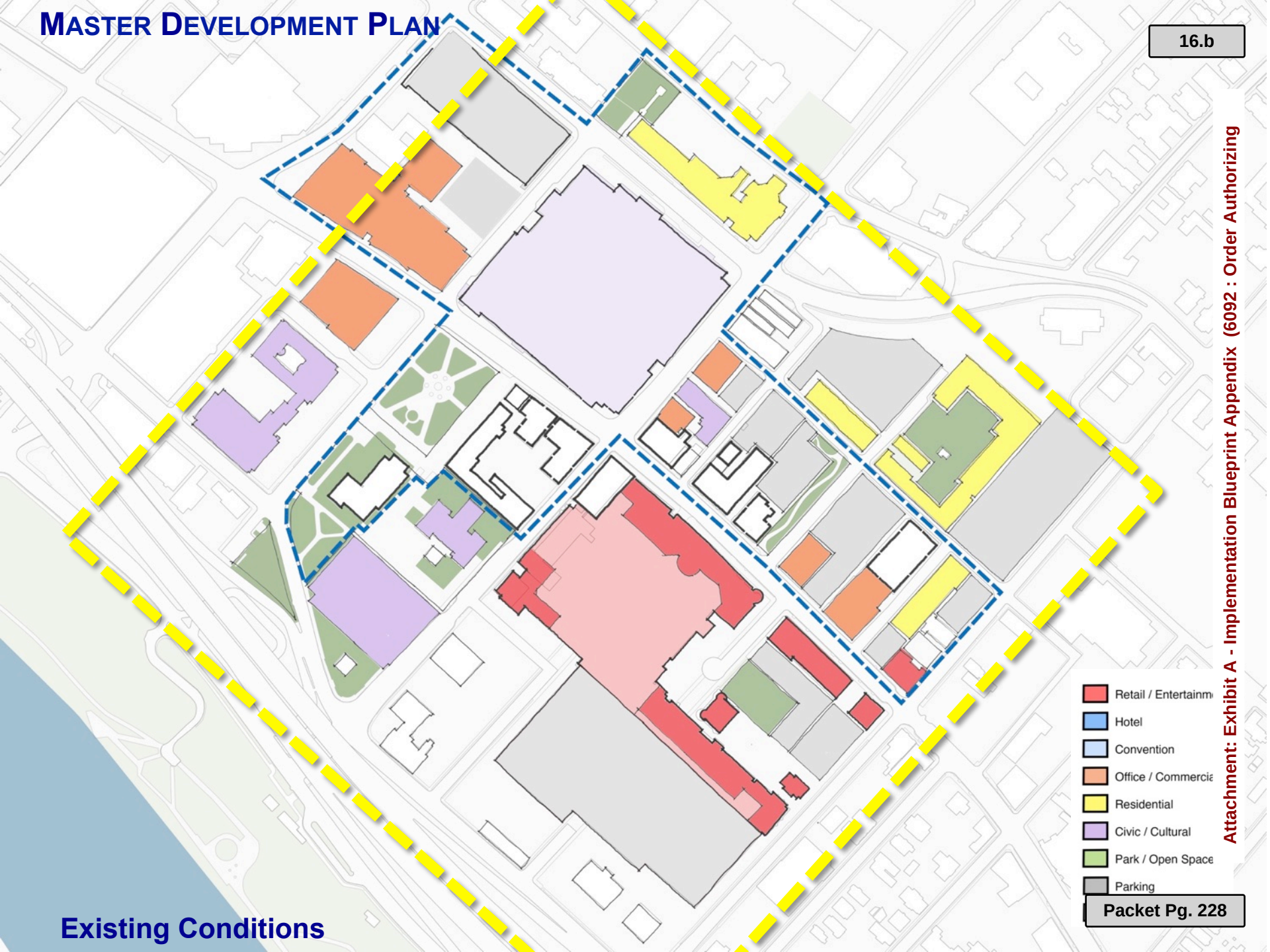
Further, statements that include the words "may," "could," "should," "would," "believe," "expect," "anticipate," "estimate," "intend," "plan," "project," or other words or expressions of similar meaning have been utilized. These statements reflect our judgment on the date they are made and we undertake no duty to update such statements in the future.

Although we believe that the expectations in these reports are reasonable, any or all of the estimates or projections in this report may prove to be incorrect. To the extent possible, we have attempted to verify and confirm estimates and assumptions used in this analysis. However, some assumptions inevitably will not materialize as a result of inaccurate assumptions or as a consequence of known or unknown risks and uncertainties and unanticipated events and circumstances, which may occur. Consequently, actual results achieved during the period covered by our analysis will vary from our estimates and the variations may be material. As such, The Innovation Group accepts no liability in relation to the estimates provided herein.

THE IMPLEMENTATION BLUEPRINT

MASTER DEVELOPMENT PLAN: PHASE ONE INITIATIVES

D. Master Development Plan Illustrative Package

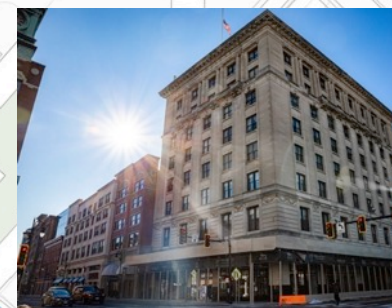
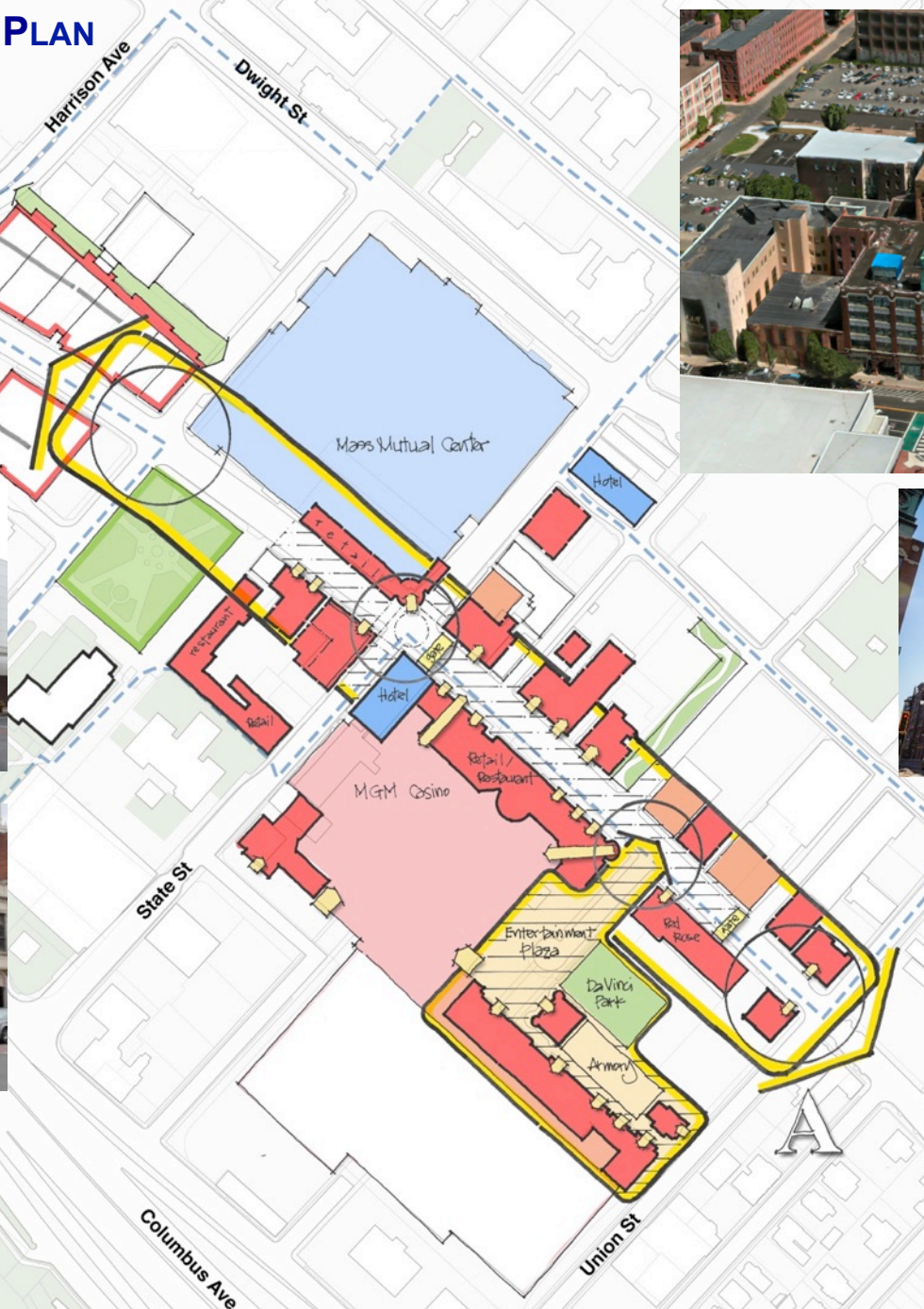


- Retail / Entertainment
- Hotel
- Convention
- Office / Commercial
- Residential
- Civic / Cultural
- Park / Open Space
- Parking

MASTER DEVELOPMENT PLAN

16.b

Attachment: Exhibit A - Implementation Blueprint Appendix (6092 : Order Authorizing



Packet Pg. 229

MASTER DEVELOPMENT PLAN

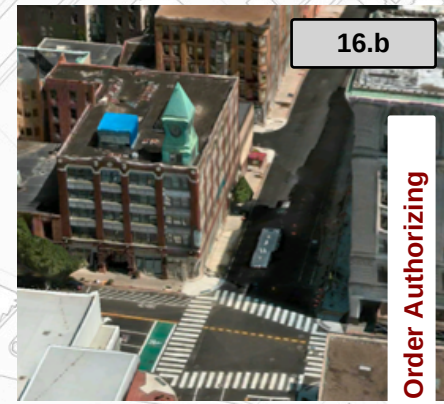
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B Court Square Reactivation

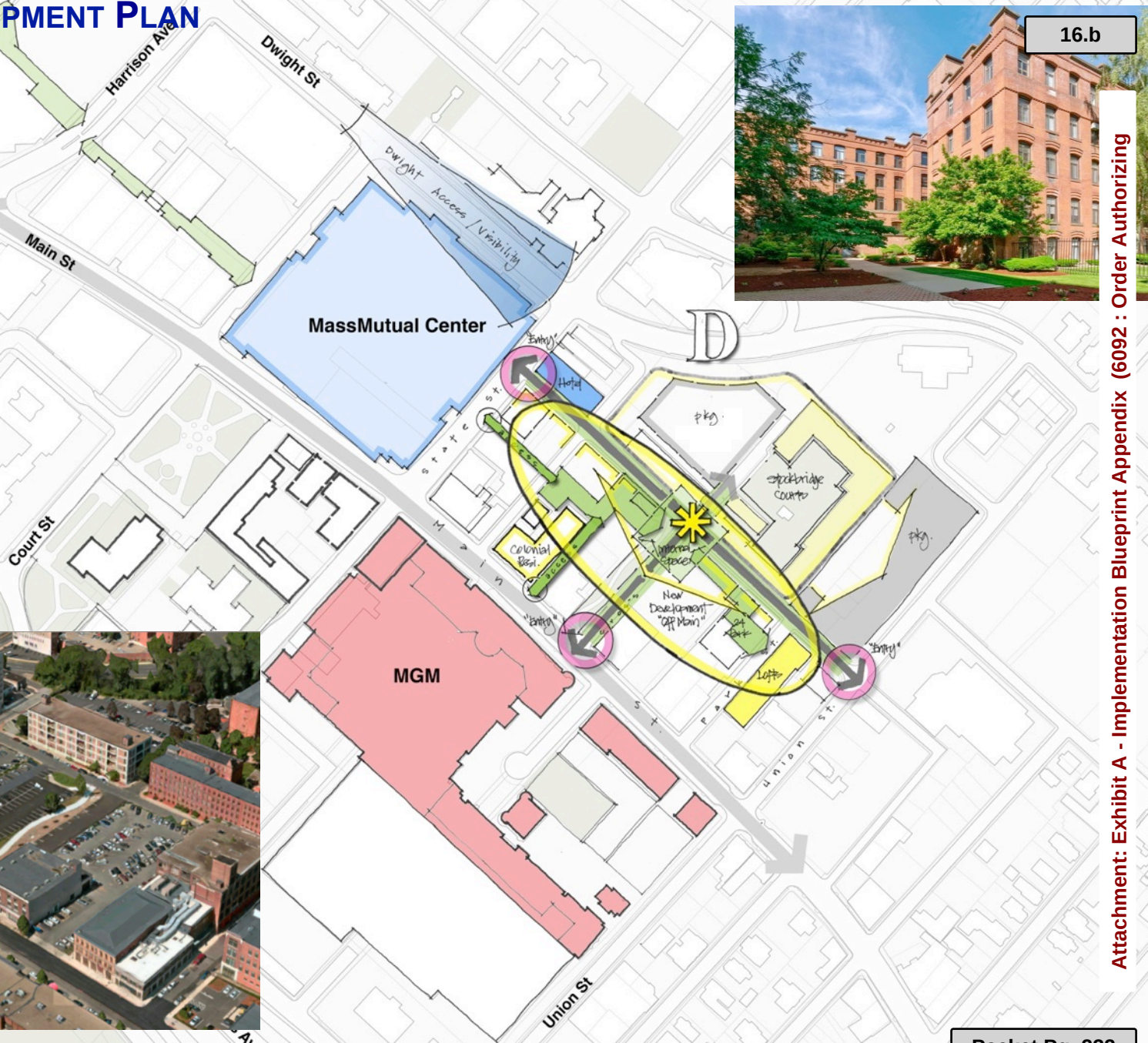


C MassMutual Center Complex



Attachment: Exhibit A - Implementation Blueprint Appendix (6092 : Order Authorizing

