City of Springfield

Agenda

City Council

Ken McClure, Mayor

Zone Councilmembers	General Councilmembers
Monica Horton, Zone 1	Heather Hardinger, General A
Abe McGull, Zone 2	Craig Hosmer, General B
Brandon Jenson, Zone 3	Callie Carroll, General C
Matthew Simpson, Zone 4	Derek Lee, General D

June 24, 2024 **6:30 PM** **Regional Police-Fire Training Center**
2620 West Battlefield Road
Room 101, 102, and 103

Rules and procedures.

1. ROLL CALL.

2. APPROVAL OF MINUTES.

2.1. Approval of Minutes. June 10, 2024, City Council Meeting and June 11, 2024, Special City Council Meeting.

3. FINALIZATION AND APPROVAL OF CONSENT AGENDAS.
CITIZENS WISHING TO SPEAK TO OR REMOVE ITEMS FROM THE CONSENT AGENDAS MUST DO SO AT THIS TIME.

4. CEREMONIAL MATTERS.

5. CITY MANAGER REPORT AND RESPONSES TO QUESTIONS RAISED AT THE PREVIOUS CITY COUNCIL MEETING.

6. SECOND READING AND FINAL PASSAGE.
Citizens Have Spoken. May Be Voted On. Except Items 6.15 and 6.16. Citizens May Speak.

6.1. Council Bill 2024-101 (Hosmer)
A special ordinance authorizing the City Manager, or designee, to enter into an agreement with the Springfield Convention and Visitors Bureau, Inc., in an amount to equal forty-seven percent (47%) of the City's proceeds from the hotel/motel gross receipts tax for the purpose of promoting travel and tourism within the City of Springfield.

6.2. Council Bill 2024-102 (Carroll)
A special ordinance authorizing the City Manager, or designee, to enter into an agreement with the Greater Springfield Area Sports Commission, Inc., in an amount to

equal four and one-half percent (4.5%) of the City's proceeds from the hotel/motel gross receipts tax to promote the attraction of sporting events to the community.

6.3. Council Bill 2024-103 (Lee)
A special ordinance authorizing the City Manager, or designee, to enter into an agreement with the Springfield Regional Arts Council, Inc., in an amount to equal four and one-half percent (4.5%) of the City's proceeds from the hotel/motel gross receipts tax to support the arts and cultural tourism in the community.

6.4. Council Bill 2024-104 (Lee)
A special ordinance authorizing the City Manager, or designee, to enter into an Intergovernmental Agreement with the Board of Governors of Missouri State University for the purpose of continuing to provide enhanced law enforcement services within and around the Missouri State University campus.

6.5. Council Bill 2024-105 (Hardinger)
A special ordinance amending the budget for Fiscal Year 2023-2024 for the Department of Environmental Services in the amount of $3,400,000 to appropriate retained earnings from the Clean Water Fund for the construction of the Glenwood Regional Detention & Chestnut Phase II capital improvement project.

6.6. Council Bill 2024-106 (Horton, McGull)
A special ordinance approving the plans and specifications for Division Street and National Avenue Intersection Improvements; accepting the bid of Hartman & Company, Inc. for construction of the Division Street and National Avenue Intersection Improvements Project; and authorizing the City Manager, or designee, to enter into a contract with such bidder for the not to exceed price of $2,629,522.50.

6.7. Council Bill 2024-107 (Horton)
A special ordinance approving the plans and specifications for Jefferson Avenue Footbridge Rehabilitation Improvements; accepting the bid of Branco Enterprises, Inc. for construction of the Jefferson Avenue Footbridge Rehabilitation Project; and authorizing the City Manager, or designee, to enter into a contract with such bidder for the not to exceed price of $10,831,689.

6.8. Council Bill 2024-115 (Hardinger)
A general ordinance amending the Springfield City Code, Chapter 2, 'Administration,' Sections 2-3, 2-331, 2-332, 2-360, 2-361, and 2-362, to combine the Department of Economic Vitality with the Department of Workforce Development and creating the Department of Economic Vitality and Workforce Development.

6.9. Council Bill 2024-108 (Lee)
A special ordinance approving a collective bargaining agreement by and between the City of Springfield, Missouri, and the International Association of Fire Fighters, Southern Missouri Professional Fire Fighters Local 152, the Exclusive Representative of a certain bargaining unit within the Fire Department; authorizing the City Manager, or designee, to execute said agreement by and on behalf of the City of Springfield, Missouri, and providing additional authority.

6.10. Council Bill 2024-109 (Hosmer)
A special ordinance approving the Second Amendment to the July 1, 2022, collective bargaining agreement between the City of Springfield, Missouri, and the International Brotherhood of Electrical Workers AFL-CIO Union Number 753, the exclusive representative of a certain bargaining unit within the Crafts, Trades, and Labor employee group, representing changes resulting from wage reopener negotiations; authorizing the City Manager, or designee, to execute said agreement by and on behalf of the City of Springfield, Missouri, and providing additional authority.

6.11. Council Bill 2024-110 (Hardinger)
A special ordinance approving a collective bargaining agreement by and between the City of Springfield, Missouri, and the International Brotherhood of Electrical Workers AFL-CIO Union Number 753, the Exclusive Representative of a certain Bargaining Unit within the Professional, Administrative, and Technical Employee group; authorizing the City Manager, or designee, to execute said agreement by and on behalf of the City of Springfield, Missouri, and providing additional authority.

6.12. Council Bill 2024-112 (Lee)
A general ordinance amending the Springfield City Code, Section 2-92. “Salary Ordinance,” by amending various job titles within the City service to add or delete various job titles; by providing pay adjustments for non-bargaining unit employees on the following salary schedules: Professional, Administrative, and Technical (Non-Union and Unclassified), Crafts, Trades and Labor Non-Union, Fire Protection Schedule Non-Union (80 and 112 Hour), and Law Enforcement Schedule Non-Union; and by incorporating pay improvements impacting bargaining unit members that were negotiated and tentatively agreed to.

6.13. Council Bill 2024-113 (Carroll)
A general ordinance amending the Springfield City Code, Section 2-91. “Merit System Rules and Regulations,” by amending Merit Rules 20.1, 21.1, 21.11, 24.2, and 25.1.

6.14. Council Bill 2024-114 (Simpson)
A general ordinance amending the Springfield City Code, Chapter 2, “Administration,” Article VI, “Finances,” Division 4, “Police Officers’ and Fire Fighters’ Retirement System,” Section 2-484 “In Service Distributions After Retirement and Rehire” to authorize pension payments to certain retirees who are rehired by the City.

6.15. Council Bill 2024-111 (Hardinger)
A special ordinance approving a collective bargaining agreement by and between the City of Springfield, Missouri, and the Springfield Police Officers Association, Fraternal Order of Police Lodge 22, the exclusive representative of a certain bargaining unit within the Police Department; authorizing the City Manager, or designee, to execute said agreement by and on behalf of the City and providing additional authority.

6.16. Council Bill 2024-119 (Hosmer)
A general ordinance amending the Springfield City Code, Section 2-92, known as the ‘Salary Ordinance,’ by providing pay adjustments for employees on the Law Enforcement Schedule Union Salary Schedule.

7. RESOLUTIONS.

8. EMERGENCY BILLS.

9. PUBLIC IMPROVEMENTS.

10. GRANTS.

11. AMENDED BILLS.

12. COUNCIL BILLS FOR PUBLIC HEARING.

Citizens May Speak. Not Anticipated To Be Voted On.

12.1. Council Bill 2024-120 (Jenson)

A general ordinance amending Section 1-9 of the Springfield City Code, 'City Limits,' and Section 46-1 of the Springfield City Code, 'Boundaries of wards, precincts and council zones,' for the purpose of annexing approximately 2.72 acres of private property generally located at 3801 West Sunshine Street, and referenced as Annexation A-2-2024, into the City of Springfield.

13. FIRST READING BILLS.

Citizens May Speak. Not Anticipated To Be Voted On.

13.1. Council Bill 2024-121 (Horton)

A special ordinance authorizing the City Manager, or designee, to enter into a License Agreement to Use City Property with the Commercial Street Community Improvement District, for the purpose of allowing the installation and placement of concrete pads and screening for solid waste containers on City rights-of-way and City-owned property.

13.2. Council Bill 2024-122 (Hardinger)

A special ordinance authorizing the City Manager, or designee, to enter into a contract to purchase the property generally described as 1660 and 1661 North Boonville Avenue and to execute all necessary documents in support thereof; and authorizing the City Manager, or designee, to enter into a contract to purchase current furnishings within said property.

14. PETITIONS, REMONSTRANCES AND COMMUNICATIONS.

15. NEW BUSINESS.

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

15.2. The City Manager recommends the following reappointments to the Springfield - Greene County Park Board: Susan Turner and Mark McNay with terms to expire June 1, 2027.

15.3. The City Manager recommends the following appointment to the Springfield - Greene County Park Board: Dale Moore with term to expire June 1, 2027.

15.4. The Public Involvement Committee recommends the following appointment to the Board of Equalization: Trish Hubbell with term to expire April 1, 2025.

15.5. The Public Involvement Committee recommends the following reappointments to the Citizens' Advisory Committee for Community Development: Zipporah Burns and Beth (Mary) Nichols with terms to expire May 1, 2027.

15.6. The Public Involvement Committee recommends the following reappointments to the Citizens' Tax Oversight Committee: Charles Cowherd, Duane Keys, and Ray Lampert with terms to expire May 1, 2027.

15.7. The Public Involvement Committee recommends the following appointment to the Landmarks Board: Nichole Falconer with term to expire November 1, 2024.

15.8. The Public Involvement Committee recommends the following reappointment to the Personnel Board: Russell Rowe with term to expire March 1, 2027.

15.9. The Public Involvement Committee recommends the following reappointments to the Police Officers' and Fire Fighters' Retirement System Board of Trustees: Justin Setser and Charles Munsey with terms to expire April 30, 2027.

16. UNFINISHED BUSINESS.

17. MISCELLANEOUS.

18. CONSENT AGENDA – FIRST READING BILLS.

19. CONSENT AGENDA – ONE READING BILLS.

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

20.1. Council Bill 2024-116 (Hosmer)

A special ordinance authorizing the City Manager, or designee, to enter into a Municipal Agreement with the Missouri Highways and Transportation Commission to define construction and maintenance responsibilities associated with Route Loop 44 and Business 65 improvements.

20.2. Council Bill 2024-117 (Carroll)

A special ordinance authorizing the City Manager, or designee, to enter into a Municipal Agreement with the Missouri Highways and Transportation Commission to define construction and maintenance responsibilities associated with the Route EE, Loop 44, US 160, OR 65 and Route YY improvements to pedestrian facilities.

21. END OF CONSENT AGENDA.

22. ADJOURN.

City of Springfield

Minutes

REVISED
City Council

Ken McClure, Mayor

Zone Councilmembers	**General Councilmembers**
Monica Horton, Zone 1	Heather Hardinger, General A
Abe McGull, Zone 2	Craig Hosmer, General B
Brandon Jenson, Zone 3	Callie Carroll, General C
Matthew Simpson, Zone 4	Derek Lee, General D

June 10, 2024 | **6:30 PM** | **Regional Police-Fire Training Center 2620 West Battlefield Road Room 101, 102, and 103**

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1. ROLL CALL.

Present: Councilmember Carroll, Councilmember Lee, Councilmember Jenson, Councilmember Horton, Councilmember McGull, Mayor Pro Tem Simpson, Councilmember Hosmer, Councilmember Hardinger, and Mayor McClure. Absent: None.

2. APPROVAL OF MINUTES.

2.1. Approval of Minutes. May 20, 2024, City Council Meeting, June 3, 2024, Special City Council Meeting, and June 4, 2024, Special City Council Meeting.

Mayor Pro Tem Simpson moved to approve the minutes of the May 20, 2024, City Council Meeting, the June 3, 2024, Special City Council Meeting, and the June 4, 2024, Special City Council Meeting. Councilmember Hosmer seconded the motion, and the minutes were approved as presented by the following vote: Ayes: Councilmember Jenson, Councilmember Horton, Councilmember McGull, Mayor Pro Tem Simpson, Councilmember Hosmer, Councilmember Hardinger, Councilmember Carroll, Councilmember Lee, and Mayor McClure. Nays: None. Absent: None. Abstain: None.

3. FINALIZATION AND APPROVAL OF CONSENT AGENDAS.

CITIZENS WISHING TO SPEAK TO OR REMOVE ITEMS FROM THE CONSENT AGENDAS MUST DO SO AT THIS TIME.

The Consent Agenda was approved as presented by the following vote: Ayes: Councilmember Jenson, Councilmember Horton, Councilmember McGull, Mayor Pro Tem Simpson, Councilmember Hosmer, Councilmember Hardinger, Councilmember Carroll, Councilmember Lee, and Mayor McClure. Nays: None. Absent: None. Abstain: None.

4. CEREMONIAL MATTERS.

5. CITY MANAGER REPORT, POLICE CHIEF REPORT, AND RESPONSES TO QUESTIONS RAISED AT THE PREVIOUS CITY COUNCIL MEETING.

Jason Gage, City Manager, noted Springfield Fire Department crews responded to a mutual aid request to Fair Grove on Saturday night to assist with a water rescue. They successfully rescued a 12-year-old boy and a 45-year-old man from the river.

Mr. Gage noted Fire Chief David Pennington had provided City Council with the department's annual report.

Mr. Gage provided a reminder Council Lunch would begin at 11:30 a.m. on Tuesday, June 11. The time was updated to accommodate a longer agenda.

Mr. Gage noted Ron Schneider was named Director of Parks and Recreation for the Springfield-Greene County Park Board. Mr. Schneider replaced Bob Belote, who retired as director in January after a 20-year history with the Parks Department. He added Jim Fisher was currently serving as interim director. Mr. Schneider will begin work on Monday, July 8.

Mr. Gage noted Assistant Park Director Kim Reser was recently recognized nationally as the 2024 recipient of the Professional Fellow Award from the National Association of County Park and Recreation Officials. The Professional Fellow Award was the top award given to a full-time professional currently working in the parks and recreation field at all levels. The recipient was selected by their fellow peers who were leading various nationally recognized park and recreation agencies throughout the country. Mr. Gage congratulated Ms. Reser.

Mayor McClure congratulated Ms. Reser.

Kim Reser expressed her appreciation for the opportunity to work with the Parks Department and noted it had been an honor to serve the department and Greene County citizens. She thanked Dan Kinney and Jody Adams for hiring her and thanked Mr. Gage for the acknowledgment.

Paul Williams, Police Chief, provided an update. Chief Williams noted crime was trending down with a 2.5-percent reduction overall. He added the three categories of Crimes Against Persons, Crimes Against Property, and Crimes Against Society would be presented for the first quarter. Chief Williams noted Crimes Against Persons showed an overall decrease. He added there was a three-percent reduction in Crimes Against Property, with a 25-percent decrease in robbery and a decrease in motor vehicle theft. Chief Williams noted a 10-percent reduction in burglary. He further noted Crimes Against Society showed an increase due to more arrests for narcotics violations. Chief Williams noted there were 21 instances of shots fired during the month of April with 2 injured, and 70 shots fired for the first quarter with 10 injured. He noted if the trend continued, this would be the lowest number in approximately a decade.

Chief Williams provided an update on the Data-Driven Approach to Crime (DDACTS). Chief Williams noted there was a 10-percent decrease in calls for service for the quarter. There were 14,605 traffic stops and the average call for service per officer each month was 501. Chief Williams noted there were currently 58 vacant positions for sworn officers. The goal for the September Academy class was 25. Chief Williams added there were currently 12 Police Service Representative vacancies. Chief Williams provided a 2024 recruitment campaign update. He noted the current marketing utilized television, radio, and social media. Current incentives for recruitment included $5,000 to $10,000 incentives, student loan reimbursement, and expanded alternatives for application to testing.

Councilmember McGull expressed his belief the Chief provided a good report. He asked if the number of miles patrolled could be provided. Chief Williams noted this information was tracked and could be added to the report.

Councilmember Hosmer asked how many car stops resulted in citations and for the breakdown of calls for service. Chief Williams responded he would provide the information to City Council. Councilmember Hosmer noted he received calls from citizens regarding cars without license plates. Chief Williams encouraged citizens to call with a description of the vehicle.

Councilmember Jenson thanked Chief Williams for the presentation. He noted the numbers show officers take approximately four calls per hour. He asked if there was a standard for how many calls were handled in an hour. Chief Williams noted they continually review calls and time management. He added the primary goal for traffic officers was responding to 911 calls. Councilmember Jenson asked what City Council could do to help noise ordinances be enforced more easily. Chief Williams expressed his belief the ordinances were appropriate and other factors make enforcement more difficult.

Councilmember McGull asked about the difficulty of purchasing police vehicles. Chief Williams noted the City was in queue for vehicles and the 2025 vehicles were anticipated to be received in approximately April 2025.

6. SECOND READING AND FINAL PASSAGE.

Citizens Have Spoken. May Be Voted On.

6.1. Council Bill 2024-095 (Hosmer)

A special ordinance setting a preliminary tax levy on real and personal property for current expenses and debt retirement of the City of Springfield, Missouri, and its boards and agencies, for the Fiscal Year beginning July 1, 2024, and ending June 30, 2025; and declaring an emergency pursuant to Section 2.12(5) of the City Charter.

Ordinance 27998. Council Bill 2024-095 (Hosmer) was approved by the following vote: Ayes: Councilmember Jenson, Councilmember Horton, Councilmember McGull, Mayor Pro Tem Simpson, Councilmember Hosmer, Councilmember Hardinger, Councilmember Carroll, Councilmember Lee, and Mayor McClure. Nays: None. Absent: None. Abstain: None.

6.2. Council Bill 2024-096 (Hosmer)

A special ordinance adopting a budget for the City of Springfield, Missouri, for the Fiscal Year beginning July 1, 2024, and ending June 30, 2025; providing that certain amounts shown in the budget document were appropriated for the various departments specified in said budget; and declaring an emergency pursuant to Section 2.12(3) of the City Charter

Ordinance 27999. Council Bill 2024-096 (Hosmer) was approved by the following vote: Ayes: Councilmember Jenson, Councilmember Horton, Councilmember McGull, Mayor Pro Tem Simpson, Councilmember Hosmer, Councilmember Hardinger, Councilmember Carroll, Councilmember Lee, and Mayor McClure. Nays: None. Absent: None. Abstain: None.

6.3. Council Bill 2024-097 (Carroll)

A special ordinance authorizing and directing the issuance, sale, and delivery by the City of Springfield, Missouri, of Special Obligation Improvement Bonds, in one or more series in an aggregate principal amount not to exceed $26,000,000 for the purpose of providing funds to pay costs related to Phase I improvements to the Art Museum, improvements to historic City Hall, the City's workforce development operations building and refurbishment of the Jefferson Avenue Footbridge; amending the Fiscal Year 2024 budget of the City in the amount of $26,000,000 and amending the Fiscal Year 2025 budget of the City in the amount of $2,703,000; authorizing and approving certain documents in connection with the issuance of the Bonds; authorizing certain other documents and actions in connection therewith; and declaring an emergency pursuant to Section 2.12(3) of the City Charter.