MASTER DEVELOPMENT PLAN



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Attachment: Exhibit A - Implementation Blueprint Appendix (6092 : Order Authorizing

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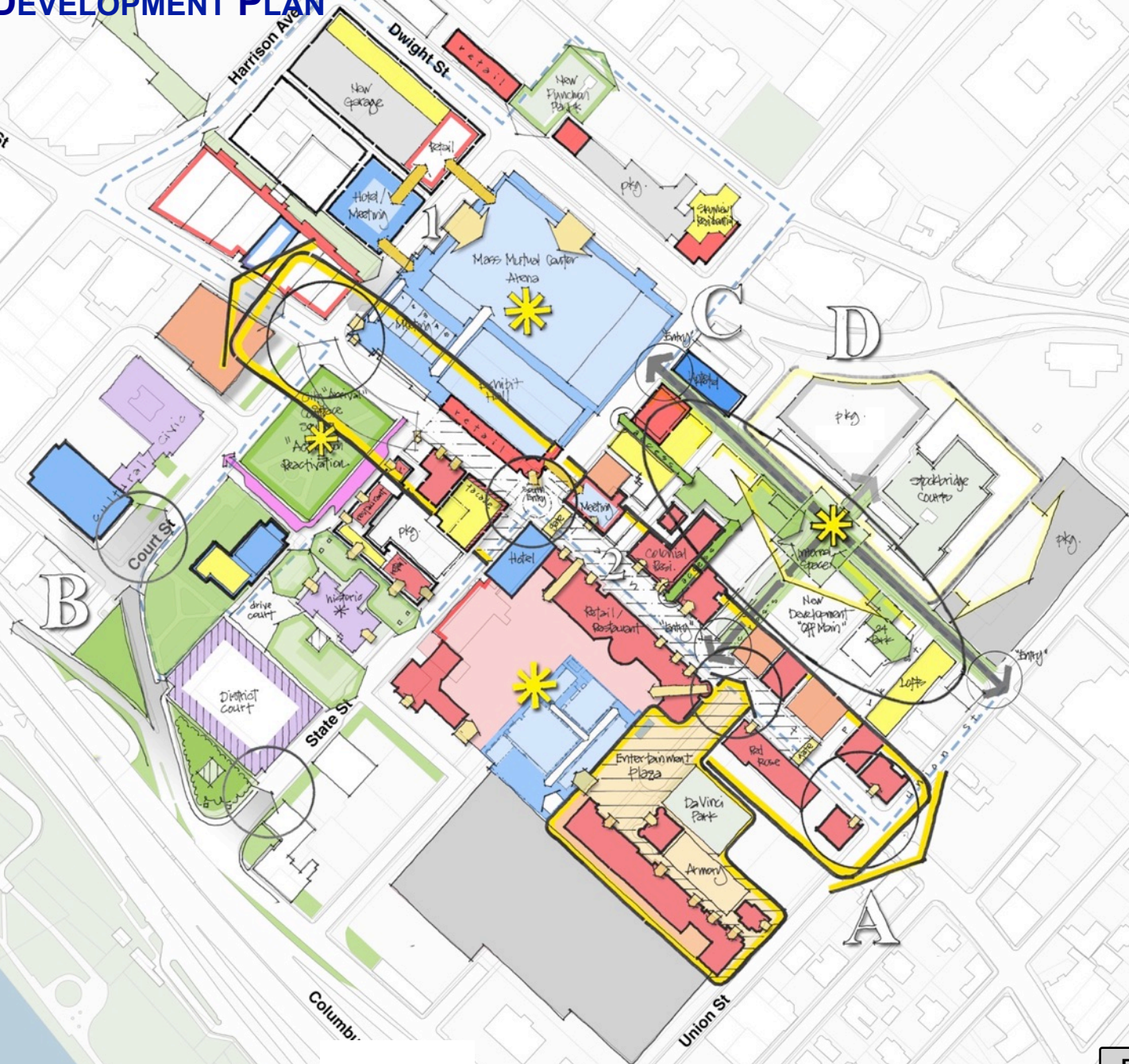
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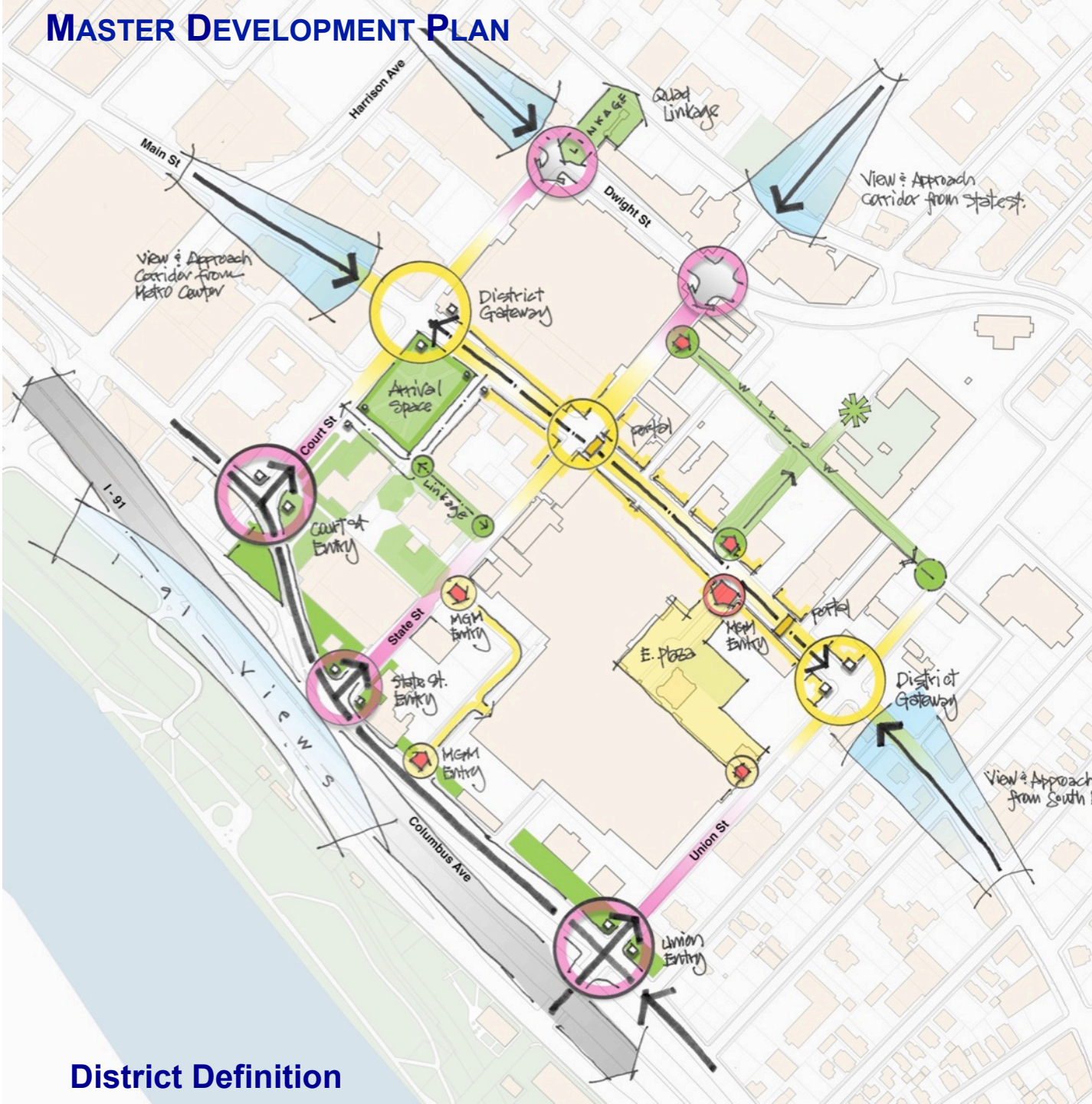
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MASTER DEVELOPMENT PLAN

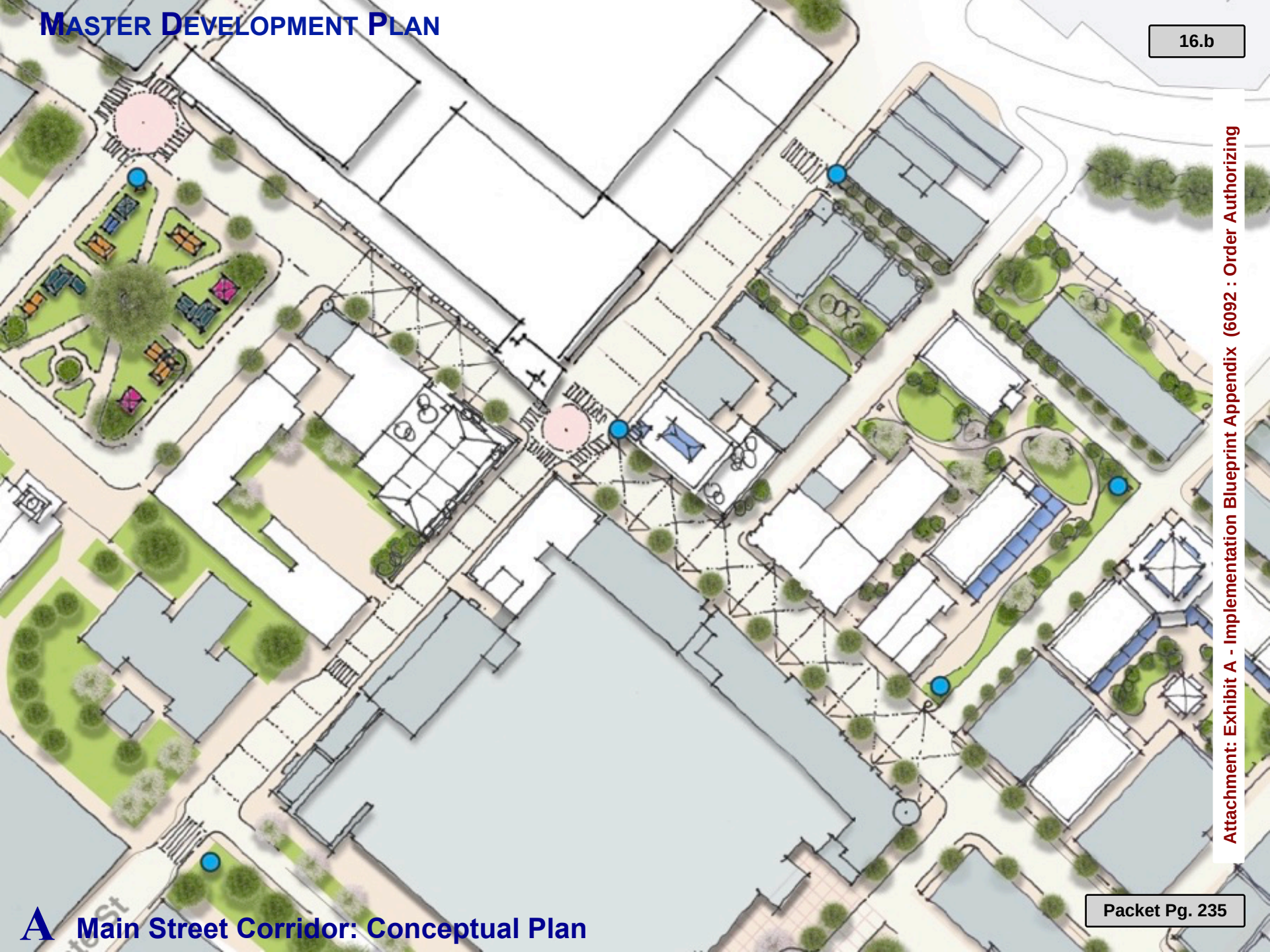


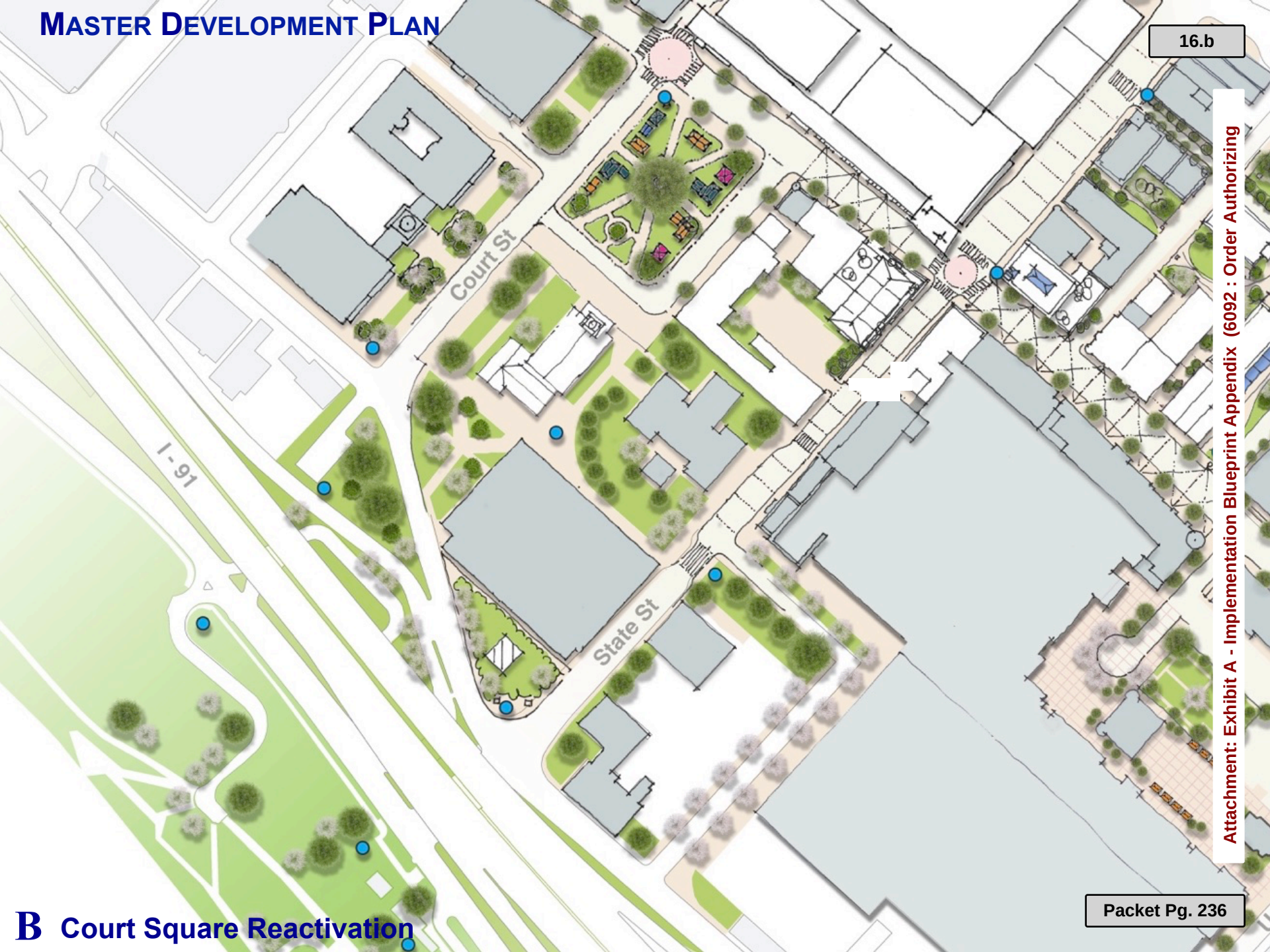
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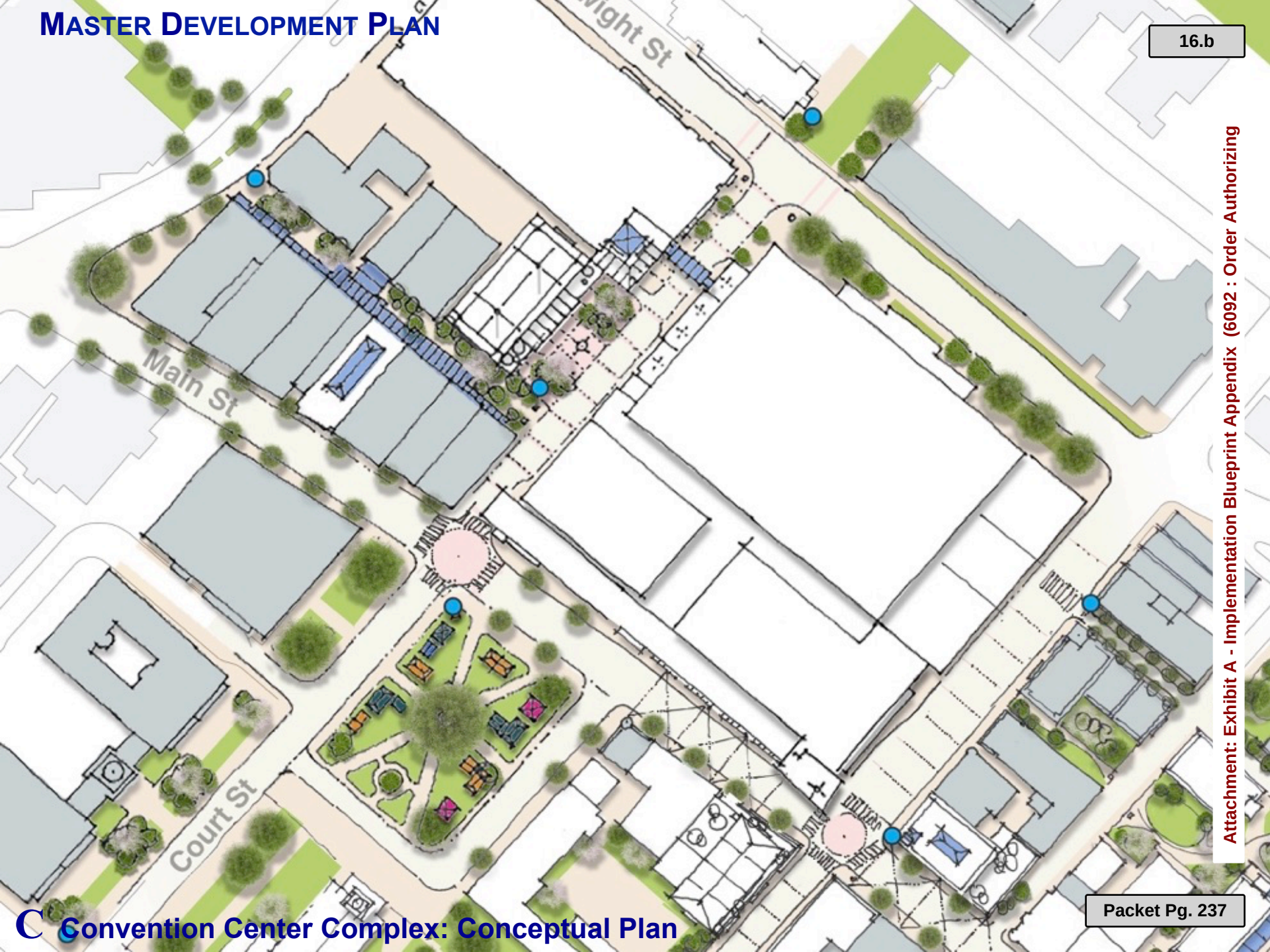
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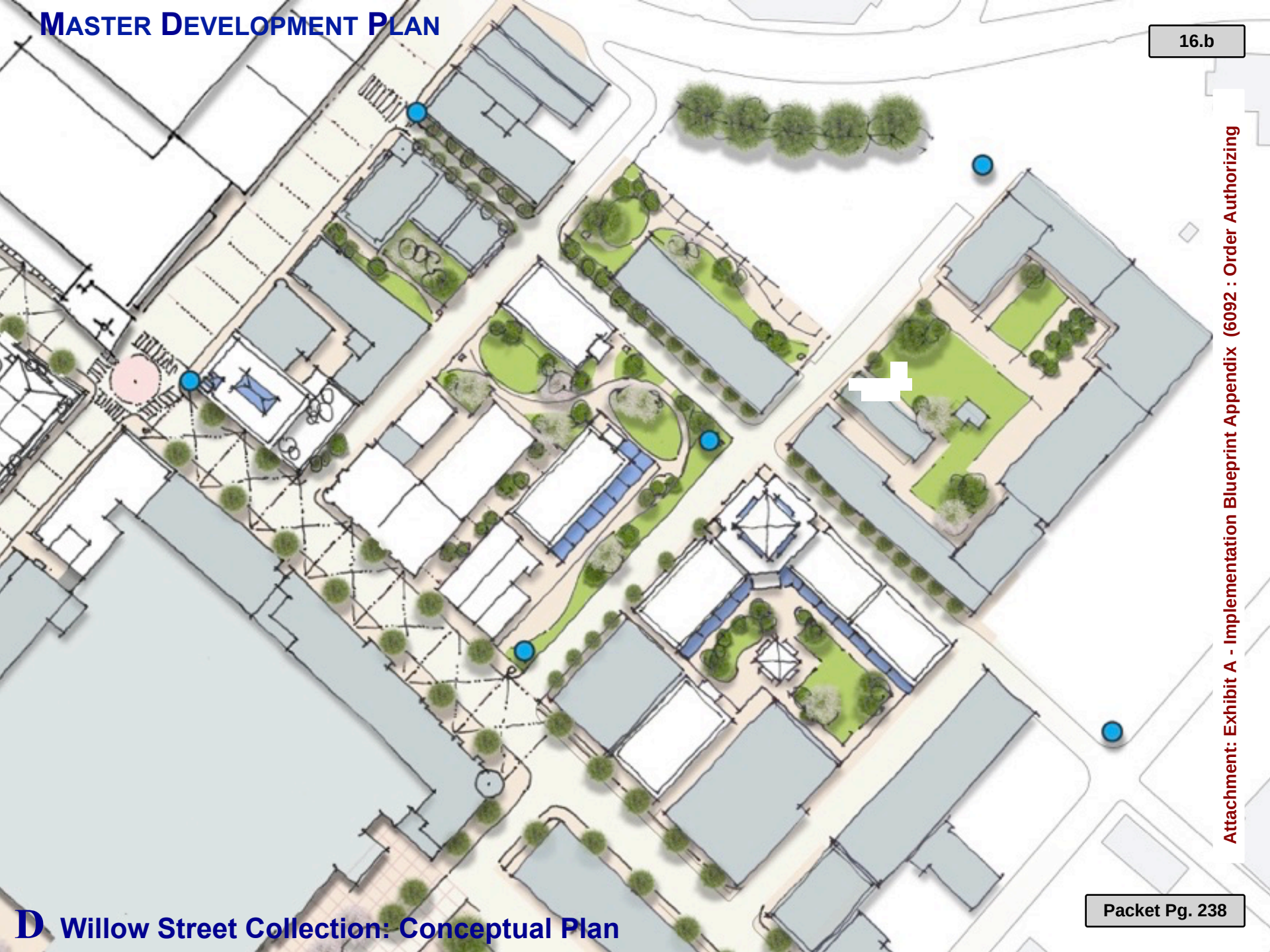