Councilmember Jenson noted he would like to follow up on the proposed regarding feedback received at the previous meeting from the Workforce Development Board Director. He noted the board voted to recommend the Council of Local Elected Officials (CLEO) dissolve its agreement with the City of Springfield. Councilmember Jenson asked if the City would be able to meet the debt service payments without the revenues from these organizations. Jason Gage, City Manager, responded action taken was specific to the fiscal agent role and was a limiting role regarding budgetary impact. He added based on the action of a fiscal agent role, there would be no measurable impact on the City's ability to make payments. Councilmember Jenson asked if there would be an impact on the ability to make debt payments if the administrative service agreement were dissolved. Mr. Gage responded any future action would begin to have some impact. He noted the City would then explore alternative grant opportunities. Mr. Gage further noted renting spaces in the new building was factored in as a cost-savings measure.

Councilmember Horton noted there was a request for American Rescue Plan Act (ARPA) funds for City Hall. She asked if the funds for City Hall would be covered under the proposed Special Obligation Bonds rather than through a request for ARPA funds. David Holtmann, Director of Finance, responded the City Hall ARPA request was for potential additional abatement costs. He added the current budget had set aside approximately $750,000 for abatement costs. Mr. Holtmann noted the City Hall project would be put out for bid in the next few weeks, and based on the size of the project, staff expressed their belief it would be prudent to increase the reserved amount. Councilmember Horton asked about the $4.4 million in funding for City Hall in a forthcoming bill. Mr. Holtmann responded the General Fund allocation would allow greater flexibility for the Workforce Development building as the Special Obligation Bonds were tax-exempt and had specific Internal Revenue Service (IRS) regulations.

Councilmember Horton expressed her concern there appeared to be a funding gap for the City Hall project. Mr. Gage noted there would be a possible funding gap for City Hall as there were multiple pieces to go out for bid. He added using the Construction Manager At Risk would be an advantage.

Mayor Pro Tem Simpson expressed his support for the proposed. He noted the bond financing was tied to several important projects, including the Art Museum project. Mayor Pro Tem Simpson highlighted the importance of having contingencies for the Workforce Development project.

Councilmember McGull noted there were many unknowns. He added should the abatement cost be less than estimated, ARPA funding could possibly be reallocated to other projects. Mr. Holtmann responded there could be an opportunity to use the funds for other options. He added reallocation of funds would need to be considered by October or November of this year. He added the estimate for abatement would be received by June 18, 2024.

Ordinance 28000. Council Bill 2024-097 (Carroll) was approved by the following vote: Ayes: Councilmember Jenson, Councilmember Horton, Councilmember McGull, Mayor Pro Tem Simpson, Councilmember Hosmer, Councilmember Hardinger, Councilmember Carroll, Councilmember Lee, and Mayor McClure. Nays: None. Absent: None. Abstain: None.

6.4. Council Bill 2024-098 (Lee)

A special ordinance amending the Fiscal Year 2023-2024 budget by reallocating carryover funds in the amount of $4,400,000, appropriated in Ordinance 27967 for Historic City Hall renovations, to the Workforce Development building acquisition and renovation project.

Ordinance 28001. Council Bill 2024-098 (Lee) was approved by the following vote: Ayes: Councilmember Jenson, Councilmember Horton, Councilmember McGull, Mayor Pro Tem Simpson, Councilmember Hosmer, Councilmember Hardinger, Councilmember Carroll, Councilmember Lee, and Mayor McClure. Nays: None. Absent: None. Abstain: None.

7. RESOLUTIONS.

Citizens May Speak. May Be Voted On.

7.1. Council Bill 2024-099 (Simpson)

A resolution granting a Short-Term Rental Type 2 permit for the property generally located at 2960 East Huron, for the purpose of allowing the establishment of a Short-Term Rental Type 2 pursuant to Section 36-473 of the Land Development Code.

Bob Hosmer, Planning Manager, provided a brief overview of the proposed. Mr. Hosmer noted the proposed would allow for a Short-Term Rental Type 2 at the property located at 2960 East Huron. He added the property was located on a short-block face and would need City Council approval for that reason. Mr. Hosmer noted the proposed received 75 percent of the signatures required, and no protest petitions were received.

Mayor Pro Tem Simpson asked for confirmation the only reason the issue had come before City Council was due to the block-face requirement. Mr. Hosmer responded affirmatively.

Councilmember Hosmer asked how many Short-Term Rentals had come before City Council due to the block-face requirement. Mr. Hosmer responded there were 27 appeals, and he would review how many were due to the block-face requirement and present those to City Council. Councilmember Hosmer asked where the block-face ordinance information could be found. Mr. Hosmer responded it was listed in Section 36-473. Councilmember Hosmer asked how many short-term rentals were in the City and how many of those were illegal. Mr. Hosmer responded there were 312 registered short-term rentals and approximately 100 letters were sent out regarding illegal short-term rentals. Councilmember Hosmer expressed his belief these were a disservice to the City. Councilmember Hosmer expressed his opposition to the proposed.

An opportunity was given for citizens to express their views. With no appearances, the public hearing was declared closed.

Mayor McClure expressed his opposition to the proposed due to the City Code block-face requirement.

Councilmember Carroll asked why the block-face requirement was created. Mayor McClure responded it was created so there would not be too many short-term rentals on one block.

Mayor Pro Tem Simpson expressed his support for the proposed. He expressed his belief there was not a density issue, but one too few houses on the block-face.

Councilmember Hardinger asked if there was a way for applicants to view the block prior to application. Mr. Hosmer responded there was a short-term rental map online.

Councilmember McGull expressed his support for the proposed and expressed his belief individuals who utilized short-term rentals in the City come here for work opportunities.

Councilmember Horton noted the proposed was due to the appeal process and asked if the applicant was present.

Jeffrey Haymes, the applicant, noted the property was in the Galloway area and was a short-term rental for a few years prior to changes in the Code. He added the property was recently rented to a medical professional, and he would like to offer the property as a short-term rental in compliance with the City Code.

Councilmember Hosmer asked if the property was previously a short-term rental. Mr. Haymes responded it was a short-term rental, then a regular rental, and they would like to offer the property as a short-term rental at this time.

Council Bill 2024-099 (Simpson) was approved by the following vote: Ayes: Councilmember Jenson, Councilmember Horton, Councilmember McGull, Mayor Pro Tem Simpson, Councilmember Hardinger, Councilmember Carroll, and Councilmember Lee. Nays: Councilmember Hosmer and Mayor McClure. Absent: None. Abstain: None.

8. EMERGENCY BILLS.

9. PUBLIC IMPROVEMENTS.

10. GRANTS.

Citizens May Speak. May Be Voted On.

10.1. Council Bill 2024-100 (Hardinger)

A special ordinance authorizing the City Manager, or designee, to enter into a Surface Transportation Block Grant Program Agreement with the Missouri Highways and Transportation Commission for the purpose of appropriating federal funds to partially reimburse the base salaries of up to seven City employees who work at the Transportation Management Center; and declaring that this Ordinance qualifies for approval in one reading pursuant to City Charter Section 2.16(25).

Brian Doubrava, Principal Engineer, provided a brief overview of the proposed. Mr. Doubrava noted the proposed would allow the City to enter into a Surface Transportation Block Grant Program Agreement with the Missouri Highways and Transportation Commission for the purpose of appropriating federal funds of up to $480,000 to partially reimburse up to 80-percent of the base salaries of up to seven City employees who work at the Transportation Management Center. He added the wages come from the Transportation Fund budget, and the block grant funds had been utilized since 2008.

An opportunity was given for citizens to express their views. With no appearances, the public hearing was declared closed.

Ordinance 28002. Council Bill 2024-100 (Hardinger) was approved by the following vote: Ayes: Councilmember Jenson, Councilmember McGull, Mayor Pro Tem Simpson, Councilmember Hosmer, Councilmember Hardinger, Councilmember Carroll, Councilmember Lee, and Mayor McClure. Nays: None. Absent: Councilmember Horton. Abstain: None.

11. AMENDED BILLS.

12. COUNCIL BILLS FOR PUBLIC HEARING.

13. FIRST READING BILLS.

Citizens May Speak. Not Anticipated To Be Voted On.

13.1. Council Bill 2024-101 (Hosmer)

A special ordinance authorizing the City Manager, or designee, to enter into an agreement with the Springfield Convention and Visitors Bureau, Inc., in an amount to equal forty-seven percent (47%) of the City's proceeds from the hotel/motel gross receipts tax for the purpose of promoting travel and tourism within the City of Springfield.

Mark Hecquet, President/CEO of the Springfield Convention and Visitors Bureau (CVB), provided a brief overview of the proposed. Mr. Hecquet noted a slight increase of 3.8 percent in revenues had been forecast. He added an increase in short-term rental revenue had been seen. Mr. Hecquet noted short-term rentals had been woven into their strategies. He further noted the commitment to the Cooper/Killian Complex payment and a change in the Missouri State Tourism Program would cause the CVB to work with fewer funds in the upcoming year. He added their marketing was experiencing changes, and there would be a greater emphasis on accessibility.

Mr. Hecquet noted they were working with a national public relations agency to increase tourism. He further noted the CVB was exploring ways to increase international visitors through the promotion of Route-66. Mr. Hecquet thanked all who attended the Toast To Tourism event.

Councilmember McGull thanked Mr. Hecquet for his presentation. Councilmember McGull expressed his opinion he would like to see more conventions come to Springfield. He asked what the City could do to have more conventions come to the City. Mr. Hecquet responded there were multiple reasons, including having facilities that were able to compete. He added neighboring communities had expanded their facilities. Councilmember McGull asked if this was included in a long-term plan. Mr. Hecquet responded the Expo Center would need to be renovated and the Sears building rebuilt to allow for an open area.

Mayor Pro Tem Simpson thanked Mr. Hecquet for his presentation and for the CVB's support of the Cooper/Killian complex. Mr. Hecquet noted the goal of the CVB was to deliver on making the City better.

Councilmember Jenson asked if short-term rentals contributed to declining hotel stays. He expressed his concern about incentivizing short-term rentals. Mr. Hecquet responded incentivization was a concern to the hotel community. He added short-term rentals had impacted the market due to individuals' travel patterns.

Councilmember Hosmer asked if there was a desired number of short-term rentals to allow in the City. Mr. Hecquet responded issues with short-term rentals lean more toward issues in residential areas. He added branded hotels had entered the short-term rental market. Councilmember Hosmer asked if short-term rentals were required to meet the same accessibility requirements as hotels. Jordan Paul, City Attorney, responded the information would be provided.

An opportunity was given for citizens to express their views. With no appearances, the public hearing was declared closed.

13.2. Council Bill 2024-102 (Carroll)
A special ordinance authorizing the City Manager, or designee, to enter into an agreement with the Greater Springfield Area Sports Commission, Inc., in an amount to equal four and one-half percent (4.5%) of the City's proceeds from the hotel/motel gross receipts tax to promote the attraction of sporting events to the community.

Lance Kettering, Executive Director of the Greater Springfield Area Sports Commission, provided a brief overview of the proposed. Mr. Kettering noted some events that added to the success of the Commission included the 2024 BMX International Nationals, which would return in 2025, and the Missouri USA Wrestling tournament. Mr. Kettering expressed his appreciation for the opportunity to bring sporting events to the City. He added the funds would be utilized to make the City a sports destination.

Councilmember Carroll thanked Mr. Kettering for his presentation.

An opportunity was given for citizens to express their views. With no appearances, the public hearing was declared closed.

13.3. Council Bill 2024-103 (Lee)

A special ordinance authorizing the City Manager, or designee, to enter into an agreement with the Springfield Regional Arts Council, Inc., in an amount to equal four and one-half percent (4.5%) of the City's proceeds from the hotel/motel gross receipts tax to support the arts and cultural tourism in the community.

Leslie Forrester, Executive Director of the Springfield Regional Arts Council, provided a brief overview of the proposed. Ms. Forrester noted the work of the Arts Council fell into three categories: to advocate, educate, and collaborate to add a vibrant creative economy to the city. She added the arts sector generated $89.2 million in economic activity each year, drew 1.8 million individuals to arts and cultural events, and supported over 1,000 jobs. Ms. Forrester noted education was provided through accessible programming and promoted well-rounded individuals and critical thinking. She added they collaborate through programming and cultural development, including ArtWalk and ArtsFest.

An opportunity was given for citizens to express their views. With no appearances, the public hearing was declared closed.

13.4. Council Bill 2024-104 (Lee)

A special ordinance authorizing the City Manager, or designee, to enter into an Intergovernmental Agreement with the Board of Governors of Missouri State University for the purpose of continuing to provide enhanced law enforcement services within and around the Missouri State University campus.

Paul Williams, Police Chief, provided a brief overview of the proposed. Chief Williams noted the proposed would allow the City to enter an agreement with the Board of Governors of Missouri State University to continue providing enhanced law enforcement services within and around the Missouri State University campus. He added the City had a relationship with Missouri State for nearly thirty years with a Sargent, Corporal, and eight Police Officers assigned to the substation. Chief Williams noted the proposed was a renewal of the contract with a slight increase.

An opportunity was given for citizens to express their views. With no appearances, the public hearing was declared closed.

13.5. Council Bill 2024-105 (Hardinger)

A special ordinance amending the budget for Fiscal Year 2023-2024 for the Department of Environmental Services in the amount of $3,400,000 to appropriate retained earnings from the Clean Water Fund for the construction of the Glenwood Regional Detention & Chestnut Phase II capital improvement project.

Ron Petering, Assistant Director of Environmental Services, provided a brief overview of the proposed. Mr. Petering noted the proposed would appropriate funds in the amount of $3.4 million from the Clean Water Fund for the construction of the Glenwood Regional Detention & Chestnut Phase II capital improvement project. He added the project would be bid soon. Mr. Petering noted the proposed was a collaborative project with the Public Works Department. He added the project would increase the size of the sewer pipe at the west edge and install green infrastructure features. The funds included a contingency.

An opportunity was given for citizens to express their views. With no appearances, the public hearing was declared closed.

13.6. Council Bill 2024-106 (Horton, McGull)

A special ordinance approving the plans and specifications for Division Street and National Avenue Intersection Improvements; accepting the bid of Hartman & Company, Inc. for construction of the Division Street and National Avenue Intersection Improvements Project; and authorizing the City Manager, or designee, to enter into a contract with such bidder for the not to exceed price of $2,629,522.50.

Paula Brookshire, Principal Engineer, provided a brief overview of the proposed. Ms. Brookshire noted the proposed would approve plans for intersection improvements at the Division Street and National Avenue intersection. She added the intersection was unique due to how the railroad crossed the intersection. Ms. Brookshire further noted Public Works had been working with BNSF Railway to coordinate safety improvements to the intersection. She added the improvements included railway safety improvements and roadway improvements such as flashing light signals, new concrete railway crossing surfaces, new concrete pavement intersections, pedestrian enhancements, geometric improvements including dedicated right turn lanes, and other added safety improvements. Ms. Brookshire noted the not to exceed price of $2,629,522.50 was $1 million less than the other estimate received, and $750,000 over the engineer's estimate. She added the bids and estimate were reviewed by line item and increases were spread across the bid. Ms. Brookshire noted the Highway Cost Index would be used for estimating future projects.

Councilmember McGull thanked Ms. Brookshire for the presentation. He noted competition for funds from the Infrastructure Bill had caused prices to rise. Councilmember McGull expressed his appreciation for the project.

Councilmember Lee asked if it would be possible to know the number of projects the City had re-bid over the last few years. He expressed he would like to have a plan for bidding projects. Dan Smith, Director of Public Works, responded the information would be gathered and provided.

Councilmember Horton expressed her belief the area was a catalyst area. She added the area would be worthy of public improvement to compliment adjacent improvements. Councilmember Horton asked if there were any transit improvements planned. Ms. Brookshire responded she was not aware of any transit plans in the area.

An opportunity was given for citizens to express their views. With no appearances, the public hearing was declared closed.

13.7. Council Bill 2024-107 (Horton)

A special ordinance approving the plans and specifications for Jefferson Avenue Footbridge Rehabilitation Improvements; accepting the bid of Branco Enterprises, Inc. for construction of the Jefferson Avenue Footbridge Rehabilitation Project; and authorizing the City Manager, or designee, to enter into a contract with such bidder for the not to exceed price of $10,831,689.

Dan Smith, Director of Public Works, provided a brief overview of the proposed. Mr. Smith noted the proposed would approve plans for the Jefferson Avenue Footbridge Rehabilitation Improvements. He added the design goals were to rehabilitate the bridge and retain its historical significance. Mr. Smith further noted contractors expressed concern about the paint system. He added an alternate for the bid was added to address the concern. Mr. Smtih provided four options, noting they were bringing forth Option D.

Mr. Smith noted the price increases in the past few years had been dramatic. He added the structure would need to be carefully restored. The project crossed thirteen active rail lines. Mr. Smith further noted the project bid with the full paint system also added risk due to old lead paint on the structure. The not to exceed price would be $10,831,689 for option D. Option A, Option B, and Option C provided a lower cost with a shorter life cycle for maintenance than Option D. He noted Option D would address the paint system and have the longest life cycle.

Councilmember McGull asked what the guarantee would be for the 20–25-year life cycle. Mr. Smith responded the warranty was generally one year. He added the paint system specified had an expected life cycle of 25 years based on experience with the system. Councilmember McGull asked how the Farmer's Market would be impacted during construction. Mr. Smith responded the Farmer's Market would need to be moved during construction.

Councilmember Hosmer asked for the construction timeline. Mr. Smith responded construction was estimated to last approximately six months for material acquisition and completion was estimated to be by the end of summer next year. Councilmember Hosmer asked if the contract called for lighting on the bridge. Mr. Smith responded affirmatively.

An opportunity was given for citizens to express their views. With no appearances, the public hearing was declared closed.

13.8. Council Bill 2024-115 (Hardinger)

A general ordinance amending the Springfield City Code, Chapter 2, ‘Administration,’ Sections 2-3, 2-331, 2-332, 2-360, 2-361, and 2-362, to combine the Department of Economic Vitality with the Department of Workforce Development and creating the Department of Economic Vitality and Workforce Development.