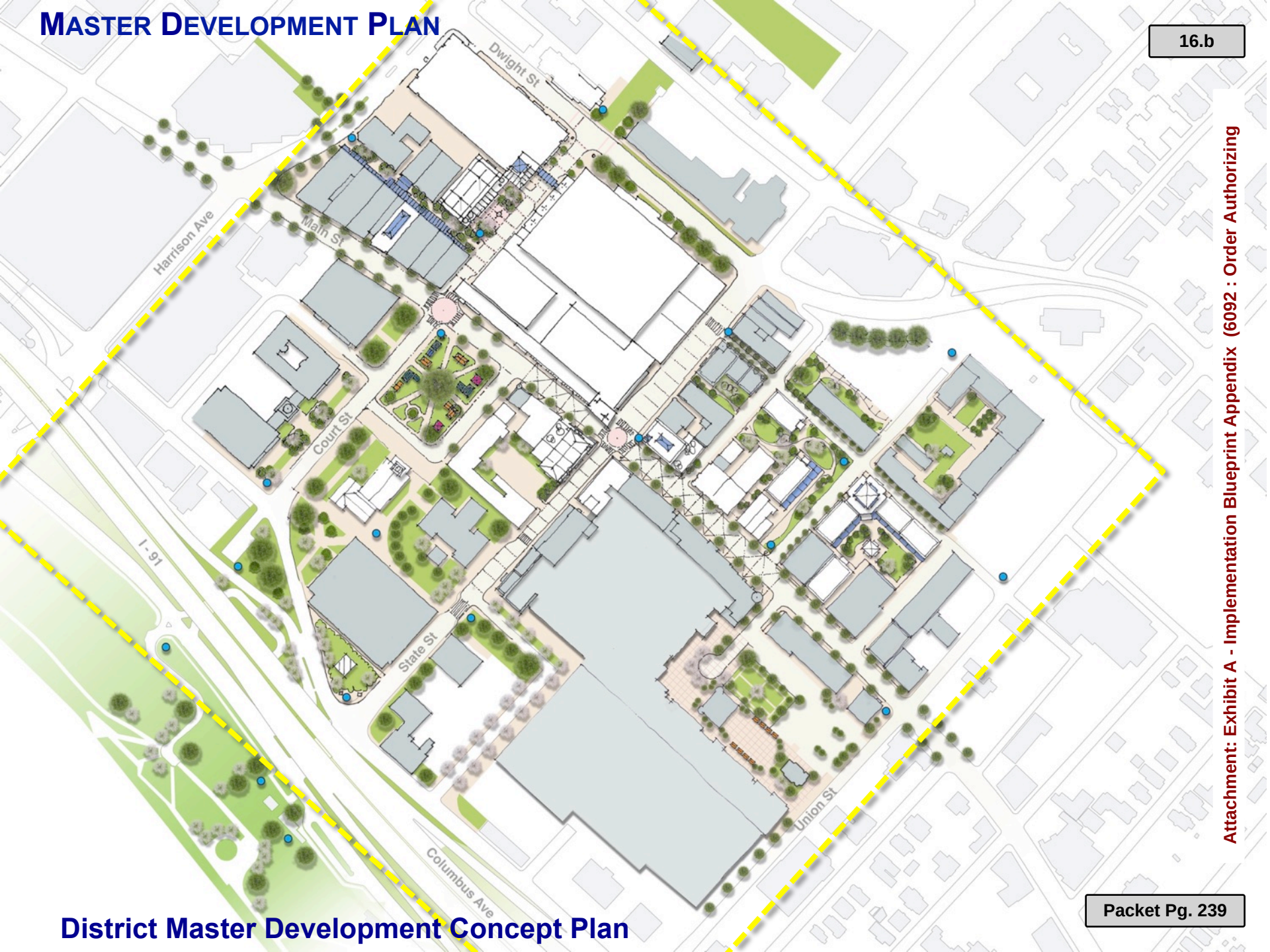
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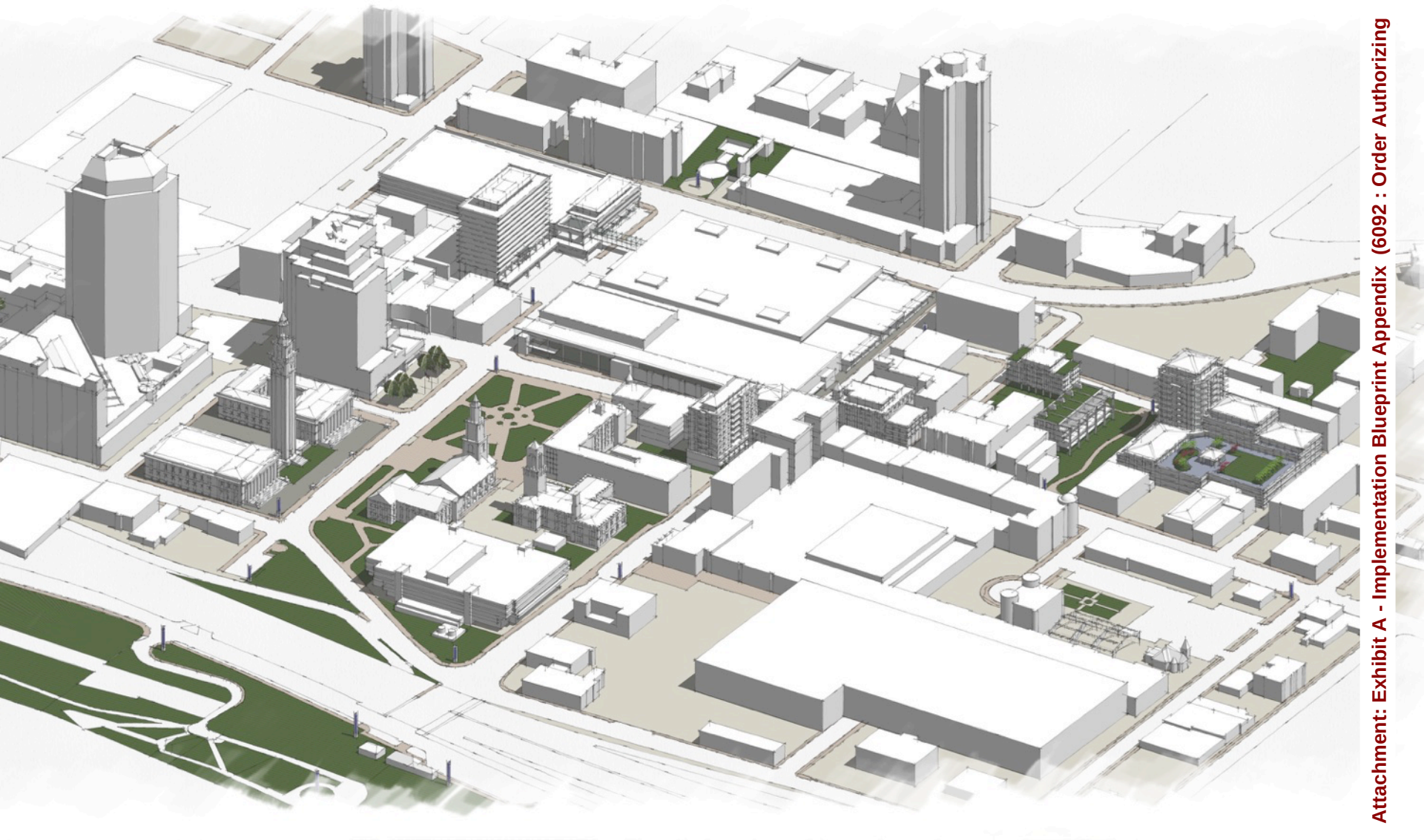




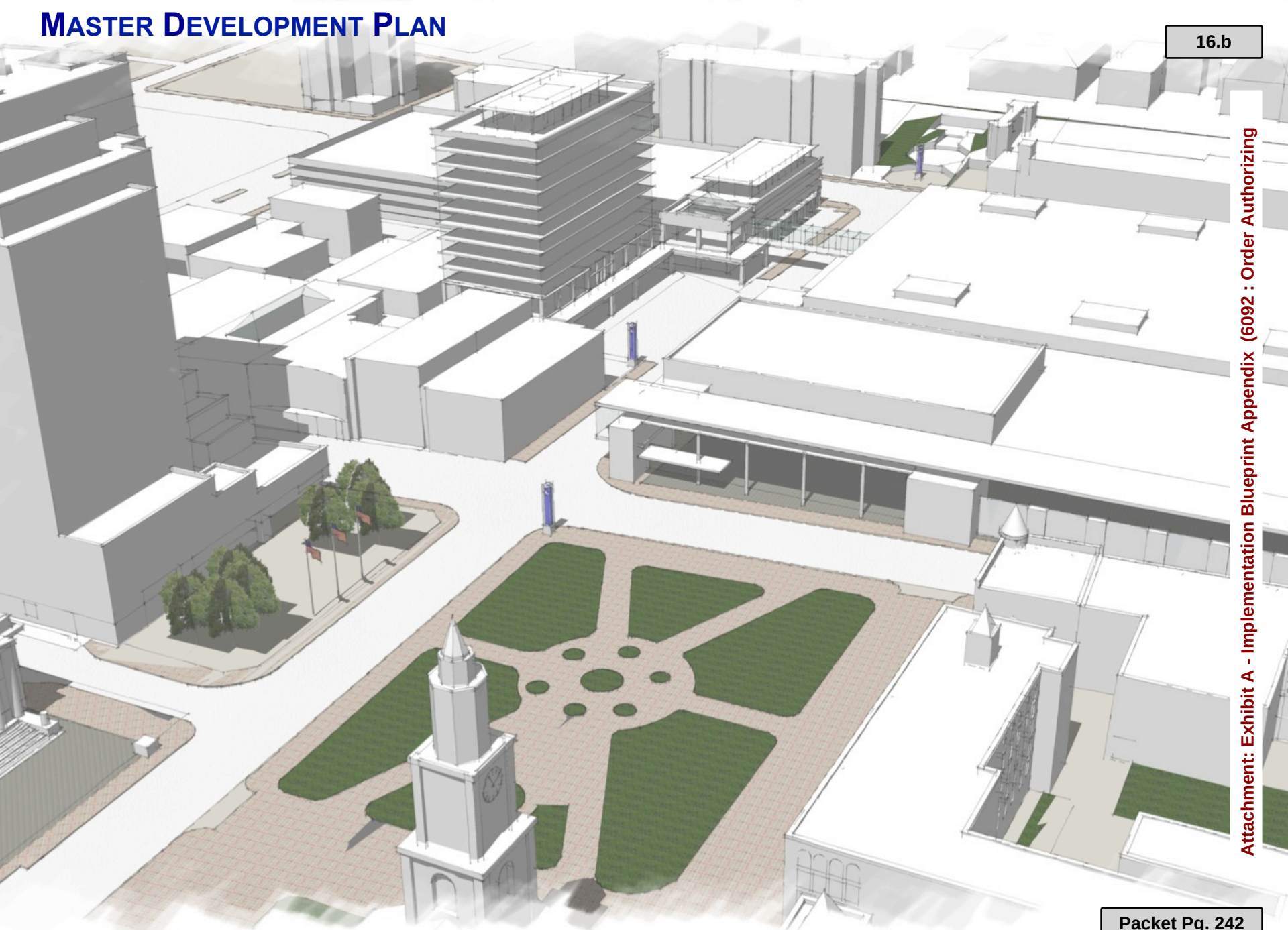


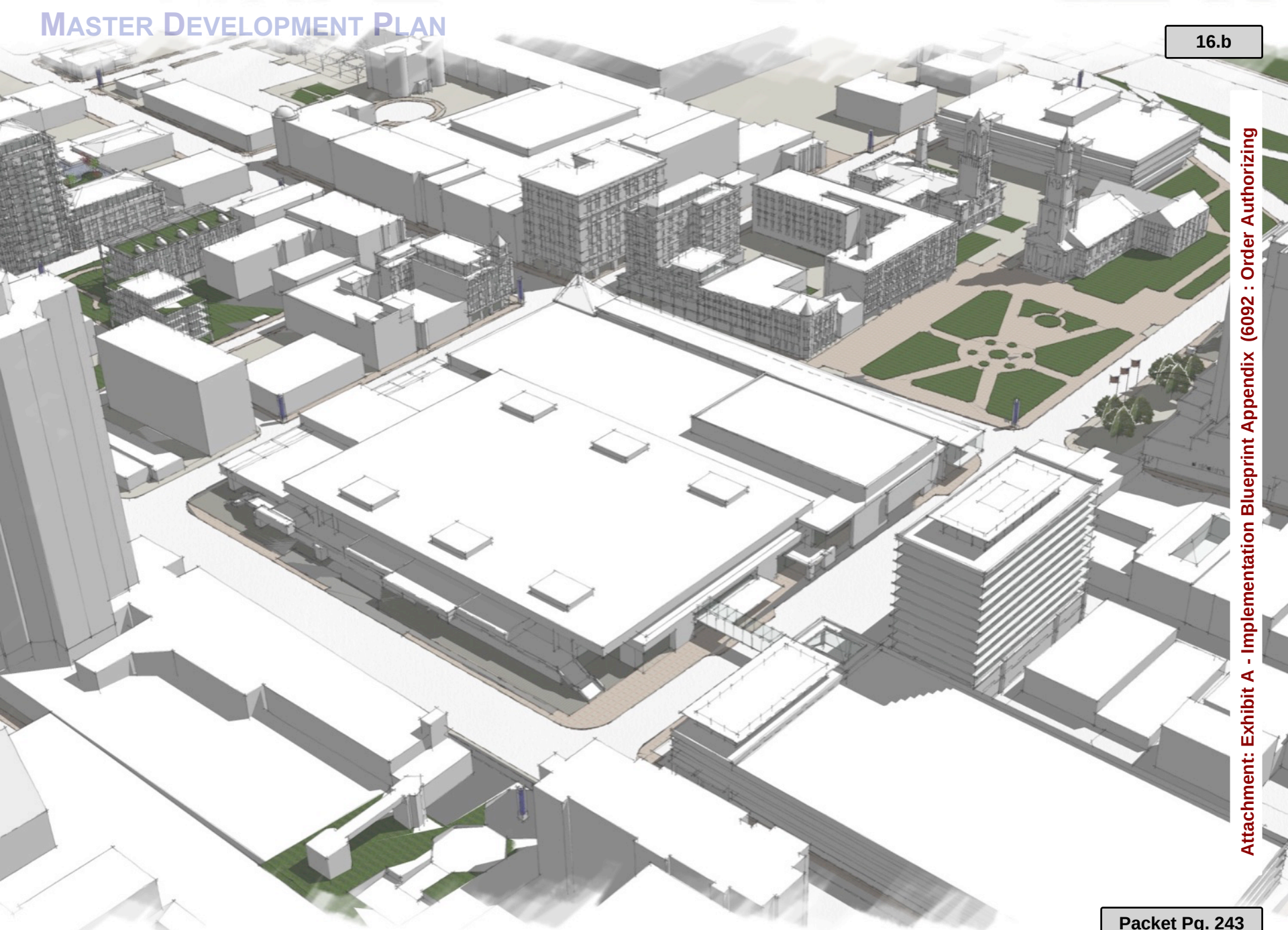




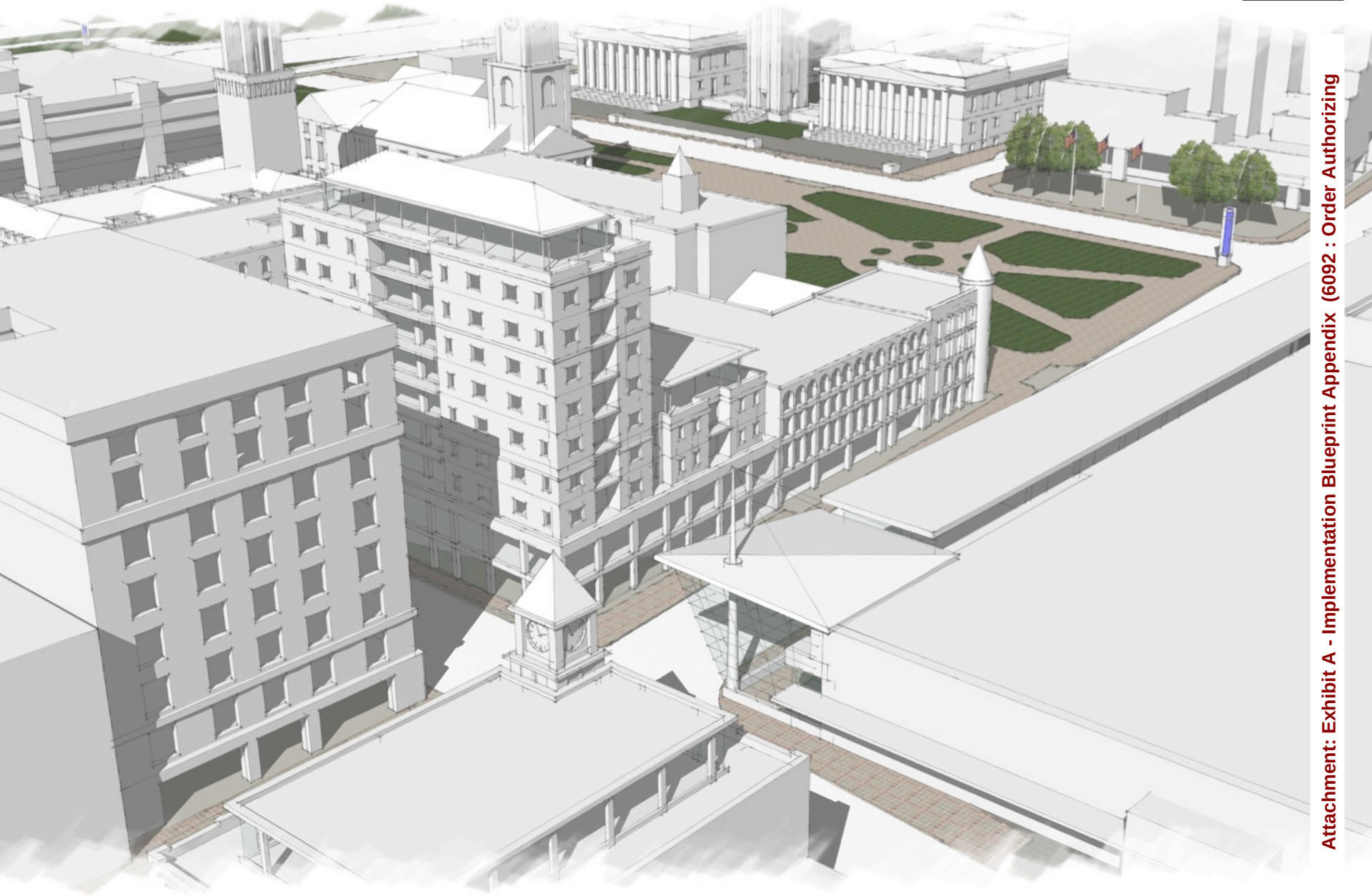








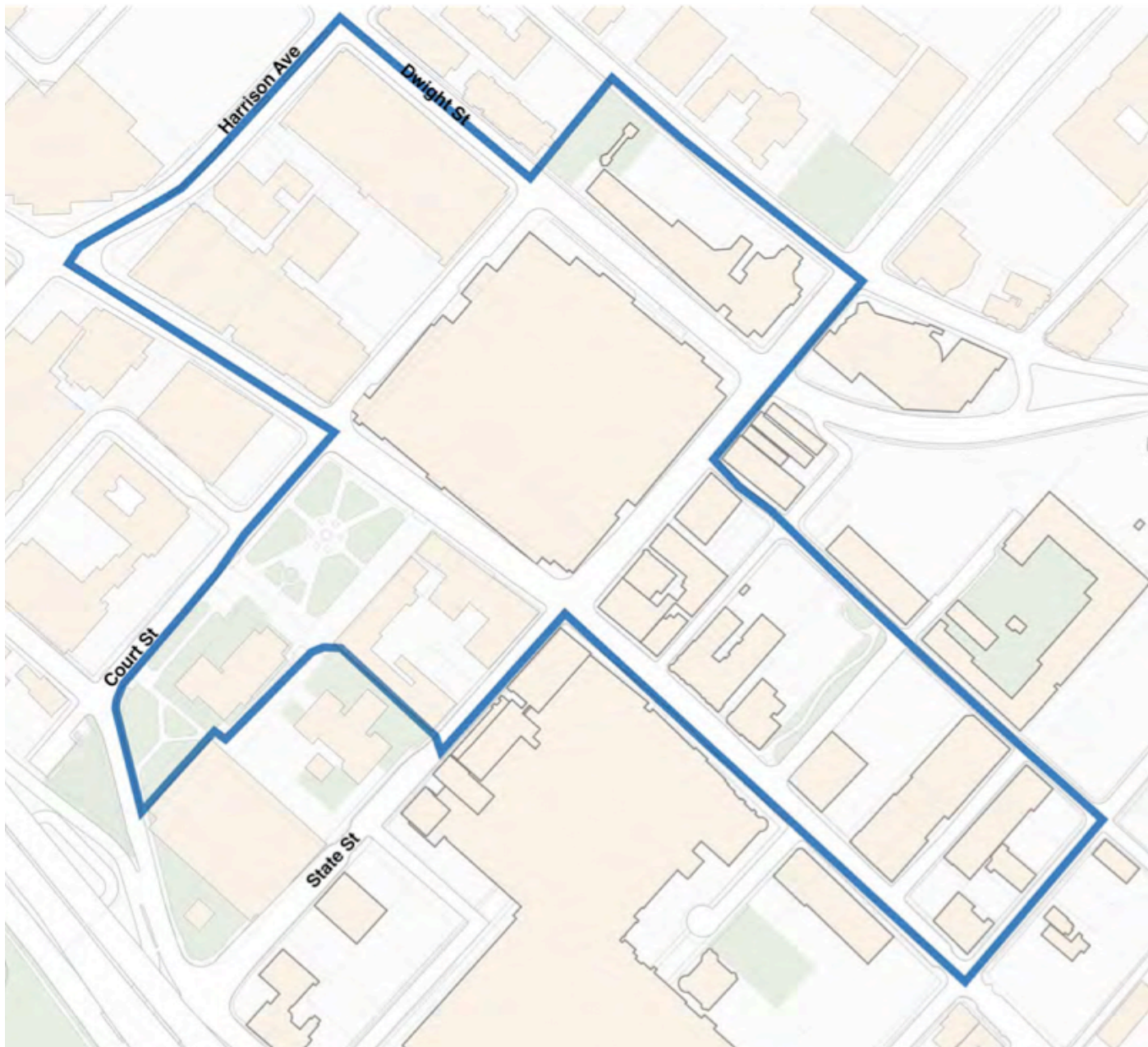






Attachment: Exhibit A - Implementation Blueprint Appendix (6092 : Order Authorizing







City Council

SCHEDULED

Meeting: 03/08/21 07:00 PM
Initiator: Robert Shewchuk
Sponsors: Mayor Domenic J. Sarno
DOC ID: 6090

17

Order of Taking of Land Easements for the Intersection Improvement Project at Cottage Street at Robbins Road and Industry Avenue (Mayor Sarno)

IT IS ORDERED THAT the City Council, acting pursuant to Mass. General Laws Chapter 43, Section 30, and Mass. General Laws Chapter 79, upon the request of the Department of Public Works, does hereby take by eminent domain in the name and on behalf of the said City of Springfield, Fifteen (15) Temporary Easements (Parcels TE-2, TE-4, TE-5, TE-7, TE-9, TE-13, TE-15, TE-16, TE-17, TE-18, TE-19, TE-21, TE-22, and TE-23); in the City of Springfield, for purposes of obtaining the necessary land, access and rights of way for the construction and maintenance of roadway and related improvements for the " *Intersection Improvement Project at Cottage Street at Robbins Road and Industry Avenue* " ("Project"), including road and sidewalk construction and improvements, grading, driveway grading and paving, drainage, paved drainage waterway, and related improvements. The affected parcels are located on Cottage Street, Robbins Road, and Industry Avenue, in Springfield, MA.

An appropriation of money has been duly made for this purpose by an Order approved by the City Council on this date.

Such temporary easements are taken together with all rights therein, both legal and equitable, including all privileges, appurtenances, restrictions, conditions, and all estates and rights of reverter, together with all trees upon said land and improvements, but excluding commercial signs, affixed to said land, excepting easements, rights, and interests specifically reserved herein.

The Temporary Easements described in this Order are shown on a set of Plans entitled "*Intersection Improvement Project Cottage Street at Robbins Rd/Industry Ave*", dated October 13, 2020 by VHB, on file with the Hampden County Registry of Deeds at Book of Plans _____, Pages _____ ("Plans"), and the temporary construction easements are shown on the Plans of the same name on file with the Engineering Department of the City of Springfield Department of Public Works, 70 Tapley Street, Springfield, MA.

The property rights to be taken are described below:

SECTION I - TEMPORARY CONSTRUCTION EASEMENTS:

The City is taking the following temporary construction easements for purposes of obtaining the necessary land, access and rights of way for the construction and maintenance of roadway and related improvements for Project, including road and sidewalk construction and improvements, grading, driveway grading and paving, drainage, paved drainage waterway, and related improvements as described in the Plans. *Such temporary construction easements are temporary in nature and are to be in effect from five (5) years from date of recording of this instrument, or until the construction of the Project is completed, whichever occurs first.*

Although said parcels are described as belonging to the named owner, the ownership of said parcel is stated herein only insofar as said ownership is known or has been determined by the City Council, and accordingly, is so stated and shown only as a matter of information and belief.

That said temporary construction easements (“TE”) are taken over the parcels of land which are described below and are shown on the aforementioned Plans:

Parcel TE-02: A parcel of land located at 246 Cottage Street in the City of Springfield, in Hampden County, Massachusetts, owned by Pride Plazas Inc., consisting of approximately 4,898 square feet, 0.112 acres, from approximately Station 102+82 on the Cottage Street Construction Baseline to approximately Station 305+27 on the Robbins Road Construction Baseline, and shown as TE-2 on the above-referenced Right of Way plans on file with the DPW Engineering Division.

Parcel TE-04: A parcel of land located at 315 Cottage Street in the City of Springfield, in Hampden County, Massachusetts, owned by Cottage Hill Church, consisting of approximately 328 square feet, 0.008 acres, from approximately Station 108+93 to Station 109+60 on the Cottage Street Construction Baseline, and shown as TE-4 on the above-referenced Right of Way plans on file with the DPW Engineering Division.

Parcel TE-05: A parcel of land located at 243 Cottage Street in the City of Springfield, in Hampden County, Massachusetts, owned by ES Industrial LLC, consisting of approximately 5,184 square feet, 0.119 acres, from approximately Station 100+00 on the Cottage Street Construction Baseline to approximately Station 202+21 on the Industry Avenue Construction Baseline, and shown as TE-5 on the above-referenced Right of Way plans on file with the DPW Engineering Division.

Parcel TE-07: A parcel of land located at 276 Cottage Street in the City of Springfield, in Hampden County, Massachusetts, owned by Omicron Investments LLC, consisting of approximately 3,371 square feet, 0.077 acres, from approximately Station 303+46 on the Robbins Road Construction Baseline to approximately Station 108+21 on the Cottage Street Construction Baseline, and shown as TE-7 on the above-referenced Right of Way plans on file with the DPW Engineering Division.

Parcel TE-09: A parcel of land located at E S Robbins Road in the City of Springfield, in Hampden County, Massachusetts, owned by Robert L. & Roberta B. Bolduc, consisting of approximately 1,459 square feet, 0.033 acres, from approximately Station 303+46 to Station 305+55 on the Robbins Road Construction Baseline, and shown as TE-9 on the above-referenced Right of Way plans on file with the DPW Engineering Division.