Amanda Ohlensehlen, Director of Economic Vitality, provided a brief overview of the proposed. Ms. Ohlensehlen noted the proposed would combine the Department of Economic Vitality with the Department of Workforce Development to create the Department of Economic Vitality and Workforce Development. She further noted the two departments would streamline operations and enhance services long-term. Ms. Ohlensehlen added the two departments have continuously worked together to maximize programs. She noted the Department of Economic Vitality was created in 2021 to elevate the City and have a proactive approach to attracting investment for growth. Ms. Ohlensehlen noted Workforce Development services had been offered since 1974. The Workforce Development programs reach out to the region. Ms. Ohlensehlen further noted the department combination would align with City Council Priorities. She added the two departments combined manage a nearly $30 million grant portfolio. Ms. Ohlensehlen noted the department had operated Brownfields grant programs and a revolving loan program. She added Economic Vitality had $840,000 appropriated which supported five full-time employees. The Workforce Development was almost entirely grant funded at an amount of approximately $13 million. Ms. Ohlensehlen noted significant savings could be seen through collaboration internally and with outside agents. Activities for cost-savings included organizational realignment and potential building relocation to help place services in areas where individuals have the highest barriers. She further noted a grant management division would be added. Ms. Ohlensehlen added an important goal would be attraction and retention of employers and employees. She noted the next steps would be a communication plan, ongoing media presence, and collaboration with partners to identify service gaps.

An opportunity was given for citizens to express their views. With no appearances, the public hearing was declared closed.

13.9. Council Bill 2024-108 (Lee)

A special ordinance approving a collective bargaining agreement by and between the City of Springfield, Missouri, and the International Association of Fire Fighters, Southern Missouri Professional Fire Fighters Local 152, the Exclusive Representative of a certain bargaining unit within the Fire Department; authorizing the City Manager, or designee, to execute said agreement by and on behalf of the City of Springfield, Missouri, and providing additional authority.

Anita Cotter, City Clerk, read Council Bills 2024-108, 2024-109, and 2024-110 together. The summary can be found under Council Bill 2024-110.

13.10. Council Bill 2024-109 (Hosmer)

A special ordinance approving the Second Amendment to the July 1, 2022, collective bargaining agreement between the City of Springfield, Missouri, and the International Brotherhood of Electrical Workers AFL-CIO Union Number 753, the exclusive representative of a certain bargaining unit within the Crafts, Trades, and Labor employee group, representing changes resulting from wage reopener negotiations; authorizing the City Manager, or designee, to execute said agreement by and on behalf of the City of Springfield, Missouri, and providing additional authority.

Anita Cotter, City Clerk, read Council Bills 2024-108, 2024-109, and 2024-110 together. The summary can be found under Council Bill 2024-110.

13.11. Council Bill 2024-110 (Hardinger)

A special ordinance approving a collective bargaining agreement by and between the City of Springfield, Missouri, and the International Brotherhood of Electrical Workers AFL-CIO Union Number 753, the Exclusive Representative of a certain Bargaining Unit within the Professional, Administrative, and Technical Employee group; authorizing the City Manager, or designee, to execute said agreement by and on behalf of the City of Springfield, Missouri, and providing additional authority.

Anita Cotter, City Clerk, read Council Bills 2024-108, 2024-109, and 2024-110 together. Darla Morrison, Director of Human Resources, provided a brief overview of the proposed. Ms. Morrison noted the proposed would approve the collective bargaining agreements between the City of Springfield and the International Brotherhood of Electrical Workers AFL-CIO Union Number 753, the Exclusive Representative of a certain Bargaining Unit within the Professional, Administrative, and Technical Employee group, the International Brotherhood of Electrical Workers AFL-CIO Union Number 753, the exclusive representative of a certain bargaining unit within the Crafts, Trades, and Labor employee group, and the International Brotherhood of Electrical Workers AFL-CIO Union Number 753, the Exclusive Representative of a certain Bargaining Unit within the Professional, Administrative, and Technical Employee group. Ms. Morrison further noted all bargaining units had ratified the respective contracts which included pay improvements. She added the contract with the International Brotherhood of Electrical Workers AFL-CIO Union Number 753, the Exclusive Representative of a certain Bargaining Unit within the Professional, Administrative, and Technical Employee group highlights included funding of merit steps and a 1.75% across-the-board pay increase to the top step, and a 2.25% increase for all remaining active steps.

Ms. Morrison noted the highlights to the International Brotherhood of Electrical Workers AFL-CIO Union Number 753, the exclusive representative of a certain bargaining unit within the Crafts, Trades, and Labor employee group included pay improvement such as funding merit steps and adding a new top step at 2.5 percent above the current top step. Ms. Morrison noted highlights to the the International Brotherhood of Electrical Workers AFL-CIO Union Number 753, the Exclusive Representative of a certain Bargaining Unit within the Professional, Administrative, and Technical Employee group as a new contract included pay improvements such as funding pay and merit steps, and a new top step at 2.5 percent above the current top step. She added a new holiday on the day after Thanksgiving was negotiated for all three groups.

An opportunity was given for citizens to express their views. With no appearances, the public hearing was declared closed.

13.12. Council Bill 2024-112 (Lee)

A general ordinance amending the Springfield City Code, Section 2-92. “Salary Ordinance,” by amending various job titles within the City service to add or delete various job titles; by providing pay adjustments for non-bargaining unit employees on the following salary schedules: Professional, Administrative, and Technical (Non-Union and Unclassified), Crafts, Trades and Labor Non-Union, Fire Protection Schedule Non-Union (80 and 112 Hour), and Law Enforcement Schedule Non-Union; and by incorporating pay improvements impacting bargaining unit members that were negotiated and tentatively agreed to.

Darla Morrison, Director of Human Resources, provided a brief overview of the proposed. Ms. Morrison noted the proposed would update various job titles based on departmental organizational changes and job studies. She added the annual pay improvements for non-union personnel included funding of merit steps, addition of a new top step at a 2.5 percent increase from the current top step, and addition of a holiday on the day after Thanksgiving.

Councilmember Hosmer asked the percent of union versus non-union in the City. Ms. Morrison responded it was approximately 50 percent.

An opportunity was given for citizens to express their views. With no appearances, the public hearing was declared closed.

13.13. Council Bill 2024-113 (Carroll)

A general ordinance amending the Springfield City Code, Section 2-91. “Merit System Rules and Regulations,” by amending Merit Rules 20.1, 21.1, 21.11, 24.2, and 25.1.

Darla Morrison, Director of Human Services, provided a brief overview of the proposed. Ms. Morrison noted the proposed would allow changes to the Merit Rules to reflect changes in pay, benefits, and holidays as recommended. She further noted the day after Thanksgiving would be added as a holiday. Ms. Morrison noted clarification would be included for employees who had been reinstated to receive unused pin days. She further noted the vacation leave provision would be updated to provide for continuous operation holiday pay. The cap for the change would be raised to 2.5x the annual holiday for the cap. Ms. Morrison added the Vacation Leave Transfer Program (Care Leave Program) would be updated to clarify the title. Ms. Morrison noted the vehicle allowance for certain management positions would be updated. She further noted the Health Insurance cap would be raised from 5 percent to 10 percent to provide for rising health care costs.

Councilmember McGull expressed his agreement with the Vacation Leave Transfer Program. He expressed his belief the benefits package was competitive with the private sector. Councilmember McGull asked how the benefits were marketed to potential applicants. Ms. Morrison responded the current benefits were marketed and would be updated to reflect any changes. Councilmember McGull asked if a stipend for childcare had been considered. Ms. Morrison responded more research would be conducted in the upcoming year.

Councilmember Hosmer asked for clarification on the vehicle allowance. Ms. Morrison responded the vehicle allowance was for management level positions approved by the City Manager. She added the allowance would be raised from $430 per month to $650 per month based on Internal Revenue Service reimbursement rates. Councilmember Hosmer asked for clarification on the health insurance rates. Ms. Morrison responded the cap would be raised to 10 percent. This would allow for flexibility of up to a 10 percent increase if needed due to rising health care costs. Jordan Paul, City Attorney, noted there must be an Industry Survey Source endorsed by the Employee Health Insurance Committee to justify an increase.

An opportunity was given for citizens to express their views. With no appearances, the public hearing was declared closed.

13.14. Council Bill 2024-114 (Simpson)

A general ordinance amending the Springfield City Code, Chapter 2, “Administration,” Article VI, “Finances,” Division 4, “Police Officers’ and Fire Fighters’ Retirement System,” Section 2-484 “In Service Distributions After Retirement and Rehire” to authorize pension payments to certain retirees who are rehired by the City.

Tony Kelley, Administrative Director of the Police and Fire Pension Board, provided a brief overview of the proposed. Mr. Kelley noted the proposed would allow for pension payments to certain retirees who were reinstated. He added a small portion of pensioners would be eligible.

Mayor Pro Tem Simpson thanked Mr. Kelley for his work.

An opportunity was given for citizens to express their views. With no appearances, the public hearing was declared closed.

14. PETITIONS, REMONSTRANCES AND COMMUNICATIONS.

14.1. Patricia Tursi wishes to address City Council.

Patricia Tursi addressed City Council. Ms. Tursi expressed her belief she was a stalking victim. She noted receiving a threat of eviction after presenting a list of various items that had been taken from her to the landlord. Ms. Tursi expressed her concern the issue would escalate.

Councilmember Hosmer asked if Ms. Tursi had thought about using cameras. She responded her daughter had sent her some cameras.

Mayor McClure noted there were companies that could possibly assist with installing the cameras.

14.2. Eric Pauly wishes to address City Council.

Eric Pauly addressed City Council. Mr. Pauly expressed his belief neighborhood cleanups have many benefits. He added all individuals were consumers. Mr. Pauly noted there were limited options for removal of unwanted items. He noted the neighborhood cleanups had been successful over the past four years by removing 113.89 tons of waste, recycling electronics, and repurposing items. Mr. Pauly expressed his belief the City participation in funding cleanups was beneficial.

15. NEW BUSINESS.

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

16. UNFINISHED BUSINESS.

17. MISCELLANEOUS.

18. CONSENT AGENDA – FIRST READING BILLS. See Item #3.

18.1. Council Bill 2024-116 (Hosmer)
A special ordinance authorizing the City Manager, or designee, to enter into a Municipal Agreement with the Missouri Highways and Transportation Commission to define construction and maintenance responsibilities associated with Route Loop 44 and Business 65 improvements.

18.2. Council Bill 2024-117 (Carroll)
A special ordinance authorizing the City Manager, or designee, to enter into a Municipal Agreement with the Missouri Highways and Transportation Commission to define construction and maintenance responsibilities associated with the Route EE, Loop 44, US 160, OR 65 and Route YY improvements to pedestrian facilities.

19. CONSENT AGENDA – ONE READING BILLS. See Item #3.

19.1. Council Bill 2024-118 (Carroll)
A special ordinance authorizing the City Manager, or designee, to accept additional Child Care Health Consultation grant funds from the Federal Department of Health and Human Services, through the Missouri Department of Elementary and Secondary Education, in the amount of $19,950, for use by the Springfield-Greene County Health Department to implement health promotion activities to benefit children; to enter into necessary agreements to carry out the terms of the grant; amending the Fiscal Year 2023-2024 budget in the amount of $19,950 to appropriate the additional grant funds; and declaring this Ordinance qualifies for approval in one reading pursuant to City Charter Section 2.16(25).

Ordinance 28003. Council Bill 2024-118 (Carroll) was by the following vote: Ayes: Councilmember Jenson, Councilmember Horton, Councilmember McGull, Mayor Pro Tem Simpson, Councilmember Hosmer, Councilmember Hardinger, Councilmember Carroll, Councilmember Lee, and Mayor McClure. Nays: None. Absent: None. Abstain: None.

20. CONSENT AGENDA – SECOND READING BILLS.

21. END OF CONSENT AGENDA.

22. ADJOURN.

Mayor Pro Tem Simpson moved to adjourn. Councilmember Jenson seconded the motion, and it was approved by the following vote: Ayes: Councilmember Jenson, Councilmember Horton, Councilmember McGull, Mayor Pro Tem Simpson, Councilmember Hardinger, Councilmember Carroll, Councilmember Lee, and Mayor McClure. Nays: Councilmember Hosmer. Absent: None. Abstain: None.

June 11, 2024
Springfield, Missouri

The City Council met in special session on June 11, 2024, in the Councilman Denny Whayne Conference Room on the 4th Floor of the Busch Municipal Building. The meeting was called to order by Mayor McClure.

Roll Call

Present: Brandon Jenson, Monica Horton, Abe McGull, Matthew Simpson, Craig Hosmer, Heather Hardinger, Callie Carroll, Derek Lee, and Ken McClure. Absent: None.

First Reading: Council Bill 2024-111

Sponsor: Hardinger. Council Bill 2024-111
A special ordinance approving a collective bargaining agreement by and between the City of Springfield, Missouri, and the Springfield Police Officers Association, Fraternal Order of Police Lodge 22, the exclusive representative of a certain bargaining unit within the Police Department; authorizing the City Manager, or designee, to execute said agreement by and on behalf of the City and providing additional authority.

Darla Morrison, Director of Human Resources, provided a brief overview of the proposed. Ms. Morrison noted the proposed would approve a collective bargaining agreement between the City and the Springfield Police Officers Association (SPOA), Fraternal Order of Police Lodge 22. She added the contract was a newly ratified contract with the SPOA. Ms. Morrison noted the highlights included pay and compensation improvements as funding of merit steps, a 2 percent across-the-board pay increase, and restructuring of entry pay. Other highlights included a retention payment effective in the first full pay period of July and premium shift pay for second and third shift, and entertainment zone shifts. Ms. Morrison further noted second shift and entertainment zone shifts would receive an additional $1 per hour, and third shift would receive an additional $1.50 per hour.

Councilmember McGull asked what constituted an entertainment zone. Ms. Morrison responded it included the downtown district. Chief Williams confirmed.

Councilmember Hosmer asked for clarification on the 2-percent pay raise. Ms. Morrison responded the 2-percent pay raise would be across the board. She added non-union commanders would have merit steps funded with the additional of a top step at a 2.5-percent increase. Ms. Morrison noted this was the amount negotiated.

Councilmember McGull noted he would like to see the increase in the pay over the past decade for officers. Ms. Morrison responded the information would be provided.

Councilmember Horton asked if the provisions were included in the budget. Ms. Morrison responded affirmatively. It was approved as salary pool funding.

Mayor McClure noted the Public Hearing would be extended to the June 24, 2024, City council Meeting.

First Reading: Council Bill 2024-119

Sponsor: Hosmer. Council Bill 2024-119
A general ordinance amending the Springfield City Code, Section 2-92, known as the 'Salary Ordinance,' by providing pay adjustments for employees on the Law Enforcement Schedule Union Salary Schedule.

Ms. Morrison noted the proposed would provide pay adjustments for employees on the Law Enforcement Schedule Union Salary Schedule. She added this would codify pay improvements with the salary ordinance.

Mayor McClure noted the proposed was a companion bill to the salary ordinance that passed on June 10, 2024.

Mayor McClure noted the Public Hearing would be extended to the June 24, 2024, City council Meeting.

Closed Session

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

Mayor Pro Tem Simpson seconded the motion, and it was approved by the following vote: Ayes: Horton, McGull, Simpson, Hardinger, Hosmer, Carroll, Lee, Jenson, and McClure. Abstain: None. Absent: None.

Prepared by
Michelle Kaasa

Anita J. Cotter, CMC/MRCC
City Clerk

EXPLANATION TO COUNCIL BILL 2024-101 (HOSMER)

FILED: 06/12/2024

ORIGINATING DEPARTMENT: Finance

TITLE: A special ordinance authorizing the City Manager, or designee, to enter into an agreement with the Springfield Convention and Visitors Bureau, Inc., in an amount to equal forty-seven percent (47%) of the City's proceeds from the hotel/motel gross receipts tax for the purpose of promoting travel and tourism within the City of Springfield.

PURPOSE: To authorize the City Manager, or designee, to enter into an agreement with the Springfield Convention and Visitors Bureau, Inc., in an amount to equal forty-seven percent (47%) of the City's proceeds from the hotel/motel gross receipts tax for the purpose of promoting travel and tourism within the City of Springfield.

BACKGROUND INFORMATION: The Springfield Convention and Visitors Bureau, Inc., ("SCVB") contracts annually with the City to generate economic impact within the City by promoting attractions and increasing overnight travel. Attachments to the Ordinance include the proposed Fiscal Year 2024-2025 contract ("Exhibit A"), the Business Plan Summary ("Exhibit B"), and SCVB's Proposed Budget ("Exhibit C") for Fiscal Year 2024-2025.

The SCVB will receive forty-seven percent (47%) of the five percent (5%) hotel/motel gross receipts tax authorized by Article V of Chapter 70 of the Springfield City Code in exchange for marketing the City as a destination for travel and tourism as outlined in SCVB's Business Plan.

The SCVB's total Fiscal Year 2024-2025 budget is $4,724,115, of which $3,494,015 is budgeted to come from the hotel-motel gross receipts tax; $406,400 from the private sector for advertising; $408,000 from the Division of Tourism through a Cooperative Marketing Program; and $90,700 from interest earnings and other miscellaneous sources.

REMARKS: The Bureau's fifteen (15) member board includes a Deputy City Manager and nine (9) individuals appointed by the Mayor and confirmed by City Council. The board has approved the Fiscal Year 2024-2025 Budget.

Submitted By: Buffee Smith, Contract Administrator

Authorized for inclusion on the agenda pursuant to City Code section 2-33:

Attachments:

1. Springfield Convention and Visitors Bureau Annual Contract_ord
2. Exhibit A - Contract CVB Hotel Motel Tax FY 24 25
3. Exhibit B - FY25 Business Plan
4. Exhibit C - FY25 CVB Revenue & Expense Budget

One-rdg._____
P. Hrngs. _____
Pgs. _____15_____
Filed: _____06-04-24____

Sponsored by: _____Hosmer_____

First Reading: _____ Second Reading: _____
p
COUNCIL BILL _____2024-101_____ SPECIAL ORDINANCE _____

AN ORDINANCE

AUTHORIZING the City Manager, or designee, to enter into an agreement with the Springfield Convention and Visitors Bureau, Inc., in an amount to equal forty-seven percent (47%) of the City's proceeds from the hotel/motel gross receipts tax for the purpose of promoting travel and tourism within the City of Springfield.

_____

WHEREAS, the Springfield Convention and Visitors Bureau, Inc. ("SCVB"), contracts annually with the City to promote economic growth by promoting attractions and increasing overnight travel; and

WHEREAS, pursuant to a ballot measure approved by voters on April 4, 2023, the SCVB is to receive forty-seven percent (47%) of the five percent (5%) hotel/motel gross receipts tax authorized by Article V of Chapter 70 of the Springfield City Code in exchange for promoting travel and tourism within the City, as detailed in the SCVB's Business Plan and Proposed Budget, attached hereto and incorporated herein by this reference as "Exhibit B" and "Exhibit C," respectively; and

WHEREAS, the City estimates that the SCVB's portion of the hotel/hotel gross receipts tax for Fiscal Year 2024-2025 will be approximately $3,494,015.