Parcel TE-13: A parcel of land located at 281 Cottage Street in the City of Springfield, in Hampden County, Massachusetts, owned by 1626 Bay Street LLC, consisting of approximately 321 square feet, 0.007 acres, from approximately Station 108+30 to Station 108+95 on the Cottage Street Construction Baseline, and shown as TE-13 on the above-referenced Right of Way plans on file with the DPW Engineering Division.

Parcel TE-15: A parcel of land located at 275 Cottage Street in the City of Springfield, in Hampden County, Massachusetts, owned by Shea Family Holdings, LLC, consisting of approximately 392 square feet, 0.009 acres, from approximately Station 204+98 to Station 205+66 on the Industry Avenue Construction Baseline, and shown as TE-15 on the above-referenced Right of Way plans on file with the DPW Engineering Division.

Parcel TE-16: A parcel of land located at E S Industry Avenue in the City of Springfield, in Hampden County, Massachusetts, owned by Memorial Development Corp, consisting of approximately 555 square feet, 0.013 acres, from approximately Station 204+18 to Station 205+02 on the Industry Avenue Construction Baseline, and shown as TE-16 on the above-referenced Right of Way plans on file with the DPW Engineering Division.

Parcel TE-17: A parcel of land located at 25 Industry Avenue in the City of Springfield, in Hampden County, Massachusetts, owned by Robert M. Carlson and Gary K. Webster, Trustees of Paramount Realty Trust, consisting of approximately 1,646 square feet, 0.038 acres, from approximately Station 200+67 to Station 204+24 on the Industry Avenue Construction Baseline, and shown as TE-17 on the above-referenced Right of Way plans on file with the DPW Engineering Division.

Parcel TE-18: A parcel of land located at 275 Cottage Street in the City of Springfield, in Hampden County, Massachusetts, owned by Shea Family Holdings, LLC, consisting of approximately 159 square feet, 0.004 acres, from approximately Station 106+67 to Station 107+03 on the Cottage Street Construction Baseline, and shown as TE-18 on the above-referenced Right of Way plans on file with the DPW Engineering Division.

Parcel TE-19: A parcel of land located at E S Industry Avenue in the City of Springfield, in Hampden County, Massachusetts, owned by Raymond E. Fontaine Et Al., consisting of approximately 462 square feet, 0.011 acres, from approximately Station 200+20 to Station 207+73 on the Industry Avenue Construction Baseline, and shown as TE-19 on the above-referenced Right of Way plans on file with the DPW Engineering Division.

Parcel TE-20: A parcel of land located at 315 Cottage Street in the City of Springfield, in Hampden County, Massachusetts, owned by Cottage Hill Church, consisting of approximately 225 square feet, 0.005 acres, from approximately Station 108+95 to Station 111+32 on the Cottage Street Construction Baseline, and shown as TE-20 on the above-referenced Right of Way plans on file with the DPW Engineering Division.

Parcel TE-21: A parcel of land located at N S Cottage Street in the City of Springfield, in Hampden County, Massachusetts, owned by Oak Grove Cemetery of Springfield Inc., consisting of approximately 121 square feet, 0.003 acres, from approximately Station 108+20 to Station 110+15 on the Cottage Street Construction Baseline, and shown as TE-21 on the above-referenced Right of Way plans on file with the DPW Engineering Division.

Parcel TE-22: A parcel of land located at 275 Cottage Street in the City of Springfield, in Hampden County, Massachusetts, owned by Shea Family Holdings, LLC, consisting of approximately 46 square feet, 0.001 acres, from approximately Station 107+30 to Station 107+39 on the Cottage Street Construction Baseline, and shown as TE-22 on the above-referenced Right of Way plans on file with the DPW Engineering Division.

Parcel TE-23: A parcel of land located at 281 Cottage Street in the City of Springfield, in Hampden County, Massachusetts, owned by 1626 Bay Street LLC, consisting of approximately 179 square feet, 0.004 acres, from approximately Station 107+39 to Station 107+75 on the Cottage Street Construction Baseline, and shown as TE-23 on the above-referenced Right of Way plans on file with the DPW Engineering Division.

AWARD OF DAMAGES

It is ORDERED that the City of Springfield makes the following awards for damages sustained by the owner/owners, and mortgagees of record and others as required by law, having an interest in the area or areas hereinbefore described in the taking of or injury to his/their/its property by reason of the taking of the permanent easement and temporary construction easements taken for the purposes of the Project described above, including any improvements, trees or shrubs:

Damages for Temporary Easements

<u>PARCEL/ ADDRESS</u>	<u>OWNER</u>	<u>AREA</u>	<u>AWARD OF DAMAGES</u>
TE-2 246 Cottage Street 40-60 Robbins Road	Pride Plaza, Inc. Pride Plaza, Inc.	4,898 SF	\$2,900
TE-4 315 Cottage Hill Church TE-20 315 Cottage Hill Church	Cottage Hill Church Cottage Hill Church	328 SF	\$250
TE-5 243 Cottage Street	ES Industries. LLC	5,184 SF	\$2,350
TE-7 276 Cottage Street	Omicron Investments, LLC	3,371 SF	\$2,525
TE-9 ES Robbins Road	Robert and Roberta Bolduc	1,459 SF	\$1,100
TE-13 281 Cottage Street TE-23 281 Cottage Street	1626 Bay Street, LLC 1626 Bay Street, LLC	321 SF 179 SF	\$350
TE-15 275 Cottage Street	Shea Family Holdings, LLC	392 SF	\$450

TE-18 275 Cottage Street	Shea Family Holdings, LLC	159 SF	
TE-22 275 Cottage Street	Shea Family Holdings, LLC	46 SF	
TE-16 ES Industry Avenue	Memorial Industrial Park, LLC	555 SF	\$225
TE-17 25 Industry Avenue	Paramount Realty Trust	1,646 SF	\$1,100
TE-19 Parcel 30 ES Industry Ave	Industry Holdings, LLC	462 SF	\$125
TE-19 Parcel 30 ES Industry Ave	MPJ Realty Trust		\$125
TE-21 Parcel 58 NS Cottage Street	Oak Grove Cemetery	121 SF	\$50
Total for Temporary Easements:			\$11,550

The property rights described above are taken subject only to such interests of mortgagees and others as are required by law, and are subject to the prior payment of any unpaid taxes, water and sewer use charges, betterments, if any, to the City of Springfield, MA.

It is further ORDERED: that the City Treasurer be and is hereby authorized to pay said sums to the owners of the land specified above, or to their heirs, successors, or assigns when the same shall become payable as above provided;

that no damages be awarded, other than those above mentioned, inasmuch as no other damages will be sustained by any person, firm, or corporation in their land abutting the public way by reason of laying out and construction of the project within the limits described herein;

that no assessments be levied;

that the City Clerk, in the name and on behalf of the City, is hereby directed to give notice in compliance with Chapter 79 of the Massachusetts General Laws;

that within 30 days after the adoption of this order, the City Clerk is hereby ordered to certify and record a copy hereof, together with the aforementioned Plans, in the Hampden County Registry of Deeds.

Approved by the City Council on _____, 2021:

Tasheena Davis, Esq.
City Clerk

A true copy attest:

Approved pursuant to Mass. Gen. Laws ch. 43, sec. 30:

Domenic J. Sarno



City Council

SCHEDULED

Meeting: 03/08/21 07:00 PM
Initiator: Robert Shewchuk
Sponsors: Mayor Domenic J. Sarno
DOC ID: 6089

18

Appropriation Order for Taking Damages for Intersection Improvement Project at Cottage Street./ Robbins Rd./ Industry Ave \$11,550 (Mayor Sarno)

WHEREAS, the Department of Public Works has requested that the Springfield City Council approve an Order of Taking authorizing the eminent domain takings of fifteen (15) temporary easements over portions of properties located on Cottage Street, Robbins Road, and Industry Avenue, in Springfield, MA, as more particularly described on the spreadsheet attached hereto as Exhibit A, and in the *Order of Taking* which has been filed with the City Council; and

WHEREAS, such takings are necessary to obtain all "rights of way" necessary for the "**Intersection Improvement at Cottage St./Robbins Rd./ Industry Ave**" ("Project") to be constructed and undertaken by the City of Springfield Department of Public Works, and for ongoing maintenance of the improvements following construction; and

WHEREAS, the City obtained appraisals of the value of the property rights and easements and requests the City Council to appropriate the funds necessary to compensate the property owners for the eminent domain takings of the property rights and easements; and

WHEREAS, the Department of Public Works will use a donation of funds from the Pioneer Valley Transit Authority ("PVTa") per the Memorandum of Understanding attached hereto as Exhibit B which was approved by this City Council on September 14, 2020 for the purpose of paying the awards of damages to the property owners; and

WHEREAS, the Chief Administrative and Financial Officer has certified to the Mayor and City Council, that in his professional opinion, after an evaluation of all pertinent financial information reasonably available, that the City's financial resources and revenues are and will continue to be adequate to support the proposed expenditures and obligations involved in the appropriation of funds described herein for purposes of compensating property owners for the proposed eminent domain takings as described in the Order of Taking, without a detrimental impact on the continuous provision of the existing level of municipal services, in accordance with Section 2(f) of Chapter 656 of the Acts of 1989, as added by Section 1 of Chapter 468 of the Acts of 2008;

IT IS ORDERED, that pursuant to its authority under Mass. Gen. Laws Chapter 43, Section 30, Mass. Gen. Laws Chapter 79, Mass. Gen. Laws Chapter 44, Section 32, and Chapter 468 of the Acts of 2008, the City Council hereby appropriates the sum of **Eleven Thousand Five Hundred Fifty and 00/100 Dollars (\$11,550.00)** for the payment of damages for the anticipated taking of fifteen (15) temporary easements over parcels of land located on Cottage Street, Robbins Road and Industry Avenue, in Springfield, MA, as described in Exhibit A and the Order of Taking, to obtain the access

rights needed for the roadway and traffic improvements to be constructed and maintained, to be paid from the account listed below. The donated funds received shall be deposited with the City Treasurer and held as a separate account and may be expended for the purposes of the donation without further appropriation:

Cottage St./Robbins Rd./Industry Ave Donation - \$11,550

Exhibit A

Easement / Taking ID	Titleholder	Property Address	Map & Parcel No.	Affected Land Area	Award Amount
TE	Temporary Easement				
TE-2	Pride Plaza, Inc.	246 Cottage Street	033100038	4,898	\$2,900
		40-60 Robbins Road	102950224		
TE-4	Cottage Hill Church	315 Cottage Street	033100298	328	\$250
TE-20	Cottage Hill Church	315 Cottage Street	033100298	225	
TE-5	ES INDUSTRIES, LLC	243 Cottage Street	033100310	5,184	\$2,350
TE-7	OMNICRON INVESTMENTS, LLC	276 Cottage Street	033100040	3,371	\$2,525
TE-9	ROBERT & ROBERTA BOLDUC	ES Robbins Road	102950230	1,459	\$1,100
TE-13	1626 BAY STREET, LLC	281 Cottage Street	033100301	321	\$350
TE-23	1626 BAY STREET, LLC	281 Cottage Street	033100301	179	
TE-15	SHEA FAMILY HOLDINGS, LLC	275 Cottage Street	033100299	392	\$450
TE-18	SHEA FAMILY HOLDINGS, LLC	275 Cottage Street	033100299	159	
TE-22	SHEA FAMILY HOLDINGS, LLC	275 Cottage Street	033100299	46	
TE-16	MEMORIAL INDUSTRIAL PARK, LLC	ES Industry Ave	069230020	555	\$225
TE-17	PARAMOUNT REALTY TRUST	25 Industry Ave	069230033	1,646	\$1,100
TE-19	INDUSTRY HOLDINGS, LLC (1/2 interest)	Parcel 30, E S Industry Ave	069230030	462	\$250
TE-19	M.P.J. REALTY TRUST (1/2 interest)	Parcel 30, E S Industry Av	069230030		
TE-21	OAK GROVE CEMETERY OF SPRINGFIELD, INC	Parcel 58, N S Cottage Street	033100058	121	\$50

Ex. B

WHEREAS, should the Intersection Project proceed, the City will acquire rights and easements in, on and under said parcels of land, and the PVTa will pay all acquisition costs through a donation to the City. These funds will be kept in a separate account requiring authorization to expend the funds by the City Council and the Mayor for this Intersection Project; and

WHEREAS, the City is amenable to acquiring and/or accepting rights in said properties with PVTa funding, and the parties agree that when the Intersection Project is fully funded, the PVTa and the City will perform their obligations hereunder.

NOW THEREFORE, for good and valuable consideration, the PVTa and the City agree as follows:

Agreement

1. Intersection Project. The "Intersection Project" consists of (a) the design and construction of improvements to the intersection of three (3) public ways in Springfield, Massachusetts, namely, Cottage Street, Robbins Road, and Industry Avenue, which improvements will be shown with particularity in the Final Plans (defined below) and are referred to herein as the "Project Improvements", all in accordance with applicable MassDOT, federal, state and local laws, rules, regulations, codes, directives, policies and procedures (the "Applicable Laws"), and (b) the acquisition of land and/or interests in land necessary to undertake said Intersection Project in accordance with federal and state property acquisition and relocation procedures and guidelines, which may include, but are not limited to, the requirements set forth in Mass. Gen. Laws Ch. 79A and 49 CFR 24 et seq. (the "Acquisition Procedures").

2. Acquisition Parcels. The parties anticipate that the Project will require the acquisition of fee in and/or permanent public way and/or utility easements and/or permanent and/or temporary construction easements (the "Property Interests") for the purpose of undertaking the Project Improvements in, on and under all or portions of the following parcels of land in Springfield, located at: (a) 246 Cottage Street, (b) 276 Cottage Street, (c) 275 Cottage Street, (d) 243 Cottage Street, and/or (e) such other or additional parcels of land as are shown on the Final Design and Right-of-Way Plans Design and Right-of-Way (the "Acquisition Parcels"). The parties will agree as to the location and dimensions of the portions of the Acquisition Parcels required for the Project and the nature and extent of the specific Property Interests to be acquired in said portion or portions before any of the owners of the Acquisition Parcels (the "Property Owners") are contacted. The parties will agree on the Property Interests to be acquired by the City prior to the City proceeding with the acquisition process. In the event that any Property Interests are not voluntarily granted, the City agrees that it will exercise its right of eminent domain to acquire such Property Interests as are sufficient to undertake the Project, subject to the provisions of Section 5(d) and other terms of this Agreement.

3. Acquisition of Property Interests. The parties acknowledge that the Property Interests are to be acquired in compliance with the Applicable Laws and the Acquisition Procedures, including MassDOT Right of Way guidelines on acquiring property interests, and, if the Intersection Project results in the displacement of any of the Property Owners, with applicable relocation assistance procedures.

4. City Responsibilities.

a) The City, will obtain appraisal and review appraisals with funds provided by the PVTa, will send notices to the Property Owners, offering to pay the Property Owners the damages set forth in the review appraisal as just compensation (the "Appraised Amount"), draft the necessary City Council Orders to acquire the Property Interests, present an Appropriation Order to pay the Offered Amount as the purchase price, and, in the event that the Property Interests are to be acquired by eminent domain, an Order of Taking, to the City and Mayor for approval, and record the deeds, easements and/or Order of Taking and the Final Plans to be recorded in the Registry of Deeds. In the event of an eminent domain taking, the City will comply with applicable notice requirements, pay the Appraised Amount as *pro tanto* damage awards to the Property Owners (with said funds to be provided by the PVTa) as required by law, prepare and submit necessary documents to MassDOT for Right of Way Certification, and take all other steps necessary to complete the acquisition process and services required to obtain right of way certification from MassDOT. The City will also provide any legally required relocation assistance with funds in amounts agreed to and provided by the PVTa. The PVTa will pay for any and all costs incurred by the City through a donation made to the City for the Property Acquisition process, by providing funding to the City "up front", through a donation to the City under G.L. c. 44, §53A in a separate gift account for the third-party costs enumerated herein. These funds will then require City Council approval to release said funds. See Section 5 below. "In-house" work conducted by the City is not eligible for reimbursement.

b) The City's obligations hereunder to acquire the Property Interests are contingent on: sufficient funds being made available by PVTa to pay for the Appraised Amount and other third-party costs associated with the acquisition process, the Springfield City Council and the Mayor approving an Appropriation Order (approving funding for payment of the Appraised Amount) and, if applicable, Order of Taking, with the understanding that the PVTa will pay for all costs related thereto, and, if the Property Interests are acquired by eminent domain, will defend, hold harmless and indemnify the City against any losses or claims or damages required or agreed to be paid for the eminent domain takings and relocation costs set forth in Section 5(d). The City agrees to seek approval of the Appropriation Order and, if applicable, an Order of Taking on such a schedule as to allow MassDOT to review and approve the takings process and issue a Right of Way Certificate prior to MassDOT's planned bid date, as it may be extended.

c) The City agrees that its obligations hereunder shall commence once the Intersection Project is ready to commence, as set forth in Section 5(e).

5. PVTa Responsibilities.

a) The PVTa agrees have a representative attend meetings where the Intersection Project is presented to the public or City officials, including but not limited to City Council, MassDOT Design Public Hearing, and neighborhood groups, provided the City gives the PVTa at least seven (7) days prior written notice thereof.

b) The PVTa will provide funding to the City so the City may obtain appraisals and review appraisals in accordance with the Acquisition Procedures and MassDOT Right of Way

Guidelines from appraisers acceptable to MassDOT, and will provide such appraised amounts to the PVTa upon request to the City.

c) The PVTa will obtain and pay for title examination reports from qualified title examiners for all the Acquisition Parcels, and will provide such reports to the City for determining all ownership interests in the affected parcels for purposes of acquisition.

d) The PVTa will provide funds through a donation to the City for the payment of any and all third-party costs incurred by the City related to the acquisition of the Property Interests, including but not limited to: costs of postage and certified mail for notices to the Property Owners and others required to be notified, the Appraised Amount to be paid to the Property Owners for the acquisition of the Property Interests, and, if applicable, any subsequent additional just compensation settlements or awards resulting from claims or judgments related thereto under subsection (d) hereof, any relocation costs agreed to be paid by the PVTa and incurred by the City, costs of recording plans, deeds, easements and/or Order of Taking and other necessary documents in the Registry of Deeds, and any and all other related third-party costs. The PVTa will pay the Appraised Amount and other known costs (that is, costs for which written estimates have been provided to the PVTa) in advance, subject to the ready availability of such funds. Other than the Appraised Amount to be paid to the Property Owners and, if applicable, any additional sums to be paid pursuant to judicial judgments or settlement agreements, as provided above, the City shall, on a monthly basis, provide the PVTa with invoices and such other records or information as the PVTa reasonably requests to establish or document that the costs are or were incurred solely for the purposes, and in accordance with the other terms, set forth in this Memorandum. In the event the PVTa determines that the City has used or expended PVTa funds in violation of the terms of this Memorandum, the PVTa may withhold payment of additional sums until the dispute has been settled by the parties.

e) The PVTa's obligations on the Intersection Project are to fund the Final Design and Right-of-Way Plans, the Appraised Amounts, litigation costs, the amounts to be paid as *pro tanto* damages to the Property Owners for the taking of the Property Interests, if applicable, the cost of appraisals and review appraisals, and any and all costs, expenses, damages, demands, and/or liabilities incidental or related to the Intersection Project and required to be paid by the PVTa hereunder. In no event will the PVTa be required to pay as damages for the Property Interests any sum in excess of the Appraised Amount unless PVTa consents to the same in writing, in its sole and absolute discretion, or such excess amounts are awarded to a Property Owner by a court of competent jurisdiction, as set forth below. MassDOT will provide the Construction Funds for the Project.

f) In the event that any Property Interests are acquired under GL c.79, the PVTa agrees that it will defend the City, with counsel reasonably acceptable to the City, from and against any claims or suits that are brought against the City in connection with the takings, including challenges to the amount of damages awarded for the takings (the "Litigation"), all at the PVTa's sole cost and expense, and the PVTa will hold harmless and indemnify the City from and against any losses or damages awarded to the Property Owners by a court of final jurisdiction, and/or any additional sums that the PVTa agrees are appropriate to be paid to the Property Owners in settlement of any such Litigation or claims (the "Damages"). It is acknowledged and agreed that the City shall have no obligation to pay for the costs of Litigation

or any such additional damages or settlement payments. All such costs will be borne by the PVTA.

6. Project Design. The PVTA has retained an engineer to prepare preliminary 25% construction design plans which shall be submitted to MassDOT for review, and, should MassDOT approve of such plans, the PVTA will retain an engineer to prepare 50%, 75%, and 100% design plans, such design costs to be at PVTA's sole expense. The Intersection Project shall be designed in conformance with applicable MassDOT design standards (acknowledging herein that such design standards may affect the extent and/or scope of the Property Rights to be acquired at the PVTA's cost), with such waivers as may be granted by MassDOT, and construed in accordance with the final design plans as approved by MassDOT, the City, and the PVTA (the "Final Plans"). In the event that the PVTA's designer fails to meet the schedules and deadlines established by the DOT, or if the Project is cancelled or funding is revoked by MassDOT, the PVTA will use good faith efforts to obtain additional funds from federal, state and other sources sufficient to complete the Intersection Project; in no event will the City be responsible for such costs. The PVTA will remain responsible for funding the construction of the Intersection Project if construction funding, which is to be provided by MassDOT under the 2021 TIP, is revoked by MassDOT for any reason that does not involve the City; the PVTA anticipates that such funding will require increase in user rates and/or reductions in or termination of transportation and other services offered by the PVTA. In the event of such revocation, the parties will meet in good faith to reassess the Improvements, seek other sources of funds, and/or alter the Final Plans, to the extent feasible and reasonably acceptable to the City, such that the costs thereof are in an amount for which the PVTA has available funds. If the City decides to acquire property interests other than those approved by MassDOT and the PVTA, or to design and/or construct improvements which MassDOT has determined are unnecessary or non-participating, the PVTA shall not be required to pay for those costs.

7. PVTA Project Site Plan Approval. DPW site plan approval for the PVTA Project is contingent on the PVTA's sole undertaking of the reconstruction of the intersection in conformance with MassDOT and City of Springfield design standards to accommodate the additional vehicle traffic to be generated by the PVTA Project. The PVTA has submitted design plans for approval by MassDOT and the DPW, has agreed, as stated in this MOU, to obtain the necessary funding to complete the work, and acknowledges that the facility will be opened only after the PVTA has executed this MOU and delivered the same to the City. PVTA shall hold the City harmless, to the extent permitted by law, if it fails to provide proper funding for the project.

8. Cooperation. The parties acknowledge that the funds available to the PVTA for the Intersection Project are limited and the parties agree to use good faith and diligent efforts to limit the total project cost to available funding, including, without limitation, the Improvements that need to be made to the Intersection and the Property Interests to be acquired therefor to those that are reasonably necessary for the Intersection Project. The City and PVTA agree to cooperate in undertaking and completing the Intersection Project and further agree that the appraisals and other reports and/or analysis prepared in connection with the Intersection Project shall remain confidential to the extent permitted by law. In the event that the cost of constructing the Intersection Project exceeds ten percent (10%) of the contracting bid, the PVTA shall use good faith efforts to obtain funds from federal, state and other sources for nonparticipating work or any amount over 110% of the total participating contract bid price unless the City and/or the

PVTA submits sufficient evidence to MassDOT that the work necessary was solely due to MassDOT's construction oversight as determined solely by MassDOT; the City will not be liable for such additional costs.

9. Notice. Any notice, request, or other communication that either party desires or is required to give to the other shall be in writing and sent by hand delivery, recognized overnight courier, or certified mail, return receipt request, addressed to the parties at the address set forth above, or to such other address as any of the above parties shall designate from time to time by written notice to the other.

10. Project Funding. The parties agree that, should the Intersection Project not be fully funded (including, without limitation, funds required to pay for the Property Interests) by 2025, and no construction has commenced, the parties shall meet in good faith to reassess the Improvements, seek other sources of funds, and/or alter the Final Plans to the extent feasible such that the costs thereof are in an amount for which the PVTA has available funds.

11. Miscellaneous.

(a) Except as provided herein, the PVTA is not authorized to, incur any liability for or on the part of the City, and the City is not authorized to incur any liability for or on the part of the PVTA.

(b) If any portion of this Memorandum is declared to be illegal, unenforceable or void, then all parties to this Memorandum shall be relieved of all obligations under that portion; provided, however, that the remainder of this Agreement shall be enforced to the fullest extent permitted by law.

(c) The captions in this Memorandum are inserted for convenience of reference only and in no way define, describe or limit the scope or intent of this Memorandum or any of the provisions thereof.

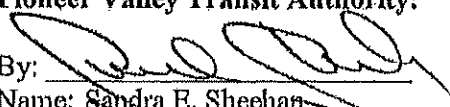
(d) This Memorandum shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.

(e) The recitals to this Memorandum are incorporated herein.

[signature page follows]

IN WITNESS WHEREOF, City of Springfield, with the approval of its Mayor, and the Pioneer Valley Transit Authority, have executed this Memorandum of Understanding as a sealed instrument as of the day and year the same is signed by all parties, on the last date noted below (the "Effective Date").