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

Section 1 – The City Manager, or designee, is hereby authorized to enter into an agreement with the Springfield Convention and Visitors Bureau, Inc., said agreement to be substantially in the same form and content as that document attached hereto and incorporated herein by this reference as "Exhibit A."

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

Passed at meeting: _____

_____
Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: _____, Assistant City Attorney

Approved for Council action: _____, City Manager

Exhibit A

ROUTING ORDER	(1) ORIGINATING DEPARTMENT	(2) CONTRACTOR	(3) FINANCE DEPARTMENT
	(4) LAW DEPARTMENT	(5) CITY MANAGER'S OFFICE	(6) CITY CLERK'S OFFICE
EFFECTIVE DATE July 1, 2024	TERMINATION DATE June 30, 2025	CONTRACT NUMBER:	
(X) NEW CONTRACT			

CITY	CONTRACTOR
City of Springfield **840 N. Boonville Ave, P.O. Box 8368** **Springfield, MO 65802** **Phone: (417) 864-1625** **Attn: David Holtmann, Director of Finance**	**Springfield Convention & Visitors Bureau, Inc.** **815 E. St. Louis Street, Suite 100** **Springfield, MO 65806** **Phone: (417) 881-5300** **Attn: Tonia Castaneda**

AGREEMENT

THIS AGREEMENT made and entered into this_____day of_____, 2024, by and between the City of Springfield, Missouri, a constitutionally chartered municipal corporation of the State of Missouri, hereinafter referred to as the "City," and the Springfield Convention & Visitors Bureau, Inc., a not-for-profit Missouri corporation, hereinafter referred to as the "Contractor."

WITNESSETH:

WHEREAS, the Contractor desires to promote tourism and conventions in the City in accordance with the Contractor's marketing plan for 2024-2025 and budget recommendations at a cost not to exceed forty-seven percent (47%) of the proceeds of the license fee and gross receipts tax authorized by Article V of Chapter 70 of the Springfield City Code, and any additional amounts deposited with the City by the Contractor in addition to said gross receipts tax, for the corresponding period of the term of this Agreement, and

WHEREAS, the City desires to retain the services of the Contractor to promote tourism and conventions in the City.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. TERM. The term of this Agreement shall be from July 1, 2024, to June 30, 2025, subject to any changes to which both parties may subsequently assent in writing.

2. **SCOPE OF SERVICES**. The City will engage the services of the Contractor to establish and perform services which are more particularly described in the Contractor's proposal, attached hereto as ***Exhibit 1*** and incorporated herein by reference. The City authorizes the Contractor, and the Contractor agrees to proceed with the development of programs for those activities listed in ***Exhibit 1.***

3. AGREEMENT ADMINISTRATION. The City designates the City Manager (or his designated alternate) as its representative to whom all communications related to the scope of work, cost, schedule, and personnel matters shall be directed by the Contractor.

The Contractor designates the President of Contractor (or his designated alternate) as its representative concerning all work performed under this Agreement.

The aforementioned representatives of both the City and Contractor shall have primary responsibility and authority on behalf of each respective party to administer this Agreement and to agree upon procedures for coordinating the efforts of both parties under this Agreement.

4. FURNISHING INFORMATION. All information, data, and reports as are existing, available, and necessary for the carrying out of the work shall be furnished to the Contractor without charge by the City, and the City shall reasonably cooperate with the Contractor in connection with this Agreement.

5. COPYRIGHTS. The Contractor shall defend, indemnify and hold the City harmless from any and all claims or causes of action, including reasonable attorneys' fees and legal expenses, arising out of or based upon any alleged infringement of any copyright, or any alleged invasion or infringement of any right of any third party in connection with the Contractor's performance of work hereunder.

6. REPORTS. Reports to the City will be made as follows:

A. Quarterly Reports: The Contractor shall submit an administrative progress report to the City, on a quarterly basis, which describes the work performed during the quarter. This report shall be submitted no later than sixty (60) days following the end of each quarter. This report shall be a synopsis and evaluation of the activity undertaken.

B. Other Reports: The Contractor shall submit to the City such other reports as may be requested or are necessary to inform the City of issues which require City action.

7. PERSONNEL. The Contractor will secure such personnel as are authorized in its City Council-approved budget. Such personnel shall not be employees of or have any contractual relationship with the City except as employees of the Contractor. All of the services required hereunder will be performed by the Contractor or under its direct supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized under state and local law to perform such services.

8. KEY PERSONNEL AND PROGRAM ORGANIZATION. The Contractor will perform all of its services under this Agreement through a staff under the direction of its designated representative, who will be responsible for the management, scheduling, planning and coordination of the work, and for communications between the Contractor and the City, and for the overall fulfillment of all obligations of the Contractor under this Agreement.

9. COMMENCEMENT OF WORK. Services of the Contractor shall commence on July 1, 2024; and shall be completed in a timely manner.

10. PAYMENT. Payments from the City to the Contractor for services under this Agreement will be made as follows:

A. Invoices for expenditures under the approved budget will be paid through the City's weekly accounts payable system. Accounts payable transaction forms received per the City's processing schedule will be processed, and checks will be written to the appropriate vendors by the City of Springfield's Finance Department.

B. A payroll bank account will be maintained containing approximately $75,000 for the purpose of writing net payroll checks to employees and reimbursing the Contractor for the payment of employees' deduction items (employee taxes, insurance, and additional benefits). The fund will be replenished as necessary, on a weekly basis through the City's accounts payable.

C. An additional bank account will be separately maintained to allow for payment of expenses on short notice. The account limit will not exceed $10,000 at any time and the necessary account limit will be set monthly in advance by Finance and the Contractor. The fund will be replenished on a weekly basis through City accounts payable.

D. Each accounts payable form must be coded and signed by the Contractor's designated representative verifying that the services covered are for work actually performed or services rendered by third parties to the Contractor for matters covered under this Agreement. The City will compensate the Contractor only for actual costs incurred in the performance of this Agreement, the fixed costs and the special projects amounts as stipulated in the City Council's approved budget, which is attached hereto and incorporated herein by reference as ***Exhibit 2.***

E. It is expressly understood that in no event will the total reimbursement under the terms of this Agreement exceed forty-seven percent (47%) of the proceeds of the gross receipts tax authorized by Article V of Chapter 70 of the Springfield City Code for the corresponding period of the term of this Agreement, and any additional amounts deposited with the City by the Contractor in addition to said gross receipts tax, unless an increase is specifically and mutually agreed to in writing by both parties.

F. Notwithstanding any other provision of this Agreement, in no event shall the City be required to make payments in excess of forty-seven percent (47%) of the proceeds of the gross receipts tax received by the City, and appropriated by the City Council. Nor shall the City be required to make any payment, so long as the revenues derived from the gross receipts tax do not equal or exceed the payment currently due plus any previous payments, except for return of any additional amounts deposited with the City by the Contractor in addition to said gross receipts tax.

G. The City shall allow expenditures by the Contractor for those numbered items and in those amounts specified on the approved budget attached hereto as ***Exhibit 2.*** Revisions to this budget shall be handled as follows: (1) Budget changes within budget

categories may be authorized by the Contractor's designated representative; (2) Budget changes between budget categories require the written approval of the City Manager; (3) Budget changes that would increase the total budget must be authorized by the City Council.

11. TERMINATION. If, through any cause, the Contractor shall fail to fulfill in timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement by giving written notice to the Contractor of such termination and specifying the effective day of such termination. The City may, without cause, terminate this Agreement upon ninety (90) days prior written notice. In either such event, the Contractor and its subcontractors shall cease all work on the project and all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by the Contractor or City, become the property of the City, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on the project or on such documents or other materials. Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any such breach of this Agreement by the Contractor. Contractor shall insert similar cancellation provisions in all of its contracts except for lease of space.

12. CITY - CONFLICT OF INTEREST. No salaried officer or employee of the City, and no member of the City Council shall have a financial interest, direct or indirect, in this Agreement which is in violation of Section 19.16 of the Springfield City Charter. A violation of this provision renders the Agreement void. Any federal regulations, and applicable provisions in RSMo. Section 105.450 et seq. shall not be violated.

13. RIGHT OF AUDIT

A. Contractor's Books and Records: The Contractor shall keep accurate reports and other records showing in full detail the costs for which the Contractor claims reimbursement. The City may examine, at its own expense, at any time during regular business hours, such time and expense reports and other records at the Contractor's office, and the Contractor agrees that it will produce such records whenever reasonably required by the City. Any expense incurred by the Contractor to prepare the records for audit will be at the expense of the Contractor. If such examination should disclose that the City has paid the Contractor for labor hours which have not in fact been worked, for services not in fact rendered, or for other costs not expended in accordance with this Agreement, the Contractor shall refund to the City an amount equal to any such excesses, plus accrued interest at the rate of 10% (ten percent) per annum.

B. Subcontractor's Books and Records: The Contractor agrees to include the substance of this section in all subcontracts to be performed on a cost reimbursable, hourly rate, or similar basis, giving the City the right to audit, at its own expense, the books and records pertaining to any such subcontract.

14. DISCRIMINATION. The Contractor agrees in the performance of this contract not to discriminate on the ground or because of race, creed, color, national origin or ancestry, sex, religion, handicap, age, status as a protected veteran or status as a qualified individual with a disability, or political opinion or affiliation, against any employee of Contractor or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder. The parties hereby incorporate the requirements of 41 C.F.R. §§ 60-1.4(a)(7), 29 C.F.R. Part 471, Appendix A to Subpart A, 41 C.F.R. § 60-300.5(a) and 41 C.F.R. § 60-741.S(a), if applicable.

A. **This contractor and subcontractor shall abide by the requirements of 41 C.F.R. § 60-300.S(a). This regulation prohibits discriminations against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.**

B. **This contractor and subcontractor shall abide by the requirements of 41 C.F.R. § 60-741.S(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.**

15. INDEPENDENT CONTRACTOR. The Contractor is an independent contractor with respect to all services performed hereunder, and nothing contained herein shall constitute or designate the Contractor or any of its agents or employees as agents or employees of the City of Springfield, Missouri.

The Contractor and its agents, employees, and subcontractors shall not be entitled to any of the benefits established for the employees of the City nor be covered by the Workers' Compensation Program for the City.

16. INDEMNIFICATION AND LIABILITY. The parties mutually agree to the following:

A. In no event shall the City be liable to the Contractor for special, indirect, or consequential damages, whether or not

caused by or resulting from City's negligence, arising out of or in any way connected with a breach of this Agreement. No claim or claims of any kind, either separately or in the aggregate, by the Contractor against the City, and in any way arising out of or in any way connected with this Agreement, whether based on negligence, breach of contract or otherwise shall be greater in amount than the weekly payroll reimbursement amount described in Paragraph 10 hereof.

B. The Contractor shall defend, indemnify, and hold the City harmless from and against any and all claims, losses, and causes of action arising out of any claims or causes of action, including but not limited to personal injuries, death, or damage to property which are incurred by the Contractor, or any third party arising out of or in any way connected with this Agreement.

C. The Contractor assumes full responsibility for relations with subcontractors, and shall defend, indemnify and save harmless the City from and against, any and all liability, suits, claims, damages, costs (including attorneys' fees), losses, outlays, and expenses in any manner caused by, arising out of or connected with this contract, notwithstanding any possible negligence (whether sole, concurrent or otherwise) on the part of the City, its agents or employees.

17. ATTORNEY FEES. In the event of any litigation arising from breach of this Agreement the City shall be entitled to recover from the Contractor all reasonable costs incurred for such litigation, including staff time, court costs, attorney fees, and all other related expenses incurred in such litigation.

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

19. JURISDICTION. The parties mutually agree that jurisdiction and venue for the purposes of any action resulting from this Agreement by the parties shall be in Greene County, Missouri.

20. NOTICES. All notices required or permitted hereunder and required to be in writing may be given by first class mail addressed to the City at 840 Boonville, Springfield, Missouri 65802, and the Contractor at the Springfield Convention & Visitors Bureau, 815 East St. Louis, Suite 100, Springfield, Missouri 65806. The date of delivery of any notice shall be the date falling on the second full day after the day of its mailing.

21. ENTIRE AGREEMENT. This agreement, including any attachments or exhibits, contains the entire agreement of the parties. No modification, amendment, or waiver of any of the provisions of this agreement shall be effective unless in writing specifically referring hereto, and signed by both parties. In the event that the terms of this agreement conflict with the terms of any of the attachments or exhibits, then the terms of this agreement shall control over the terms contained in the attachments or exhibits.

22. AFFIDAVIT FOR CONTRACTS OVER $5,000.00. That pursuant to Missouri Revised Statute Sections 285.525 through 285.550, if this contract exceeds the amount of $5,000.00 and Contractor is associated with a business entity, Contractor shall provide an acceptable notarized affidavit stating that the associated business entity is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services, and that said business entity does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. Additionally, Contractor must provide documentation for said business entity evidencing current enrollment in a federal work authorization program.

23. CONTINGENCIES. This Agreement is contingent upon the Contractor maintaining a not-for-profit corporation as follows:

A. A not-for-profit corporation as defined by the Internal Revenue Code in Section 501 (c) (6).

B. There shall be thirteen voting members of the Board of Directors. Residency within the City of Springfield shall not be required, although residency within Greene, Christian or Webster Counties is required. The ex-officio members of the Board of Directors shall be the Chairman, or his/her designee, and the Chairman Elect, or his/her designee, of the Springfield Area Chamber of Commerce, an appointee by the City Manager, and the immediate past president of the corporation. If someone other than the Chairman or Chairman Elect of the Springfield Area Chamber of Commerce is designated to serve on the Board of Directors of the Springfield Convention & Visitors Bureau, the designee must be a current member of the Chamber of Commerce Board of Directors. The President of the Chamber of Commerce and the President of the Springfield Hotel-Motel Association shall serve on the Board of the Springfield Convention & Visitors Bureau as ex-officio members, without vote. The composition of the Board of Directors shall consist of four ex-officio voting members, two ex-officio non-voting members, as set forth above, and nine voting members appointed by the Mayor of the City and confirmed by the City Council as set forth in the Bylaws of the Convention & Visitors Bureau. The City shall forward to the Contractor nominees for vacancies on the Board of Directors, which nominees shall be made by the Mayor of the City and confirmed by the City Council. Nominees from the City will be made in such a manner as to include at least three representatives from the hospitality industry on the Board of Directors at all times. In consideration of the mutual covenants set forth herein, the Contractor agrees to accept such nominees to its Board of Directors.

C. Contractor agrees, if permitted by law, to insert in its bylaws a provision to not compete with the Chamber of Commerce by providing that the Contractor will not compete with the Chamber in advertising sales for support of publications by restricting its advertising sales for support of publications relating to the tour and travel industry. Contractor hereby covenants with the City that it will not engage in prohibited practices, as described above.

IN WITNESS WHEREOF, the parties hereto evidence their agreement to the terms of this Contract by their signatures below.

CERTIFICATE OF DIRECTOR OF FINANCE

I certify that the expenditure contemplated by this document is within the purpose of the appropriation to which it is to be charged and that there is an unencumbered balance of appropriated and available funds to pay therefor.

_____
Director of Finance or Acting Director

APPROVED AS TO FORM

_____
City Attorney or designee

SPRINGFIELD CONVENTION & VISITORS BUREAU, INC.

By:_____

Name & Title:_____

Attest:

_____
Secretary or designee

CITY OF SPRINGFIELD, MISSOURI

By:_____
City Manager or designee

EXHIBIT B

FY24/25 Business Plan
Executive Summary

Introduction

I am delighted to present the FY 24/25 CVB Business Plan Executive Summary on behalf of the CVB Board of Directors and the CVB Team. This is an exciting period not just for the Springfield CVB, but for the entire Springfield tourism community.

In FY 24/25, the CVB team will introduce several exciting new initiatives to boost visitor numbers to Springfield and further enhance Springfield as a visitor destination. While we project higher revenues for FY 24/25 compared to FY 23/24, our commitments to APRA-related projects will result in slightly lower operational expenses for the CVB. Nevertheless, we remain committed to maximizing our financial resources to achieve the greatest return.

Executive Summary

Below is the summary of the comprehensive FY 24/25 CVB Business Plan that includes Industry Trends, SWOT analysis, detailed strategies and tactics, monthly action calendars, and department goals.