Pioneer Valley Transit Authority:

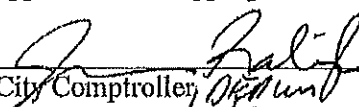
By: 
 Name: Sandra E. Sheehan
 Title: Administrator
 Date signed: July 26, 2019

City of Springfield:

By: N/A
 Lauren Stabilo
 Chief Procurement Officer
 Date signed: _____, 2019

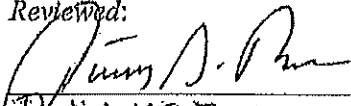

 Christopher Cignoli
 Director, Department of Public Works
 Date signed: 7-31-19, 2019

W Approved as to Appropriation ^{N/A}


 City Comptroller
 Date signed: 8/2, 2019

Approved as to Form:

 City Solicitor
 Date signed: 8-25-19, 2019

Reviewed:

 Acting Chief Administrative and Financial Officer
8/2/19, 2019

APPROVED:

 DOMENIC J. SARNO
 MAYOR
 Date signed: 8/8, 2019



City Council
36 Court Street
Springfield, MA 01103

SCHEDULED

ORDINANCE (ID # 6061)

Meeting: 03/08/21 07:00 PM
Department: City Council
Category: General
Prepared By: Susan Kacoyannakis
Initiator: Susan Kacoyannakis
Sponsors: Ward 2 Councilor Michael A. Fenton
DOC ID: 6061

Amending Chapter 385 by Inserting Article XI Speed Hump Petitions

Be it ordained by the City Council of the City of Springfield, in session assembled, that the Code of Ordinances of the City of Springfield, is hereby amended by inserting the following new Article XI within Chapter 385:

Chapter 385

ARTICLE XI Speed Hump Petitions

§385-53. Speed Hump Petition.

Petition to City Council required: No speed hump shall be installed or established within a public way, except upon petition to the City Council signed by at least two-thirds of the property owners (as listed with the Springfield Board of Assessors) or two-thirds of the registered voters (as listed with the Springfield Election Commission) within the impacted segment of a proposed speed hump street. When there are multiple property owners, the signature of one shall be sufficient to count that property towards the required two-thirds. Said petition shall be referred by the City Clerk to the Fire Department, the Police Department and the Department of Public Works Engineering division for review. Each request must provide the name of the street for which the speed hump(s) are requested and the boundaries of the intended street segment to be impacted. Each petition will be reviewed by the City Council based upon its own merits and taking into consideration the recommendations of the Police, Fire, and Public Works departments. For purposes of this section "impacted segment" shall mean three hundred (300) feet to either side of the zone proposed by the residents for the location of the hump(s), or to the nearest fully signalized intersection or end of the street in that direction, whichever comes first. All correspondence and communication with residents regarding the petition and process shall be through the City Council and its office.

§385-54. Reports upon petition of property owners.

The Engineering division of the Department of Public Works upon

receiving any such petition shall report to the City Council whether, in its judgement, the proposed speed hump location conforms to the Manual On Uniform Traffic Control Devices for Street and Highways (MUTCD) issued by the US Department of Transportation Federal Highway Administration, City of Springfield Ordinances, and good engineering practice. Within thirty (30) days of receipt of said petition, the police department, the fire department and the department of public works shall report to the City Council regarding the proposed speed hump, including potential impacts on the daily and emergency operations of those departments.

§385-55. Location Requirements.

In order to be eligible for speed humps pursuant to this Ordinance, a street must have a Roadway Functional Classification of "Local Road" as shown on the most recent "Roadway Functional Classification " map on file with the City of Springfield Department of Public Works and must have a posted or de facto speed limit of thirty (30) miles per hour or less.

§385-56. Hearing.

- A. Before any order to install or establish a speed hump shall be passed, a written notice of the intention of the City Council to install or establish a speed hump shall be given by publication in a local newspaper of general circulation once in each of two successive weeks, the first publication to be not less than fourteen (14) days before the day of the hearing and sent by mail, postage prepaid to all property owners within a three hundred (300) foot radius of the impacted segment of the street under review for speed hump installation and such notice shall specify the time and place for such hearing before the City Council.
- B. After the hearing has been held, the City Council may proceed to act upon an order for the installation or establishment of a speed hump.

§385-57. Specifications.

Speed humps and related signage and pavement marking will be installed in conformance with the applicable specifications in the most current editions of:

- A. the Manual on Uniform Traffic Control Devices for Streets and Highways ("MUTCD") issued by the U.S. Department of Transportation Federal Highway Administration;
- B. the Massachusetts Project Development and Design Guide issued by the Massachusetts Department of Transportation; and
- C. any applicable standards on file with the Springfield Department of Public Works.

§385-58. Temporary Trial Period.

Residents submitting a petition pursuant to §385-53 may request that a temporary portable rubber speed hump with portable signs on stands and no pavement markings be installed anytime between May 1st and July 15 (to allow for removal by October 15th), before the installation of a permanent speed hump as a temporary trial period. The temporary humps will remain in place for a period of ninety (90) days. If, at the conclusion of the trial period, there are not written objections from more than one quarter ($\frac{1}{4}$) of the property owners or registered voters within the impacted segment of the proposed speed hump, then the permanent speed humps shall be installed as weather and climate conditions permit. Any written objections from property owners must be filed in writing with the City Council.

§385-59. Removal of speed humps.

Speed humps may be ordered removed by majority vote of the City Council only after notice and public hearing in a manner consistent with section 385-56.

Approved as to form:

Associate City Solicitor



City Council
36 Court Street
Springfield, MA 01103

SCHEDULED

ORDINANCE (ID # 6086)

Meeting: 03/08/21 07:00 PM
Department: City Council
Category: General
Prepared By: Susan Kacoyannakis
Initiator: Melvin A. Edwards
Sponsors: Ward 3 Councilor Melvin A. Edwards
DOC ID: 6086

Amending Ch 110, Sec 110-14 Puppy Mills

Chapter 110

§110-14 Prohibition on the Sale of Dogs, Cats, and Rabbits by Pet Shops

(a) Purpose and Preamble

- (1) Whereas, it is the opinion of the Springfield City Council that most puppies, kittens, and rabbits sold in pet stores come from large-scale, commercial breeding facilities where the health and welfare of the animals is disregarded in order to maximize profits ("puppy mills," "kitten mills," and "rabbit mills," respectively). According to The Humane Society of the United States, an estimated 10,000 puppy mills produce more than two million puppies per year in the United States; and
- (2) Whereas, it is the opinion of the Springfield City Council that the documented abuses endemic to puppy, kitten, and rabbit mills include over-breeding, inbreeding, minimal veterinary care, lack of adequate food, water and shelter, lack of socialization, exercise and enrichment, and lack of sanitation; and
- (3) Whereas, it is the opinion of the Springfield City Council that Pet store puppies are often sick and have behavioral problems because of the substandard conditions they were likely born into, because they were taken from their mothers at a very young age, because they were transported in trucks filled with other young puppies, and because they were placed in a pet store cage with or near other puppies who are often sick; and
- (4) Whereas, it is the opinion of the Springfield City Council that Pet stores often mislead consumers as to where the puppies in the stores came from and make false health and behavior guarantees, and that many

consumers end up paying hundreds or thousands of dollars in veterinary bills and suffer the heartbreak of having their new pet suffer, and in some cases pass away; and

- (5) Whereas, according to the U.S. Centers for Disease Control and Prevention, pet store puppies pose a health risk to consumers, as over one hundred (100) Americans have contracted an antibiotic-resistant *Campylobacter* infection from contact with pet store puppies; and
- (6) Whereas, it is the opinion of the Springfield City Council that current federal and state regulations do not adequately address the animal welfare and consumer protection problems that the pet store sale of dogs, cats, and rabbits from animal mills pose, and that Federal oversight of the commercial breeding industry is severely lacking; and
- (7) Whereas, it is the opinion of the Springfield City Council that prohibiting pet stores from selling dogs, cats, and rabbits is likely to decrease the demand for these animals that are bred in mills, and decrease the burden that pet store dogs, cats, and rabbits that end up in animal shelters place on local agencies and taxpayers; and
- (8) Whereas, it is the opinion of the Springfield City Council that the vast majority of pet stores, both large chains and small, family-owned shops, already do not sell dogs and cats but rather profit from selling products, offering services, and in some cases, collaborating with local animal shelters and rescues to host adoption events; and
- (9) Whereas, it is the intention of the Springfield City Council that this ordinance will not affect a consumer's ability to obtain a dog, cat, or rabbit of his or her choice from an animal rescue, shelter, or breeder who sells directly to the public; and
- (10) Whereas, the Springfield Council believes it is in the best interest of Springfield to adopt reasonable regulations to reduce costs to Springfield and its

residents, protect citizens who may purchase cats, dogs, or rabbits from a pet store, help prevent inhumane breeding conditions, promote community awareness of animal welfare, and foster a more humane environment in Springfield.

(b) **Definitions.**

(1) "Pet shop" shall have the meaning provided in section 1 of chapter 129 of the Massachusetts General Laws. A public animal control agency or shelter or an animal rescue group shall not be considered a pet shop for purposes of this Section.

(2) "Sell" means to exchange for consideration, adopt out, barter, auction, trade, lease, or otherwise transfer animals.

(3) "Offer for sale" means to advertise or otherwise proffer a dog, cat, or rabbit for acceptance by another person.

(4) "Public animal control agency or shelter" means a facility operated by the City of Springfield or any other locality, for the purpose of impounding seized, stray, homeless, abandoned, unwanted, or surrendered animals, or a facility operated for the same purposes under a written contract with the City or any other locality.

(5) "Animal rescue group" means a not-for-profit organization having tax-exempt status under 501(c)(3) of the United States Internal Revenue Code, and registered with the Massachusetts Department of Agricultural Resources, if required, whose mission and practice is, in whole or in significant part, the rescue and placement of animals into permanent homes. The term animal rescue group does not include any person that: breeds dogs, cats, or rabbits or obtains dogs, cats, or rabbits for payment or compensation from a person who breeds or facilitates the sale of dogs, cats, or rabbits that were obtained from such a breeder.

(6) "Animal control officer" shall have the meaning assigned in Section 110-1.

(7) "Person" shall mean an individual, corporation, partnership, association, or any other legal entity.

(8) "Dog" means any member of the species *Canis familiaris*.

(9) "Cat" means any member of the species *Felis catus*.

(10) "Rabbit" means any member of the species *Oryctolagus cuniculus domesticus*.

(c) **Sale of dogs, cats, and rabbits prohibited.**

(1) It shall be unlawful for a pet shop to sell or offer for sale a dog, cat, or rabbit.

(2) A pet shop may provide space for the display of dogs, cats, or rabbits available for adoption only if such animals are displayed and made available for adoption by either: (A) a public animal control agency or shelter or (B) an animal rescue group, as defined, and all of the following conditions are met:

(i) Subject to Section 110-7, any dog or cat displayed for adoption shall be sterilized and microchipped prior to being displayed, with the microchip registered to the owner;

(ii) And rabbit displayed for adoption shall be sterilized prior to being displayed;

(iii) Any dog displayed for adoption shall be at least six months of age;

(iv) Any dog displayed for adoption shall, prior to being displayed, be vaccinated against rabies, parvovirus, distemper, and hepatitis;

(v) Any cat displayed for adoption shall, prior to being displayed, be vaccinated against panleukopenia, calicivirus, rhinotracheitis (herpesvirus), and rabies;

(vi) Each pet shop shall maintain records sufficient to document the source of each dog, cat, or rabbit the pet shop displays, for at least one year following the date of acquisition. Such records shall be made available, immediately upon request, to any animal control officer;

(vii) Each pet shop displaying dogs, cats, or rabbits shall post, in a conspicuous location on the cage or

enclosure of each animal, a sign listing the name of the public animal control agency or shelter or animal rescue group which is displaying each dog, cat, or rabbit in the cage or enclosure;

(viii) No part of any fees associated with the display or adoption of the animals, including but not limited to adoption fees or fees for the provision of space, shall be paid to the host pet shop or to any legal entity affiliated with or under common ownership with the host pet shop;

(ix) The total fees, including but not limited to adoption fees, per animal shall not exceed five hundred dollars (\$500); and

(x) The host pet shop shall not have any ownership interest in any of the animals displayed for adoption.

(3) No person shall sell, exchange, trade, barter, lease, or display for a commercial purpose any dog, cat, or rabbit on or in any street, public grounds, commercial or retail parking lot, flea market, or other market, regardless of whether such access is authorized by the property owner, except for a dog, cat, or rabbit displayed:

(i) By a public animal control agency, shelter or animal rescue organization; or

(ii) As part of a state or county fair exhibition, 4-H program, or similar exhibitions or educational programs.

(d) **Penalties.**

(1) In addition to any other penalty provided by law, any pet shop that makes a sale or offer for sale of a dog, cat, or rabbit in violation of subsection (c)(1) shall be fined \$500. Each unlawful sale or offer for sale shall constitute a separate violation. Any animal being offered for sale, transfer, or displayed in violation of these sections may be seized or impounded. In cases where the enforcing officer determines that failure to seize or impound will be

detrimental to the safety and/or health of the animal, the animal shall be seized.

(2) In addition to any other penalty provided by law, a pet shop that makes a provision of space knowingly and in violation of subsection (c)(2) shall be fined \$500. Each unlawful provision of space shall constitute a separate violation.

(e) **Effective date.**

The provisions of these section shall be effective ninety (90) days after passage.

Approved as to form

Associate City Solicitor