Leadership

- Continue to implement strategies identified in the CVB three-year strategic plan that was adopted in FY 23/24
- Further key tourism development initiatives including a new convention center, the Route 66 centennial, expanding the airport's flight destinations, and the development of new sports facilities
- Provide industry-leading research insights and opportunities regarding the Springfield tourism industry
- Focus on local community building and the importance of Springfield as a premier destination for visitors
- Continue to foster stronger travel industry collaboration, state and federal advocacy, and local partnerships

Administrative

- Continue to restructure within the organization, adding new positions in marketing
- Conduct an evaluation of our financial and budgeting processes and implement new technology-driven solutions
- Continue to implement new technologies to further increase organizational efficiency and impact
- Implement industry trends and workplace education to further elevate the organization

Marketing

- Develop and execute a brand activation strategy and campaign for local and national engagement
- Integrate new AI tools to improve visitor experience on our website and marketing materials
- Update photo and video assets to develop new content for leisure, group sales, and sports travel visitors
- Produce newly designed Springfield Area Guide in partnership with 417 Magazine and Sarah Jenkins
- Further integrate short-term rental promotion through our digital platforms
- Grow our cooperative marketing campaigns to include additional partnerships with arts and outdoor organizations while continuing to strengthen existing partnerships
- Develop and execute a creative advertising strategy that incorporates digital, out-of-home, video, and social media tactics
- Increase the engagement rate on SpringfieldMO.org with new dynamic content and a reorganization of existing content that will focus more on user experience
- Explore new accessibility features on SpringfieldMO.org that will further enhance the experience on our website

Public Relations

- Continue to work with Pineapple PR to pitch stories, develop a new PR strategy for our organization, and increase the number of hosted journalists and published articles
- Enhance participation in the public relations and communications space to pitch the region and stay on top of communication trends

Partner Development

- Increase and diversify advertising revenue
- Continue to build and strengthen community involvement and partner relationships
- Recognize tourism excellence through Toast to Tourism celebration

Group Sales

- Increase sales efforts for international markets by promoting Route 66 and the upcoming centennial
- Enhancing efforts with third-party planners by becoming a preferred partner with HelmsBriscoe
- Expand the group incentive program to strategically attract and secure new group event business in addition to returning groups
- Continue our successful partnership with three convention hotels in a cooperative marketing campaign
- Continue to host FAM tours and seek new potential FAM opportunities with the Missouri Department of Tourism and the Branson CVB
- Create a new and enticing Meeting Planner's Guide and marketing pieces that incorporate the new brand
- Maximize the Cvent partnership and RFP distribution
- Enhance current convention services that are tailored to the group's needs

Sports (in collaboration with Springfield Sports Commission)

- Proactively market and promote the Greater Springfield area as a premier destination for Sports events

- Develop strong relationships with new venues and future venues to identify new event opportunities
- Reimagine the Sports Commission team for greater success in securing events
- Further relationships with public and private facilities, local high schools, colleges, and Universities to host more regional and national events
- Collaborate with local sports organizations and clubs to grow existing events and create new events
- Enhance our organization's awareness, communication, membership program, and partnership efforts with local businesses and sponsors

Visitor Experience

- implement a newly designed Visitor Information Center at the Airport
- Enhance current techniques and implement programs that are designed to increase visitor engagement
- Expand the number of digital informational kiosks
- Increase local and regional awareness of the CVB and Visitor Information Centers

Springfield Convention and Visitors Bureau

2024/2025 Budget - Revenue

Account Description	Account	2023/24 Revised Budget		2024/25 Original Budget		Variance - $	Variance - %
ROOM TAXES							
Room Tax Revenue	401540	**$3,343,462**		**$3,494,015**		**$150,553**	**4.5%**
INTEREST							
Interest Earnings	410010	**$15,500**		**$20,000**		**$4,500**	**29.0%**
ADVERTISING REVENUES							
Visitors Guide Advertising	413010.01	$195,749		$197,000		$1,251	0.6%
Route 66 Brochure/Map	413010.02	0		0		0	N/A
Coupons	413010.03	9,125		10,000		875	9.6%
Expo/Rt. 66 Displays	413010.04	2,400		2,400		0	0.0%
Poly Tote Bags	413010.05	0		0		0	N/A
Digital Advertising	413010.06	100,000		100,000		0	0.0%
Brochure Insertions	413010.07	6,000		6,000		0	0.0%
Airport Advertising	413010.08	0		0		0	N/A
Event Guide	413010.09	0		0		0	N/A
Mall Advertising	413010.10	0		0		0	N/A
Experience Programs	413010.11	36,000		41,000		5,000	13.9%
TOTAL ADVERTISING REV		**$349,274**		**$356,400**		**$7,126**	**2.0%**
CO-OP ADVERTISING REV							
Coop Partnerships	416020.01	$35,000		$35,000		$0	0.0%
MDT Coop Program (Leisure)	416020.02	606,652		408,000		-198,652	-32.7%
MDT Coop Program (Convention)	416020.03	0		0		0	N/A
MDT Coop Program (Sports)	416020.04	0		0		0	N/A
Local Convention Co-op	416020.05	17,500		15,000		-2,500	-14.3%
Miscellaneous Partnerships	416020.06	0		0		0	N/A
TOTAL CO-OP REV		**$659,152**		**$458,000**		**-$201,152**	**-30.5%**
PARTNERSHIP REVENUE							
Marketing Partnerships	414110	**$0**		**$0**		**$0**	**N/A**
MISCELLANEOUS REV							
Sports Commission Management Fees	414100.01	$18,000		$18,000		$0	0.0%
Souvenir Sales	414100.02	18,807		19,800		993	5.3%
Other	414100.03	125		200		75	60.0%
Holding Account	414100.04	0		0		0	N/A
Hotel Shuttle & Facility Rental Rebates	414100.05	0		0		0	N/A
Hotel Trade Show Participation	414100.06	700		0		-700	-100.0%
Annual Banquet Sales	414100.07	23,000		30,000		7,000	30.4%
Chamber Partnership	414100.08	2,700		2,700		0	0.0%
TOTAL MISC REV		**$63,332**		**$70,700**		**$7,368**	**11.6%**
TOTAL REVENUE		**$4,430,720**		**$4,399,115**		**-$31,605**	**-0.7%**
Transfer To/From Fund Balance		$50,790		$325,000		274,210	539.9%
GRAND TOTAL REVENUE		**$4,481,510**		**$4,724,115**		**$242,605**	**5.4%**

Springfield Convention and Visitors Bureau

2024/2025 Budget - Expenses

Account Description	Account	2023/2024 Revised Budget		2024/2025 Budget		Variance - $	Variance - %
PAYROLL							
Salaries and Wages	500110	$1,120,040		$1,155,778		$35,738	3.2%
Temporary & Part Time Wages	500130	90,005		80,275		-$9,730	-10.8%
Retirement Contributions	500210	120,425		126,625		$6,200	5.1%
FICA	500250	90,090		93,690		$3,600	4.0%
Health/Unemployment Insurance	500260	140,020		124,609		-$15,411	-11.0%
Workers Comp	500280	6,600		3,712		-$2,888	-43.8%
TOTAL PAYROLL		**$1,567,180**		**$1,584,690**		**$17,510**	**1.1%**
ADMINISTRATIVE							
Auditing and Accounting	504510	$5,825		$5,825		$0	0.0%
Automobiles	502040	7,265		7,200		-$65	-0.9%
Building Rental	505820	146,510		149,698		$3,188	2.2%
Credit Card Fees	502070	5,000		5,000		$0	0.0%
Data Processing	502140	1,050		1,130		$80	7.6%
Dues and Subscriptions	502290	35,300		36,085		$785	2.2%
Equipment Repair	502750	20,605		21,100		$495	2.4%
Insurance Premiums	502230	11,535		11,100		-$435	-3.8%
Minor Office Furn/Supplies	501190	2,415		2,800		$385	15.9%
Misc. A & G	501260	16,920		22,115		$5,195	30.7%
Office Supplies	501240	7,100		7,860		$760	10.7%
Other Professional Services	504580	2,000		3,000		$1,000	50.0%
Postage and Freight	502220	9,840		11,500		$1,660	16.9%
Printing and Binding	502380	0		0		$0	N/A
Telephone	505550	15,180		18,520		$3,340	22.0%
Office Furniture & Improvement	508110	$0		$0		$0	N/A
Computer Hardware	501220	9,015		6,800		-$2,215	-24.6%
Computer Software	501230	14,190		15,510		$1,320	9.3%
Other Equipment	508170	0		0		$0	N/A
Professional Development	504590	30,390		20,805		-$9,585	-31.5%
TOTAL ADMINISTRATIVE		**$340,140**		**$346,048**		**$5,908**	**1.7%**
MARKETING							
Ad Production	505010	$202,790		$242,500		$39,710	19.6%
Cooperative Marketing	502010	0		$275,000		$275,000	N/A
Out Of Home	505020	129,300		175,000		$45,700	35.3%
Brochures and Printed Material	505030	182,185		201,400		$19,215	10.5%
Direct Mail	505050	34,715		71,395		$36,680	105.7%
Digital Advertising	505060	907,845		488,500		-$419,345	-46.2%
Print Advertising	505070	127,500		114,500		-$13,000	-10.2%
Radio & TV Advertising	505080	185,000		160,000		-$25,000	-13.5%
Misc. Marketing Expense	502280	222,190		219,967		-$2,223	-1.0%
Photo Processing	502360	0		0		$0	N/A
Public Relations	502400	124,520		113,425		-$11,095	-8.9%
TOTAL MARKETING		**$2,116,045**		**$2,061,687**		**$(54,358)**	**-2.6%**

EXHIBIT C

RESEARCH							
Market Research	502470	$155,865		$151,860		-$4,005	-2.6%
TOTAL RESEARCH		**$155,865**		**$151,860**		**-$4,005**	**-2.6%**
SALES							
Group Incentives	502120	101,245		101,300		$55	0.1%
Entertainment	502200	10,050		12,600		$2,550	25.4%
Exhibition & Tradeshows	504640	38,715		48,600		$9,885	25.5%
FAM Tour Expense	504650	27,250		23,500		-$3,750	-13.8%
Specialty Items	504620	25,500		25,900		$400	1.6%
Receptions	504660	3,400		3,400		$0	0.0%
Convention Services	504540	$57,850		$10,500		-$47,350	-81.8%
Shuttle Service	504610	0		2,500		$2,500	N/A
Sports Commission Sponsorship	504630	0		50,000		$50,000	N/A
Industry Travel Expenses	505690	$38,270		$76,530		$38,260	100.0%
TOTAL SALES		**$302,280**		**$354,830**		**$52,550**	**17.4%**
CONTINGENCY							
Contingency	502780	$0		$25,000		$25,000	N/A
TOTAL CONTINGENCY		**$0**		**$25,000**		**$25,000**	**N/A**
CAPITAL EXPENSES							
Other Improvements	508220	0		200,000		$200,000	N/A
TOTAL CAPITAL EXPENSES		**$0**		**$200,000**		**$200,000**	**N/A**
TOTAL BUREAU EXPENSES		**$4,481,510**		**$4,724,115**		**$242,605**	**5.4%**
		Revenue		**$4,724,115**			
		PROFIT/LOSS		**$(0)**			

EXPLANATION TO COUNCIL BILL 2024-102 (CARROLL)

FILED: 06/12/2024

ORIGINATING DEPARTMENT: Finance

TITLE: A special ordinance authorizing the City Manager, or designee, to enter into an agreement with the Greater Springfield Area Sports Commission, Inc., in an amount to equal four and one-half percent (4.5%) of the City's proceeds from the hotel/motel gross receipts tax to promote the attraction of sporting events to the community.

PURPOSE: To authorize the City Manager, or designee, to enter into an agreement with the Greater Springfield Area Sports Commission, Inc., in an amount equal to four and one-half percent (4.5%) of the City's proceeds from the hotel/motel gross receipts tax to promote the attraction of sporting events to the community.

BACKGROUND INFORMATION: The Greater Springfield Area Sports Commission, Inc. ("Commission"), is a non-profit corporation organized in 1999 for the purpose of enhancing the quality of life and stimulating economic growth in the Springfield area, by promoting the area as a host city for quality national and regional sporting events and other ancillary activities.

The Commission will receive four and one-half percent (4.5%) of the five percent (5%) hotel/motel gross receipts tax authorized by Article V of Chapter 70 of the Springfield City Code in exchange for attracting and hosting sporting events. It is estimated that the Commission's portion of the hotel/motel gross receipts tax for Fiscal Year 2024-2025 will be approximately $334,533. Entering into an agreement will continue the funding of the Commission from the City's hotel/motel gross receipts tax.

REMARKS: The Board of Directors consists of twelve (12) perpetual members representing the City, the Park Board, City Utilities, the Springfield Convention & Visitors Bureau, the Chamber of Commerce, the Springfield R-12 School District, Missouri State University, Drury University, Evangel University, the Greene County Agricultural and Mechanical Society of Springfield, Missouri (Ozark Empire Fair), the Springfield Cardinals, and the Missouri Sports Hall of Fame, with other directors as elected.

The Springfield Convention & Visitors Bureau manages and provides administrative support for the Commission.

Submitted By: Buffee Smith, Contract Administrator

Authorized for inclusion on the agenda pursuant to City Code section 2-33:

Attachments:

1. Greater Springfield Area Sports Commission Annual Contract_ord
2. Exhibit A - FY 24-25 Sports Commission Contract
3. Exhibit B- FY 24-25 Sports Commission Scope of Services

One-rdg._____
P. Hrngs. _____
Pgs. _____9_____
Filed: _____06-04-24_____

Sponsored by: ____Carroll_____

First Reading: _____ Second Reading: _____

COUNCIL BILL _____2024-102_____ SPECIAL ORDINANCE _____

AN ORDINANCE

AUTHORIZING the City Manager, or designee, to enter into an agreement with the Greater Springfield Area Sports Commission, Inc., in an amount to equal four and one-half percent (4.5%) of the City's proceeds from the hotel/motel gross receipts tax to promote the attraction of sporting events to the community.

_____

WHEREAS, the Greater Springfield Area Sports Commission, Inc., ("Commission") is a non-profit corporation, organized in 1999 for the purpose of enhancing the quality of life and stimulating economic growth in the Springfield area by promoting the City as a host city for quality national and regional sporting events and other ancillary activities; and

WHEREAS, pursuant to a ballot measure approved by voters on April 4, 2023, the Commission is to receive four and one-half percent (4.5%) of the five percent (5%) hotel/motel gross receipts tax authorized by Article V of Chapter 70 of the Springfield City Code in exchange for attracting and hosting sporting events, as described in the Scope of Services attached herein and incorporated by this reference as "Exhibit B"; and

WHEREAS, the City estimates that the Commission's portion of the hotel/motel gross receipts tax for Fiscal Year 2024-2025 will be approximately $334,533.

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

Section 1 – The City Manager, or designee, is hereby authorized to enter into an agreement with the Greater Springfield Area Sports Commission, Inc., said agreement to be substantially in form and content as that document attached hereto and incorporated herein by this reference as "Exhibit A."

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

Passed at meeting: _____

_____
Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: Laura Vales, Assistant City Attorney

Approved for Council action: Jason A. Gage, City Manager

Exhibit A

ROUTING ORDER	(1) ORIGINATING DEPARTMENT	(2) CONTRACTOR	(3) FINANCE DEPARTMENT
	(4) LAW DEPARTMENT	(5) CITY MANAGER'S OFFICE	(6) CITY CLERK'S OFFICE
EFFECTIVE DATE July 1, 2024	TERMINATION DATE June 30, 2025	CONTRACT NUMBER:	
(X) NEW CONTRACT			

CITY	CONTRACTOR
City of Springfield **840 N. Boonville Ave, P.O. Box 8368** **Springfield, MO 65802** **Phone: (417) 864-1625** **Attn: David Holtmann, Director of Finance**	**Greater Springfield Area Sports Commission, Inc.** **815 E. St. Louis Street, Suite 100** **Springfield, MO 65806** **Phone: (417) 881-5300** **Attn: Tonia Castaneda**

AGREEMENT

THIS AGREEMENT, made and entered into this_____day of_____, 2024, by and between the City of Springfield, Missouri, a constitutionally chartered municipal corporation of the State of Missouri, hereinafter referred to as the "City," and the Greater Springfield Sports Commission, Inc., a not-for-profit Missouri corporation, hereinafter referred to as the "Contractor.".

WITNESSETH:

WHEREAS, the Contractor desires to promote sports and sporting events within the Greater Springfield Missouri area in accordance with the Scope of Services attached as ***Exhibit 1***, and

WHEREAS, the City desires to retain the services of the Contractor to promote sports and sporting events in the City by providing to Contractor an annual sum equal to four and one-half percent (4.5%) of the proceeds of the City's Hotel and Motel gross receipts tax authorized by Article V of Chapter 70 of the Springfield City Code.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. **TERM**. The term of this Agreement shall be from July 1, 2024, to June 30, 2025, subject to any changes to which both parties may subsequently assent in writing.

2. **SCOPE OF SERVICES**. The City will engage the services of the Contractor to establish and perform services which are more particularly described in ***Exhibit 1***, which is attached hereto and incorporated herein by reference. The City authorizes the Contractor, and the Contractor agrees to proceed with the development of programs for those activities described in ***Exhibit 1***.

3. **AGREEMENT ADMINISTRATION.** The City designates the City Manager (or their designated alternate) as its representative to whom all communications related to the scope of work, cost, schedule, and personnel matters shall be directed by the Contractor.

The Contractor designates the President of the Greater Springfield Area Sports Commission, Inc. (or their designated alternate) as its representative concerning all work performed under this Agreement.

The aforementioned representatives of both the City and Contractor shall have primary responsibility and authority on behalf of each respective party to administer this Agreement and to agree upon procedures for coordinating the efforts of both parties under this Agreement.

4. **FURNISHING INFORMATION.** All information, data, and reports as are existing, available, and necessary for the carrying out of the work shall be furnished to the Contractor without charge by the City, and the City shall reasonably cooperate with the Contractor in connection with this Agreement.

5. **COPYRIGHTS.** The Contractor shall defend, indemnify and hold the City harmless from any and all claims or causes of action, including reasonable attorneys' fees and legal expenses, arising out of or based upon any alleged infringement of any copyright, or any alleged invasion or infringement of any right of any third party in connection with the Contractor's performance of work hereunder.

6. **REPORTS.** Reports to the City will be made as follows:

A. Annual Reports: The Contractor shall submit an administrative progress report to the City, on an annual basis, which describes the work performed during the fiscal year. This report shall be submitted within sixty (60) days of the termination of this contract. This report shall be a synopsis and evaluation of the activity undertaken.

B. Other Reports: The Contractor shall submit to the City such other reports as may be requested or are necessary to inform the City of issues which require City action.

7. **PERSONNEL.** The Contractor will secure such personnel as are authorized in its board-approved budget. Such personnel shall not be employees of or have any contractual relationship with the City except as employees of the Contractor. All of the services required hereunder will be performed by the Contractor or under its direct supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized under state and local law to perform such services.

8. **KEY PERSONNEL AND PROGRAM ORGANIZATION.** The Contractor will perform all of its services under this Agreement through a staff under the direction of its designated representative, who will be responsible for the management, scheduling, planning and coordination of the work, and for communications between the Contractor and the City, and for the overall fulfillment of all obligations of the Contractor under this Agreement.

9. **COMMENCEMENT OF WORK.** Services of the Contractor shall commence on July 1, 2024 and shall be completed in a timely manner.

10. **PAYMENT**. Payments from the City to the Contractor for services under this Agreement will be made monthly by the City by check solely from City's proceeds of the hotel/motel gross receipts tax authorized by Article V, Chapter 70 of the Springfield City Code with Contractor's share thereof to be four and one-half percent (4.5%) of the City's proceeds from said gross receipts tax.

11. **TERMINATION.** If, through any cause, the Contractor shall fail to fulfill in timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement by giving written notice to the Contractor of such termination and specifying the effective day of such termination. The City may, without cause, terminate this Agreement upon ninety (90) days prior written notice. In either such event, the Contractor shall cease all work and all finished or unfinished documents, data, studies, surveys, and reports or other materials prepared by the Contractor for City, become the property of the City, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or other materials. Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any such breach of this Agreement by the Contractor.

12. **CITY - CONFLICT OF INTEREST.** No salaried officer or employee of the City, and no member of the City Council shall have a financial interest, direct or indirect, in this Agreement which is in violation of Section 19.16 of the Springfield City Charter. A violation of this provision renders the Agreement void. No applicable federal regulations or applicable provisions in RSMo. Section 105.450 et seq. shall be violated.

13. RIGHT OF AUDIT.

A. Contractor's Books and Records: The Contractor shall keep accurate reports and other records showing in full detail the costs for which the Contractor claims reimbursement. The City may examine, at its own expense, at any time during regular business hours, such time and expense reports and other records at the Contractor's office, and the Contractor agrees that it will produce such records whenever reasonably required by the City. Any expense incurred by the Contractor to prepare the records for audit will be at the expense of the Contractor. If such examination should disclose that the City has paid the Contractor for labor hours which have not in fact been worked, for services not in fact rendered, or for other costs not expended in accordance with this Agreement, the Contractor shall refund to the City an amount equal to any such excesses, plus accrued interest at the rate of 10% (ten percent) per annum.

B. Subcontractor's Books and Records: The Contractor agrees to include the substance of this section in all subcontracts to be performed on a cost reimbursable, hourly rate, or similar basis, giving the City the right to audit, at its own expense, the books and records pertaining to any such subcontract.

14. **DISCRIMINATION.** The Contractor agrees in the performance of this contract not to discriminate on the ground or because of race, creed, color, national origin or ancestry, sex, religion, handicap, age, status as a protected veteran or status as a qualified

individual with a disability, or political opinion or affiliation, against any employee of Contractor or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder. The parties hereby incorporate the requirements of 41 C.F.R. §§ 60-1.4(a)(7), 29 C.F.R. Part 471, Appendix A to Subpart A, 41 C.F.R. § 60-300.S(a) and 41 C.F.R. § 60-741.S(a), if applicable.

A. This contractor and subcontractor shall abide by the requirements of 41 C.F.R. § 60-300.S(a). This regulation prohibits discriminations against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.

B. This contractor and subcontractor shall abide by the requirements of 41C.F.R. § 60-741.S(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

15. **INDEPENDENT CONTRACTOR.** The Contractor is an independent contractor with respect to all services performed hereunder, and nothing contained herein shall constitute or designate the Contractor or any of its agents or employees as agents or employees of the City of Springfield, Missouri.

The Contractor and its agents, employees, and subcontractors shall not be entitled to any of the benefits established for the employees of the City nor be covered by the Workers' Compensation Program for the City.

16. **INDEMNIFICATION AND LIABILITY.** The parties mutually agree to the following:

A. In no event shall the City be liable to the Contractor for special, indirect, or consequential damages, whether or not caused by or resulting from City's negligence, arising out of or in any way connected with a breach of this Agreement. No claim or claims of any kind, either separately or in the aggregate, by the Contractor against the City, and in any way arising out of or in any way connected with this Agreement, whether based on negligence, breach of contract or otherwise, shall be greater in amount than the total reimbursement under Paragraph 10 hereof.

B. The Contractor shall defend, indemnify, and hold the City harmless from and against any and all claims, losses, and causes of action arising out of any claims or causes of action, including but not limited to personal injuries, death, or damage to property which are incurred by the Contractor, or any third party arising out of or in any way connected with this Agreement.

C. The Contractor assumes full responsibility for relations with subcontractors, and shall defend, indemnify and save harmless the City from and against, any and all liability, suits, claims, damages, costs (including attorneys' fees), losses, outlays, and expenses in any manner caused by, arising out of or connected with this contract, notwithstanding any possible negligence (whether sole, concurrent or otherwise) on the part of the City, its agents or employees.

17. **ATTORNEY FEES.** In the event of any litigation arising from breach of this Agreement the City shall be entitled to recover from the Contractor all reasonable costs incurred for such litigation, including staff time, court costs, attorney fees, and all other related expenses incurred in such litigation.

18. **APPLICABLE LAWS.** The Contractor agrees to comply with all laws of the United States of America, the State of Missouri, and the City of Springfield which are applicable to work being performed by the Contractor under this Agreement.

19. **JURISDICTION.** The parties mutually agree that jurisdiction and venue for the purposes of any action resulting from this Agreement by the parties shall be in Greene County, Missouri.

20. **NOTICES.** All notices required or permitted hereunder and required to be in writing may be given by first class mail addressed to the City at 840 Boonville, Springfield, Missouri 65802, and the Contractor at 815 E. St. Louis, Street, Suite 100, Springfield, Missouri 65806-4048. The date of delivery of any notice shall be the date falling on the second full day after the day of its mailing.

21. **ENTIRE AGREEMENT.** This agreement, including any attachments or exhibits, contains the entire agreement of the parties. No modification, amendment, or waiver of any of the provisions of this agreement shall be effective unless in writing specifically referring hereto, and signed by both parties. In the event that the terms of this agreement conflict with the terms of any of the attachments or exhibits, then the terms of this agreement shall control over the terms contained in the attachments or exhibits.

22. **CONTINGENCIES.** This Agreement is contingent upon the Contractor maintaining its not-for-profit corporation status and maintaining a board of directors and status as follows:

A. A not-for-profit corporation as defined by the Internal Revenue Code in Section 501 (c) (6).

B. The Board of Directors shall include ten (10) perpetual members, one of each of whom shall be selected by the following organizations: City of Springfield, Missouri; Springfield/Greene County Park Board; Springfield Convention and Visitors Bureau; Springfield Area Chamber of Commerce; Springfield R-12 School District; Missouri State University; Drury University; The Greene County Agricultural and Mechanical Society of Springfield, Missouri (Ozark Empire Fair); City Utilities; and Evangel University. The at-large members of the Board will be elected by a simple majority of the perpetual members. At large directors may be elected for successive terms. Perpetual members shall serve until their resignation or replacement by their sponsoring organization. All officers shall be elected by majority vote for one (1) year terms.

IN WITNESS WHEREOF, the parties hereto evidence their agreement to the terms of this Contract by their signatures below.

CERTIFICATE OF DIRECTOR OF FINANCE

I certify that the expenditure contemplated by this document is within the purpose of the appropriation to which it is to be charged and that there is an unencumbered balance of appropriated and available funds to pay therefor.

_____
Director of Finance or Acting Director

APPROVED AS TO FORM

_____
City Attorney or designee

GREATER SPRINGFIELD AREA SPORTS COMMISION, INC.

By:_____

Name & Title:_____

Attest:

_____
Secretary or designee

CITY OF SPRINGFIELD, MISSOURI

By:_____
City Manager or designee

Exhibit B

Scope of Services
Greater Springfield Area Sports Commission, Inc.

The Greater Springfield Area Sports Commission, Inc. is managed by the Springfield Convention & Visitors Bureau, Inc. and works with the Bureau to increase economic activity in the City of Springfield by attracting national and regional sporting events. Specific objectives and action plans for the Bureau and Sports Commission to attract national and regional sporting events can be found in the Bureau's 2024-2025 Business Plan.

General services to be performed by the Greater Springfield Area Sports Commission, Inc. shall include:

- Marketing the Springfield area to national and regional sporting event planners as a host city for such events.
- Working with sporting event planners to secure local venues for their events.
- Negotiating sleeping room rates and room blocks for event planners.
- Acting as a clearing house for scheduling of sporting events.
- Assisting local organizations by acting as sponsor for new and existing sporting events.
- Assisting local groups in the recruitment and organization of volunteers to staff such sporting events.
- Hosting an annual awards banquet recognizing area high school athletes and teams.

EXPLANATION TO COUNCIL BILL 2024-103 (LEE)

FILED: 06/12/2024

ORIGINATING DEPARTMENT: Finance

TITLE: A special ordinance authorizing the City Manager, or designee, to enter into an agreement with the Springfield Regional Arts Council, Inc., in an amount to equal four and one-half percent (4.5%) of the City's proceeds from the hotel/motel gross receipts tax to support the arts and cultural tourism in the community.

PURPOSE: To authorize the City Manager, or designee, to enter into an agreement with the Springfield Regional Arts Council, Inc. ("Arts Council"), in an amount to equal four and one-half percent (4.5%) of the City's proceeds from the hotel/motel gross receipts tax to support the arts and cultural tourism in the community.

BACKGROUND INFORMATION: The Arts Council is a non-profit corporation located in the Old Creamery Building in Jordan Valley Park and is organized to promote the visual and performing arts in Springfield, Missouri, by providing facilities and serving as a coordinating agency for various groups, such as Springfield Little Theatre, Ozarks Lyric Opera, the Springfield Ballet, the Springfield Symphony Orchestra, First Friday Art Walk, Springfield Contemporary Theatre, Sculpture Walk Springfield, Any Given Child, Men's Chorus of the Ozarks, and many others.

The Arts Council will receive four and one-half percent (4.5%) of the five percent (5%) hotel/motel gross receipts tax authorized by Article V of Chapter 70 of the Springfield City Code, in exchange for supporting the arts and cultural tourism in the community. It is estimated that the portion of the City's collection fee for Fiscal Year 2024-2025 will be approximately $338,310. Entering into an agreement will continue the funding of the Arts Council from the City's hotel/motel gross receipts tax.

REMARKS: The Arts Council has a twenty-one (21) member board and has a full-time Executive Director, Programs/Exhibit Director, Marketing/Development Director, and Operations Manager, as well as a part-time Bookkeeper and Exhibitions Manager. In addition, there are several active volunteers who help with major events and projects. The Arts Council has also developed a solid internship program with local universities. In addition to the hotel/motel tax contribution outlined herein, the Arts Council's operations are funded through memberships, festival/event proceeds, grants, and donations.

Submitted By: Buffee Smith, Contract Administrator

Authorized for inclusion on the agenda pursuant to City Code section 2-33:

Attachments:

1. Springfield Regional Arts Council Annual Contract_ord
2. Exhibit A - SRAC Contract FY 24-25
3. Exhibit B- SRAC Responsibilities and Mission Statement

One-rdg._____
P. Hrngs. _____
Pgs. 9
Filed: 06-04-24

Sponsored by: Lee

First Reading: _____ Second Reading: _____

COUNCIL BILL 2024-103 SPECIAL ORDINANCE _____

AN ORDINANCE

AUTHORIZING the City Manager, or designee, to enter into an agreement with the Springfield Regional Arts Council, Inc., in an amount to equal four and one-half percent (4.5%) of the City's proceeds from the hotel/motel gross receipts tax to support the arts and cultural tourism in the community.

WHEREAS, the Springfield Regional Arts Council, Inc. ("Arts Council") is a nonprofit corporation organized to promote the visual and performing arts in Springfield, Missouri by providing facilities and serving as a coordinating agency for various groups, such as Springfield Little Theatre, Ozarks Lyric Opera, Springfield Ballet, Springfield Symphony Orchestra, First Friday Art Walk, Springfield Contemporary Theatre, Sculpture Walk Springfield, Any Given Child, Men's Chorus of the Ozarks, and many others; and

WHEREAS, pursuant to a ballot measure approved by voters on April 4, 2023, the Arts Council is to receive four and one-half percent (4.5%) of the five percent (5%) hotel/motel gross receipts tax authorized by Article V of Chapter 70 of the Springfield City Code in exchange for supporting the arts and cultural tourism, as detailed in the Arts Council Responsibilities and Mission Statement, attached and incorporated herein by reference as "Exhibit B"; and

WHEREAS, the City estimates that the Art Council's portion of the hotel/motel gross receipts tax for Fiscal Year 2024-2025 will be approximately $338,310.

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

Section 1 – The City Manager, or designee, is hereby authorized to enter into an agreement with the Springfield Regional Arts Council, Inc., said agreement to be substantially in form and content as that document attached hereto and incorporated herein by this reference as "Exhibit A."

Section 2 – This Ordinance shall be in full force and effect from and after

passage.

Passed at meeting: _____

_____
Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: _____, Assistant City Attorney

Approved for Council action: _____, City Manager

Exhibit A

ROUTING ORDER	(1) ORIGINATING DEPARTMENT	(2) CONTRACTOR	(3) FINANCE DEPARTMENT
	(4) LAW DEPARTMENT	(5) CITY MANAGER'S OFFICE	(6) CITY CLERK'S OFFICE
EFFECTIVE DATE July 1, 2024	TERMINATION DATE JUNE 30, 2025	CONTRACT NUMBER:	
(X) NEW CONTRACT			

CITY	CONTRACTOR
City of Springfield **840 Boonville, P.O. Box 8368** **Springfield, MO 65802** **Phone: (417) 864-1625 Fax: (417) 864-1030** **Attn: David Holtmann, Director of Finance**	**Springfield Regional Arts Council, Inc.** **411 N. Sherman Parkway** **Springfield, MO 65802** **Phone: (417) 862-2787 Fax: (417) 888-2322** **Attn: Leslie Forrester**

AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2024, by and between the City of Springfield, Missouri, a constitutionally chartered municipal corporation of the State of Missouri, hereinafter referred to as the "City," and the Springfield Regional Arts Council, Inc., a not-for-profit Missouri corporation, hereinafter referred to as the "Contractor."

WITNESSETH:

WHEREAS, the Contractor desires to promote the visual and performing arts within the Greater Springfield Missouri area in accordance with the Scope of Services attached as Exhibit 1, and

WHEREAS, the City desires to retain the services of the Contractor to promote the visual and performing arts in the City by providing to Contractor an annual sum equal to a designated share of collection fees of the City from Hotel and Motel gross receipts tax collected by the City under Article V of Chapter 70 of the Springfield City Code.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. TERM. The term of this Agreement shall be from July 1, 2024, to June 30, 2025, subject to any changes to which both parties may subsequently assent in writing.

2. SCOPE OF SERVICES. The City will engage the services of the Contractor to establish and perform the services described in Exhibit 1, which is attached hereto and incorporated herein by reference. The City authorizes the Contractor, and the Contractor agrees to proceed with the development of programs for those activities described in Exhibit 1.

3. AGREEMENT ADMINISTRATION. The City designates the City Manager (or their designated alternate) as its representative to whom all communications related to the scope of work, cost, schedule, and personnel matters shall be directed by the Contractor.

The Contractor designates the Executive Director of Contractor (or their designated alternate) as its representative concerning all work performed under this Agreement.

The aforementioned representatives of both the City and Contractor shall have primary responsibility and authority on behalf of each respective party to administer this Agreement and to agree upon procedures for coordinating the efforts of both parties under this Agreement.

4. FURNISHING INFORMATION. All information, data, and reports as are existing, available, and necessary for the carrying out of the work shall be furnished to the Contractor without charge by the City, and the City shall reasonably cooperate with the Contractor in connection with this Agreement.

5. COPYRIGHTS. The Contractor shall defend, indemnify and hold the City harmless from any and all claims or causes of action, including reasonable attorneys' fees and legal expenses, arising out of or based upon any alleged infringement of any copyright, or any alleged invasion or infringement of any right of any third party in connection with the Contractor's performance of work hereunder.

6. REPORTS. Reports to the City will be made as follows:

A. Annual Reports: The Contractor shall submit an administrative progress report to the City, on an annual basis, which describes the work performed during the fiscal year. This report shall be submitted within sixty (60) days of the termination of this contract. This report shall be a synopsis and evaluation of the activity undertaken.

B. Other Reports: The Contractor shall submit to the City such other reports as may be requested or are necessary to inform the City of issues which require City action.

7. PERSONNEL. Personnel shall not be employees of or have any contractual relationship with the City except as employees of the Contractor. All of the services required hereunder will be performed by the Contractor or under its direct supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized under state and local law to perform such services.

8. KEY PERSONNEL AND PROGRAM ORGANIZATION. The Contractor shall perform all of its services under this Agreement through a staff under the direction of its designated representative, who will be responsible for the management, scheduling, planning and coordination of the work, and for communications between the Contractor and the City, and for the overall fulfillment of all obligations of the Contractor under this Agreement.

9. COMMENCEMENT OF WORK. Services of the Contractor shall commence upon contract execution and shall be completed in a timely manner.

10. PAYMENT. Payments from the City to the Contractor for services under this Agreement will be made monthly by the City by check solely from City collection fees on hotel/motel gross receipts tax collections under Article V, Chapter 70 of the Springfield City Code received by the City with Contractor's share thereof to be as follows: One-Third of the City's collection fees on the Two and One-Half Cent (2.5 cents) hotel/motel gross receipts tax increase passed by voters in 1998 and Eleven-Twelfths of the City's collection fees on the One Half-Cent (.5 cents) hotel/motel gross receipts tax increase passed by voters in 2004.

11. TERMINATION. If, through any cause, the Contractor shall fail to fulfill in timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement by giving written notice to the Contractor of such termination and specifying the effective day of such termination. The City may, without cause, terminate this Agreement upon ninety (90) days prior written notice. In either such event, the Contractor shall cease all work and all finished or unfinished documents, data, studies, surveys, and reports or other materials prepared by the Contractor for City, become the property of the City, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or other materials. Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any such breach of this Agreement by the Contractor.

12. CONFLICTS. No salaried officer or employee of the City and no member of the City Council shall have a financial interest, direct or indirect, in this Contract. A violation of this provision renders the Contract void. Any applicable federal regulations and applicable provisions in Section 105.450 et seq. RSMo. shall not be violated. Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services to be performed under this Contract. The Contractor further covenants that in the performance of this Contract no person having such interest shall be employed or compensated by Contractor.

13. RIGHT OF AUDIT.

A. Contractor's Books and Records: The Contractor shall keep accurate reports and other records showing in full detail the costs for which the Contractor claims reimbursement. The City may examine, at any time during regular business hours, such time and expense reports and other records at the Contractor's office, and the Contractor agrees that it will produce such records whenever

reasonably required by the City. Any expense incurred by the Contractor to prepare the records for audit will be at the expense of the Contractor. If such examination should disclose that the City has paid the Contractor for labor hours which have not in fact been worked, for services not in fact rendered, or for other costs not expended in accordance with this Agreement, the Contractor shall refund to the City an amount equal to any such excesses, plus accrued interest at the rate of 10% (ten percent) per annum.

B. Subcontractor's Books and Records: The Contractor agrees to include the substance of this section in all subcontracts to be performed on a cost reimbursable, hourly rate, or similar basis, giving the City the right to audit, at its own expense, the books and records pertaining to any such subcontract.

14. DISCRIMINATION. The Contractor agrees in the performance of this Contract not to discriminate on the ground or because of race, creed, color, national origin or ancestry, sex, religion, handicap, age, status as a protected veteran or status as a qualified individual with a disability, or political opinion or affiliation, against any employee of Contractor or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder. The parties hereby incorporate the requirements of 41 C.F.R. §§ 60-1.4(a)(7), 29 C.F.R. Part 471, Appendix A to Subpart A, 41 C.F.R. § 60-300.5(a) and 41 C.F.R. § 60-741.5(a), if applicable.

a. This contractor and any authorized subcontractor shall abide by the requirements of 41 C.F.R. § 60-300.5(a). This regulation prohibits discriminations against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.

b. This contractor and any authorized subcontractor shall abide by the requirements of 41 C.F.R. § 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

15. INDEPENDENT CONTRACTOR. The Contractor is an independent contractor with respect to all services performed hereunder, and nothing contained herein shall constitute or designate the Contractor or any of its agents or employees as agents or employees of the City of Springfield, Missouri.

The Contractor and its agents, employees, and subcontractors shall not be entitled to any of the benefits established for the employees of the City nor be covered by the Workers' Compensation Program for the City.

16. INDEMNIFICATION AND LIABILITY. The parties mutually agree to the following:

A. In no event shall the City be liable to the Contractor for special, indirect, or consequential damages, whether or not caused by or resulting from City's negligence, arising out of or in any way connected with a breach of this Agreement. No claim or claims of any kind, either separately or in the aggregate, by the Contractor against the City, and in any way arising out of or in any way connected with this Agreement, whether based on negligence, breach of contract or otherwise, shall be greater in amount than the total reimbursement under Paragraph 10 hereof.

B. The Contractor shall defend, indemnify, and hold the City harmless from and against any and all claims, losses, and causes of action arising out of any claims or causes of action, including but not limited to personal injuries, death, or damage to property which are incurred by the Contractor, or any third party arising out of or in any way connected with this Agreement.

C. The Contractor assumes full responsibility for relations with subcontractors, and shall defend, indemnify and save harmless the City from and against, any and all liability, suits, claims, damages, costs (including attorneys' fees), losses, outlays, and expenses in any manner caused by, arising out of or connected with this contract, notwithstanding any possible negligence (whether sole, concurrent or otherwise) on the part of the City, its agents or employees.

17. ATTORNEY FEES. In the event of any litigation arising from breach of this Agreement the City shall be entitled to recover from the Contractor all reasonable costs incurred for such litigation, including staff time, court costs, attorney fees, and all other related expenses incurred in such litigation.

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

19. JURISDICTION. The parties mutually agree that jurisdiction and venue for the purposes of any action resulting from this Agreement by the parties shall be in Greene County, Missouri.

20. NOTICES. All notices required or permitted hereinunder and required to be in writing may be given by FAX, electronic mail (if to Contractor), or by first class mail addressed to City or Contractor at the addresses shown above. The date of delivery of any notice provided by mail shall be the date falling on the third day after the day of its mailing. The date of delivery of notice by FAX transmission or electronic mail (if to Contractor) shall be deemed to be the date transmission occurs, except where the transmission is not completed by 5:00 p.m. on a regular business day at the location of the receiving party, in which case the date of delivery shall be deemed to fall on the next regular business day for the receiving party.

21. ENTIRE AGREEMENT. This agreement, including any attachments or exhibits, contains the entire agreement of the parties. No modification, amendment, or waiver of any of the provisions of this agreement shall be effective unless in writing specifically referring hereto, and signed by both parties. In the event that the terms of this agreement conflict with the terms of any of the attachments or exhibits, then the terms of this agreement shall control over the terms contained in the attachments or exhibits.

22. CONTINGENCIES. This Agreement is contingent upon the Contractor maintaining its not-for-profit corporation status as defined by the Internal Revenue Code in Section 501 (c) (6).

IN WITNESS WHEREOF, the parties hereto evidence their agreement to the terms of this Agreement by their signatures below.

CERTIFICATE OF DIRECTOR OF FINANCE

I certify that the expenditure contemplated by this document is within the purpose of the appropriation to which it is to be charged and that there is an unencumbered balance of appropriated and available funds to pay therefor.

_____
Director of Finance or Acting Director

APPROVED AS TO FORM

_____
City Attorney or designee

SPRINGFIELD REGIONAL ARTS COUNCIL, INC.

By: _____

Name & Title:_____

Electronic mail address for notice purpose:

_____

Attest:

_____
Corporate Secretary or designee

CITY OF SPRINGFIELD, MISSOURI

By:_____
City Manager or designee

EXHIBIT B

The Springfield Regional Arts Council's mission is to transform lives and enrich our Community through the Arts.

Responsibilities include:

A. Working with the local art agencies, serving as the focal communications point for community relations and providing collaborative opportunities.

B. Developing and operating the City-owned Creamery Arts Center.

C. Promoting and supporting the visual and performing arts for local organizations.

D. Sponsoring festivals as a community and tourism outreach.

EXPLANATION TO COUNCIL BILL 2024-104 (LEE)

FILED: 06/12/2024

ORIGINATING DEPARTMENT: Police

TITLE: A special ordinance authorizing the City Manager, or designee, to enter into an Intergovernmental Agreement with the Board of Governors of Missouri State University for the purpose of continuing to provide enhanced law enforcement services within and around the Missouri State University campus.

PURPOSE: To authorize the City Manager, or designee, to enter into an agreement with the Board of Governors of Missouri State University for the purpose of continuing to provide enhanced law enforcement services within and around the Missouri State University campus.

BACKGROUND INFORMATION: The City of Springfield ("City") has partnered with Missouri State University ("MSU") over the past 26 years to staff and equip a Springfield Police Department ("SPD") substation on the Missouri State University campus. The substation officers promote public safety, provide instruction on personal safety and crime prevention and respond to incidents within the MSU campus boundaries. The officers foster the coordination of services to enhance the quality of life in and around the expanding MSU campus. This agreement is an annual renewal of that partnership, designed to meet the evolving needs of the SPD Substation located at MSU and the area it serves.

Submitted By: Stacey Parton, Police Major

Authorized for inclusion on the agenda pursuant to City Code section 2-33:

Attachments:
1. Police Missouri State Substation Agreement_ord
2. MSU and SPD Substation Contract FY25

One-rdg. _____
P. Hrngs. _____
Pgs. 13
Filed: 06-04-24

Sponsored by: Lee

First Reading: _____ Second Reading: _____

COUNCIL BILL 2024-104 SPECIAL ORDINANCE

AN ORDINANCE

AUTHORIZING the City Manager, or designee, to enter into an Intergovernmental Agreement with the Board of Governors of Missouri State University for the purpose of continuing to provide enhanced law enforcement services within and around the Missouri State University campus.

WHEREAS, the need exists to staff a police substation on the campus of Missouri State University ("MSU") on a continuous basis to promote public safety, prevent crime, and enhance the quality of life in and around the MSU campus; and

WHEREAS, the City of Springfield ("City") and MSU have worked together for over 25 years in a partnership to meet that need by locating a substation of the Springfield Police Department ("SPD") on MSU campus; and

WHEREAS, the City and MSU wish to continue working together to provide a safe community in and around the MSU campus by renewing the Intergovernmental Agreement Regarding Law Enforcement Services ("IGA") for a police substation on the MSU campus; and

WHEREAS, this IGA outlines the terms for the continued operation of the SPD substation on the MSU campus.

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

Section 1 – The City Manager, or designee, is hereby authorized to enter into an Intergovernmental Agreement with the Board of Governors of Missouri State University to continue providing enhanced law enforcement services within and around the Missouri State University Campus, said agreement to be substantially in the form and content as that document attached hereto and incorporated herein by reference as "Exhibit A."

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

Passed at meeting: _____

_____
Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: _____, Assistant City Attorney

Approved for Council action: _____, City Manager

Exhibit A

ROUTING ORDER	(1) ORIGINATING DEPARTMENT	(2) MISSOURI STATE UNIVERSITY	(3) FINANCE DEPARTMENT
	(4) LAW DEPARTMENT	(5) CITY MANAGER'S OFFICE	(6) CITY CLERK'S OFFICE
EFFECTIVE DATE JULY 1, 2024	TERMINATION DATE JUNE 30, 2025	CONTRACT NUMBER:	

( ) NEW CONTRACT (X) RENEWAL OF CONTRACT NO. _____

CITY	BOARD OF GOVERNORS OF MISSOURI STATE UNIVERSITY
CITY OF SPRINGFIELD	BOARD OF GOVERNORS
840 BOONVILLE, PO BOX 8368	MISSOURI STATE UNIVERSITY
SPRINGFIELD, MO 65802	901 SOUTH NATIONAL
PHONE (417) 836-7612 FAX (417) 836-4663	SPRINGFIELD, MO 65897
ATTN: SGT. JOSHUA LUDWIG	PHONE (417) 836-4590 FAX (417) 836-7669
DEPT: MISSOURI STATE UNIV. POLICE SUBSTATION	ATTN: VICE PRESIDENT- ADMINISTRATIVE SERVICES

INTERGOVERNMENTAL AGREEMENT REGARDING LAW ENFORCEMENT SERVICES

THIS AGREEMENT, made and entered into this _____ day of _____, 2024, by the parties identified above.

WHEREAS, the City of Springfield, Missouri ("City"), a municipal corporation organized and operating under the Constitution and Laws of the State of Missouri and the Springfield City Charter, and the Board of Governors ("Board") of Missouri State University, a university organized and operating under the Constitution and Laws of the State of Missouri, are mutually desirous of revising, renewing, and extending the period of the preexisting intergovernmental agreement for providing police services within and around the immediate campus area of Missouri State University ("MSU"); and

WHEREAS, the City and the Board are resolved that an agreement providing for enhanced law enforcement services within and around the campus of MSU will be of mutual benefit to the parties to this agreement.

NOW, THEREFORE, IN CONSIDERATION OF THE TERMS AND CONDITIONS HEREIN STATED, THE CITY AND THE BOARD HEREBY ENTER INTO THE FOLLOWING AGREEMENT REGARDING LAW ENFORCEMENT SERVICES TO BE PROVIDED WITHIN AND AROUND THE CAMPUS OF MSU:

A. STAFFING OF THE POLICE SUBSTATION

1. The Board agrees to provide, at its expense, a facility deemed suitable by the City for a police substation, to be located on the MSU campus as defined in Section B.1. of this agreement.

2. The City agrees to staff the police substation located on the MSU campus as promised herein. The Springfield Police Department expressly reserves and retains the right to direct and supervise all police personnel assigned to the police substation at all times this agreement is in effect. If requested, the Board agrees to provide approximately 2 hours per week of clerical assistance for the substation operation. The City will provide personnel and equipment for the purpose of staffing the police substation in accordance with the following schedule:

a. The City agrees to staff the MSU substation with ten (10) full-time police officers. The minimum staffing of the MSU substation shall not fall below eight (8) full-time police officers, unless officers are reassigned pursuant to Section B, Paragraph 5 below. Those ten (10) police officers shall consist of: eight (8) police officers, one (1) police sergeant, and one (1) police corporal. In the event that the staffing is reduced to eight (8) full-time police officers, the officers shall consist of: seven (7) police officers, one (1) police sergeant or acting sergeant. The City agrees to provide 24-hour, 7-days per week police services on the campus. This will be accomplished through the assigned staff and the use of overtime. At the request of MSU, one (1) additional police officer may be added to bring the MSU substation to eleven (11) full-time police officers to reduce the overtime cost, provided sufficient notice is given to the Springfield Police Department to allow for the inclusion of the additional position into the recruit academy.

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b. The division of costs for the ten (10) police officers provided to MSU under the terms of this agreement shall be that MSU fund 80% and the City fund 20% of the combined total of the salaries of the ten full-time officers assigned to the substation. The term "salaries" as used in this paragraph shall include: the officers' base salary and benefits. Should the parties agree in writing to increase the staffing of the substation to more than ten (10) officers, MSU shall be responsible for the entire salary of any additional officer assigned to the substation. If the staffing shall fall below ten (10) police officers pursuant to Section B, Paragraph 6 below for a period in excess of fourteen (14) days, MSU shall only be responsible for 80% of the total salaries of the remaining officers. (See Exhibit B attached hereto and incorporated herein by reference.)

c. Officers of the MSU substation who participate in special safety and enforcement projects agreed to between MSU safety and security staff and the Police MSU Substation Supervisor within and around the campus of MSU will be compensated at the guaranteed rate of time and one-half (money or compensatory time) for the actual time during which the officer is engaged in the performance of the special project. The cost of such compensation shall be reimbursed by the Board. Assignment of officers to such MSU special safety or enforcement projects is at the discretion of the Police MSU Substation Supervisor.

d. FISCAL YEARS SUBSEQUENT TO FY 13-14

(1) The parties may reassess the staffing needs for the police substation on an annual basis, or more frequently if either party deems it necessary to do so.

(2) The parties agree that the staffing levels designated in paragraph A.2.a will be continued for so long as this agreement is in effect, provided the staffing levels are not adjusted or revised in accordance with the terms and conditions of this agreement.

e. The City agrees to require all officers working on the MSU campus to attend MSU's Campus Security Authority training in compliance with the Jeanne Clery Disclosure of Campus Security Policy and Campus Crime Statistics Act (Clery Act). In addition, the City agrees to notify MSU of incidents being investigated by the SPD that pose an imminent or impending threat to the campus. The notification will be made in a timely manner that allows MSU to notify the campus community to take protective actions as required in the Clery Act.

3. The City agrees to designate one (1) substation officer to participate in the University's Behavioral Intervention Team (BIT) meeting, occurring weekly on Wednesdays at 10:00 a.m. in room 415 of Plaster Student Union, and as may be otherwise modified from time to time. Such dedicated officer shall liaison with the University's BIT at no additional cost to the University and consistent to the University's obligations under the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. § 1232g; 34 CFR § 99 et seq. ("FERPA").

B. LAW ENFORCEMENT SERVICES TO BE PROVIDED BY THE CITY

1. The parties agree and understand that the primary purpose of the police substation is to bring the police and the campus community together in a unified effort to: (1) enhance public safety, (2) prevent crime, and (3) to make this, as a neighborhood, a better place to live. The parties therefore commit to exercise their best efforts to cooperate and communicate regarding matters of obvious concern. Recognizing the University may have helpful information, both parties are committed to open communication and, as appropriate, exchange of information. Nothing in this paragraph should be construed to require the divulgence of confidential or privileged information. The objective will be to create positive interaction and to establish a partnership between police and the campus community as defined in this section in the process of problem identification and problem resolution. MSU authorizes City of Springfield to enforce City of Springfield ordinances as well as state law on the campus.

a. The MSU campus is identified and delineated in the map, Exhibit A, and incorporated herein by reference. The MSU campus is generally described as two adjoining sections with the first area bounded by one block east of National Avenue on the east; Loren Street on the south; Kimbrough Avenue to the west; and St. Louis Street on the north; with the second area bounded by Benton Avenue/Kimbrough Avenue on the east; Walnut Street on the south; Main Avenue on the west and Tampa Street on the north. In addition, it is agreed that SPD officers assigned to the MSU Police Substation will routinely patrol and provide police services to all other satellite facilities owned or leased by MSU within the corporate city limits of the city of Springfield.

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b. In addition to the defined area just described, the term "in and around the MSU campus area" shall include the perimeter streets, and shall also include all recognized Greek fraternity and sorority houses, without regard to their location, whether inside or outside the defined area.

2. Springfield police officers assigned to the police substation will work flexible shifts in accordance with the calls for service and crime-problem identification demands, based upon a 40 hour work week for each officer assigned.

3. The Springfield Police Department will assign an extra officer to the substation when requested, on designated Friday and Saturday nights, such as at the beginning and end of the school year, as determined by the substation supervisor.

4. Springfield police officers assigned to the police substation will provide a visible police presence to the MSU campus area.

5. The Springfield Police Department will investigate all accidents involving MSU and Bearline vehicles within the City of Springfield or on MSU property when requested.

6. The parties expressly agree and stipulate that, notwithstanding any other provision of this agreement to the contrary, the Springfield Police Department reserves and retains the right to temporarily reassign police officers assigned to the police substation to other duties in the following situations:

a. Emergency situations. In cases of emergency, or extraordinary needs for service in other locations the Springfield Police Department reserves and retains the right to utilize those officers assigned to the MSU substation as needed, for the duration of the emergency, including below the minimum staffing noted in Section A.2.A, if needed.

b. Staffing shortage reassignment. Staffing shortage reassignment shall mean reassignment of up to two (2) of the ten (10) police officer positions to a location other than the MSU substation on a full-time basis. In the event of reassignment, the City expressly agrees to restore the staffing of the police substation to the levels set out in Section A of this agreement as soon as possible in light of existing circumstances. Any reassignment will adhere to the minimum staffing levels agreed to in Section A.2.A.

c. Temporary reassignment. Temporary reassignment shall mean reassignment of MSU substation police officer positions to a location other than the MSU substation which reduces the MSU substation staffing below eight (8) positions on a full-time basis. Temporary reassignment may only be done by mutual agreement and for a specified amount of time.

7. The parties agree and understand that police officers assigned to the police substation will on occasion be absent from their duties as a result of illness, vacation leave, personal leave, funeral leave, compensatory time, training time, court appearances, military leave, and other similar causes of absence. In such cases the existing workload will be assumed by other members of the police substation staff. In the event an absence of any officer assigned to the police substation exceeds fourteen (14) days, the City will review the staffing needs of the police substation and will assign such additional personnel as may be necessary to the effective functioning of the unit depending upon availability of personnel.

8. The parties agree and understand that assignment to the MSU Substation will not penalize assigned employees and will not in any way threaten employment rights, promotional opportunities, training opportunities, or fringe benefits.

9. The Chief of the Springfield Police Department and the MSU President, or their designees, shall be responsible for developing all necessary procedures for the coordination of services between the two agencies.

10. The substation will maintain records which are available to the President (or his designee) to include but not limited to:

a. Substation payroll records.

b. Time sheet and detailed billing information sufficient for invoice reconciliation.

c. Work schedule of substation officers.

d. Calls For Service data within the designated substation area as defined by this contract.

e. Appropriate crime statistic information sufficient for Federal Clery reporting.

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f. Provide information consistent with legal restrictions from police reports.

g. Equipment purchase orders.

h. Data by city service center.

C. RESPONSIBILITIES OF THE BOARD OF GOVERNORS

1. The Board agrees to provide and maintain a facility mutually deemed suitable by the City and the Board for a police substation, to be located in the MSU campus area as defined in Section B.1. of this agreement. The Board agrees to bear sole responsibility for the cost of operating and maintaining such facility for so long as this agreement is in effect.

2. The Board agrees to pay for services provided by the City in a total amount not to exceed One Million Fifty-Four Thousand Nine Hundred Eighty-Nine Dollars and Twenty-Three Cents ($1,054,989.23) based on the cost projections set forth in Exhibit B and C attached hereto and incorporated herein by reference.

3. The Board agrees to pay the cost of the overtime, uniform allowance, equipment depreciation, transportation, software and training costs of all full-time officers assigned to the substation based on the cost projections set forth in the attached Exhibits B and C, attached hereto and incorporated herein by reference.

4. The City will bill the Board on a monthly basis for law enforcement services provided pursuant to this agreement. The Board shall remit to the city, money owed to the City under the terms of this agreement, on or before thirty (30) days after the date of the invoice, unless there is a dispute regarding the amount of the invoice in which case the parties agree to meet and discuss in good faith the invoice amount.

5. The Board agrees to provide an e-bicycle for each substation officer. The e-bicycle will meet the Springfield Police Department's specifications and will be replaced on a three-year cycle.

D. OTHER TERMS AND CONDITIONS

1. Conflicts. No salaried officer or employee of the City, and no member of the City Council or the Board shall have a financial interest, direct or indirect, in this contract. A violation of this provision renders the contract void.

2. Liability. The City hereby agrees to assume responsibility for the liabilities imposed by law on its employees, agencies, and institutions, including but not limited to all actions of its police officers undertaken on the MSU campus. The Board hereby agrees to assume responsibility for the liabilities imposed by law on its employees, agencies, and institutions. Nothing herein shall be construed to waive any sovereign, official or governmental immunity applicable to either party, its board or council members, officers or employees.

3. Notices. All notices required or permitted herein under and required to be in writing may be given by first class mail addressed to the Springfield City Manager, 840 Boonville, Springfield, Missouri 65802, and to the Board of Governors, Missouri State University, 901 South National, Springfield, Missouri 65897. The date of delivery of any notice shall be the date falling on the second full day after the date of its mailing.

4. Jurisdiction. This agreement and every question arising thereunder shall be construed and determined according to the laws of the State of Missouri. Should any part of this agreement be adjudicated, venue shall be proper only in the Circuit Court of Greene County, Missouri.

5. Termination of Agreement. Either party shall have the right to terminate this agreement upon giving written notice of intent to terminate to the other party at least 180 days prior to the date of termination.

6. Failure of Appropriations and Cancellation of Agreement. The parties mutually agree and understand that continuation of this agreement is subject to annual budget appropriations. Subject to the requirements of Section D.5., should the Springfield City Council or the Board fail to appropriate funds to continue staffing of the police substation, this agreement may be terminated by either party as of the last date upon which appropriated funds are available to either or both parties for continuation of staffing under the agreement.

7. Nondiscrimination. The parties agree not to discriminate on the basis of age, sex, religion, disability, race, national origin, ancestry, veteran status, sexual orientation, gender identity, or color, in employment, accommodation or provision of services

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in carrying out the terms and provisions of this agreement.

8. Term of the Agreement. Subject to all of the foregoing terms and conditions, the term of this Agreement shall be from July 1, 2024 through June 30, 2025. Thereafter, the parties may annually renew the Agreement for successive periods under such terms and conditions as may be agreed to at that time. Each addendum or renewal of the Agreement shall be in written form, executed by the Springfield City Manager and the President for MSU, on such terms and conditions as may be agreed to by the City Manager and the President for MSU. Should the term of this contract end without a renewal being timely enacted, parties shall continue to follow these contract terms on a month-to-month basis until such time a new contract can be executed or one of the parties terminates the contract pursuant to Paragraph D.5 above.

9. Compliance with all laws. The parties agree to abide and follow all federal, state, and local laws in performing the duties set forth in this contract including, without limitation, Mo. Rev. Stat § 173.2050, which requires the parties to establish and follow certain policies and protocols regarding sexual assault, domestic violence, dating violence, and stalking involving Students and other members of MSU's campus community. Said policies and protocols are shown in Exhibit D, which is attached hereto and incorporated herein by reference.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year herein stated.

APPROVED AS TO FORM

By:_____
Attorney for Board of Governors

The Board of Governors of Missouri State University

By: _____
President of the University or designee

APPROVED AS TO FORM

By:_____
City Attorney or designee

The City of Springfield, Missouri

By: _____
City Manager or designee

CERTIFICATE OF DIRECTOR OF FINANCE

I certify that the expenditure contemplated by this document is within the purpose of the appropriation to which it is to be charged and that there is an unencumbered balance of appropriated and available funds to pay therefor.

_____
Director of Finance or his designee

.

EXHIBIT A
MSU CAMPUS MAP

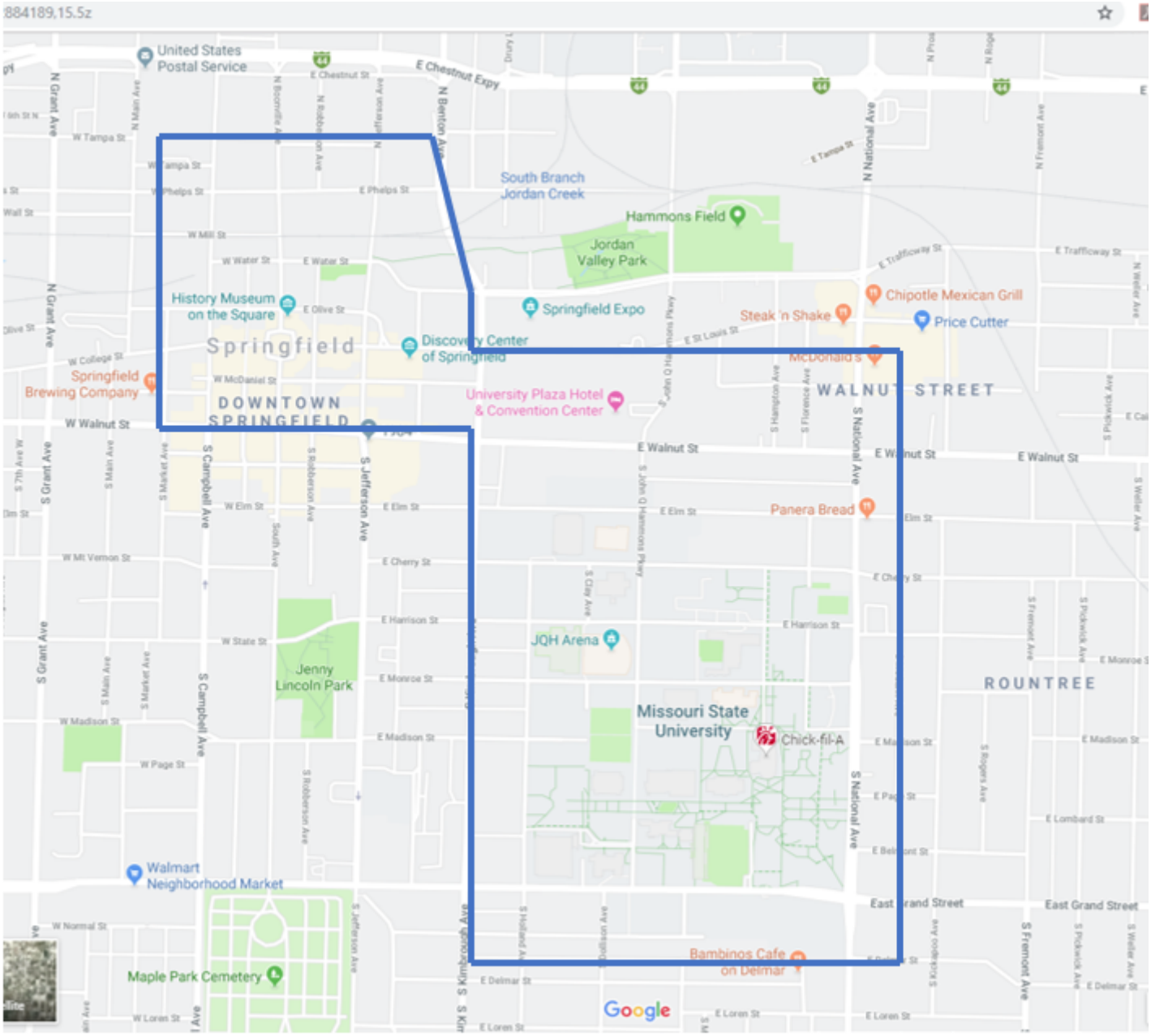


EXHIBIT B
Cost of MSU Substation Account
FY 2024-2025

	Totals
SALARIES / BENEFITS*	
Sergeant (1), Corporal (1), and Officers (8)	
MSU Cost – 80% of Total Cost	$898,994.50
OVERTIME	$106,553.00
Subtotal:	**$1,005,547.50**
OVERHEAD:	
UNIFORM ALLOWANCE (10 Officers)	$14,500.00
TRAINING COST	$4,400.00
TRANSPORTATION AND SOFTWARE COST **	$30,541.73
Subtotal:	**$49,441.73**
Total Contract Amount	**$1,054,989.23**

* Salary information is calculated at actual officer's salaries and top step for vacant positions and includes longevity pay, education incentive, pension contribution, Medicare, workers' comp, etc.
Salaries and Benefits above is 80% of cost.

** (See Exhibit C)

EXHIBIT C
MSU Substation Transportation, Equipment and Software Cost
FY 2024-2025

Transportation

	2021	2017	2016	2013
	Ford Interceptor	Ford Explorer	Ford Explorer	Ford Explorer
Purchase cost	48,017.43	$48,048	$38,350.00	
7 Year Depreciation	6,859.63	Fully Depreciated	Fully Depreciated	Fully Depreciated

Annual Depreciation for one (1) vehicle	$6,859.63
Fuel Cost **	$5,844.00
Maintenance and Repair Cost **	$10,746.00
Vehicle Subtotal	**$23,449.63**

Equipment
Ten (10) Body Worn Cameras

	10 Body Worn Cameras
Purchase Cost Per Camera	$2,551.57
5 Year Depreciation (Year 4 of 5)	$510.31
Annual Depreciation for (10) Body Worn Cameras	$5,103.10
Body Worn Camera Subtotal	**$5,103.10**

Note: 5 e-Bikes are fully depreciated.

Software

Ten (10) Office 365 annual software license fees	$198.90 each
Software Subtotal	**$1,989.00**
Total Annual Transportation, Equipment and Software Cost	**$30,541.73**

* Cost of the vehicle with standard law enforcement, including mobile data terminal and emergency equipment. All equipment will be maintained in good working order.

**Figure based on actual and averages for FY24 (July 2023-June 2024). Figures from Fleet Administrator.

EXHIBIT D
Policies and Protocols Regarding
Sexual Assault, Domestic Violence, Dating Violence, and Stalking

Consistent with the provisions of Title IX of the Education Amendments of 1972, 20 U.S.C.A. § 1681, *et seq.* ("Title IX"), and the Violence Against Women Act ("VAWA"), MSU will investigate all reports of sexual assault, domestic violence, dating violence and stalking that are brought to MSU's attention, regardless as to where the conduct is alleged to occur, which involve member(s) of the MSU campus community. (Note: Such reports will be investigated by MSU regardless as to where the conduct is alleged to have occurred, in that MSU is obligated to determine whether the alleged conduct occurred in the context of an educational program or activity, or has continuing effects on the MSU campus or in an off-campus educational program or activity.)

Consistent with the requirements of Title IX and VAWA, and the directives of the Department of Education's Office for Civil Rights "("OCR"), MSU will honor the wishes of a complainant/victim as to whether to notify the Springfield Police Department of an incident of alleged sexual assault, domestic violence, dating violence and or stalking. The reporting of any such offense will be the choice and the responsibility of the complainant/victim. Notwithstanding the foregoing, nothing in this Exhibit D shall be construed so as to preclude the Springfield Police Department from investigating any and all allegations of criminal activity – including allegations of sexual assault, domestic violence, dating violence, or stalking – that are reported to the Springfield Police Department or otherwise come to the attention of the Springfield Police Department.

Subject to its obligations under the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. § 1232g; 34 CFR § 99 *et seq.* ("FERPA"), MSU will cooperate with the Springfield Police Department, in terms of any law enforcement investigation of sexual assault, domestic violence, dating violence and or stalking involving members of the MSU campus community, if authorized by the complainant/victim or pursuant to a lawfully issued search warrant, subpoena, or court order. The Springfield Police Department agrees to use best efforts to communicate with MSU regarding investigations or reports of sexual assault, domestic violence, dating violence and or stalking involving members of MSU's campus community, provided that such communication, in the reasonable estimation of the Springfield Police Department or the Greene County Prosecuting Attorney, will not jeopardize the integrity of an investigation, or subsequent prosecution, of sexual assault, domestic violence, dating violence and or stalking.

Depending on the facts and circumstances of an individual case, one or both parties may have jurisdiction to investigation incident of sexual assault, domestic violence, dating violence and or stalking involving members of the MSU campus community. The term jurisdiction, as used herein, means that MSU shall have jurisdiction to conduct investigations consistent with its Title IX/VAWA obligations and its educational interests, whereas SPD shall have jurisdiction to conduct investigations from a law enforcement/criminal perspective. Both parties understand and agree that such investigations are independent and may happen simultaneously, and agree to provide one another with as much courtesy and communication as may be possible, given the facts and circumstances of the individual case.

The parties acknowledge and agree that this Exhibit D is intended fully conform to the requirements of Mo. Rev. Stats. § 173.2050. The parties further acknowledge that, pursuant to Mo. Rev. Stat. § 173.2050.3, the Missouri Department of Public Safety has been charged with promulgating rules and regulations by August 28, 2016, to facilitate the implementation of the requirements of Mo. Rev. Stat. § 173.2050. Thus, the parties agree to evaluate any and all such promulgating rules and regulations, and to work together in good faith to modify their collaborative practices and, as necessary, this Exhibit D, to ensure continued legal compliance.

EXPLANATION TO COUNCIL BILL 2024-105 (HARDINGER)

FILED: 06/12/2024

ORIGINATING DEPARTMENT: Environmental Services

TITLE: A special ordinance amending the budget for Fiscal Year 2023-2024 for the Department of Environmental Services in the amount of $3,400,000 to appropriate retained earnings from the Clean Water Fund for the construction of the Glenwood Regional Detention & Chestnut Phase II capital improvement project.

PURPOSE: To approve a budget adjustment to amend the Fiscal Year 2023-2024 Budget for the Department of Environmental Services in the amount of $3,400,000 to appropriate retained earnings of the Clean Water Fund for the construction of the Glenwood Regional Detention & Chestnut Phase II capital improvement project.

BACKGROUND INFORMATION: The City's Supplemental Overflow Control Plan ("SOCP") was approved concurrently with the 2nd Amended Consent Judgment on 4/27/2021. The SOCP includes multiple strategies for improving the environment and water quality. The Glenwood Regional Detention & Chestnut Phase II Project is specifically identified in the SOCP as a Targeted Sanitary Sewer Overflow ("SSO") Reduction project. Water quality enhancements to Stormwater CIP projects, in the form of Green Infrastructure, is another project category within the SOCP. This project will utilize Targeted SSO Reduction and Green Infrastructure strategies to both reduce SSOs and to enhance stormwater quality of the Jordan Creek Watershed.

Design of the Glenwood Regional Detention & Chestnut Phase II Project was completed in 2024. The purpose of the Glenwood Regional Detention & Chestnut Phase II Project is to replace existing sewer mains with larger diameter mains to increase the City's sewer system capacity. The added capacity will allow a larger amount of sewage to flow through the sewer system and reduce the risk of sanitary sewer overflows within Glenwood and Rockhurst area. The project also includes the addition of green infrastructure and water quality infrastructure to treat stormwater offline of the main stormwater channel that runs through the park. Two bioretention features with pre-treatment features will be added in the northeast and southeast corners of the detention basin and incorporate native plantings as suggested by the adopted Forward SGF Comprehensive Plan in Chapter 11 (Parks, Greenways and Natural Resources) Goal. 2.2.

Environmental Services is requesting funding approval prior to bidding to decrease the time between receiving bids and construction completion. The requested budget adjustment includes some contingency funding to allow for market fluctuations and all unspent contingency funding will be returned to the Clean Water Fund upon project completion.

This Project is a concurrent project with Public Works Stormwater and is currently scheduled to bid in the summer of calendar year 2024. This budget adjustment is necessary for Environmental Services to appropriate funding for the Project within this fiscal year.

REMARKS: Plans, specifications, and cost estimates have been prepared and are on file with the Public Works and Environmental Services Departments. The Project will be advertised through the City's Division of Purchasing. Bids will be advertised, publicly opened and awarded pending a review by the City's evaluation committee. The requested budget adjustment of $3,400,000 includes the construction, contingency, and additional materials that will be utilized for construction. The Department of Environmental Services recommends approval of this Council Bill and budget adjustment.

Submitted By: Ron Petering, Assistant Director of Environmental Services

Authorized for inclusion on the agenda pursuant to City Code section 2-33:

Attachments:
1. Glenwood Rockhurst CIP_ord
2. Glenwood Rockhurst CIP BA_Exh A

One-rdg. _____
P. Hrngs. _____
Pgs. 5
Filed: 06-04-24

Sponsored by: Hardinger

First Reading:_____ Second Reading:_____

COUNCIL BILL 2024-105 SPECIAL ORDINANCE _____

AN ORDINANCE

AMENDING the budget for Fiscal Year 2023-2024 for the Department of Environmental Services in the amount of $3,400,000 to appropriate retained earnings from the Clean Water Fund for the construction of the Glenwood Regional Detention & Chestnut Phase II capital improvement project.

_____

WHEREAS, the City of Springfield, Missouri, by and through the Department of Environmental Services (the "Department") desires to provide environmentally and economically responsible wastewater management to the citizens of Springfield and the region; and

WHEREAS, on April 5, 2021, through Special Ordinance 27480, the City approved the 2021 Supplemental Overflow Control Plan ("SOCP") to comply with the 2nd Amended Consent Judgment, and the Glenwood Regional Detention & Chestnut Phase II Project ("Project") is included in the SOCP as an anticipated project and as part of the Green Infrastructure Category; and

WHEREAS, the Project, 2022PW0046, will replace existing sewer mains with larger diameter mains to increase the City's sewer system capacity and add stormwater quality treatment features to enhance water quality in the Jordan Creek watershed; and

WHEREAS, this Project is listed in the Council-approved Capital Improvements Program ("CIP") as 21-0004.

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

Section 1 – The budget for the Fiscal Year 2024-2025 of the Department of Environmental Services of the City of Springfield is hereby amended in the accounts and in the amounts as shown on Budget Adjustment No. 073, a copy of which is attached hereto and incorporated herein by reference as "Exhibit A."

Section 2 – The City Council hereby finds that the budget adjustment made above has been recommended by the City Manager.

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

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

Passed at meeting: _____

_____
Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: _____, Deputy City Attorney

Approved for Council action: _____, City Manager

CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Exhibit A

Budget Adjustment
073

Revenues:

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

Expenditures:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
53020	08	33520	509110	103185	00000	$2,850,000	Glenwood Regional Detention & Chestnut Phase 2 Sewer Imp.
53300	08	33520	509110	103185	00000	550,000	Glenwood Regional Detention & Chestnut Phase 2 Water Quality Green Infrastructure Enhancements
Net Expenditure Adjustment						$3,400,000	

Fund Balance Appropriation:

Fund		Title	Amount
53020		Clean Water Improvement Fund	(2,850,000)
53300		CW Green Infrastructure Fund	(550,000)

Explanation: To amend the FY2023-24 budget of the Department of Environmental Services by appropriating fund balance reserves totaling $3,400,000 from the Clean Water Enterprise Funds for the Glenwood Regional Detention & Chestnut Phase 2 sewer improvement and water quality green infrastructure enhancements.

Requested By:

June 4, 2024
Department Head Date

Approved By:

June 4, 2024
Director of Finance Date

City Manager Date

Authorization:

Council Bill No. 2024-105
Ordinance No.
1st Reading
2nd Reading
Journal Imp No.

EXPLANATION TO COUNCIL BILL 2024-106 (HORTON, MCGULL)

FILED: 06/12/2024

ORIGINATING DEPARTMENT: Public Works

TITLE: A special ordinance approving the plans and specifications for Division Street and National Avenue Intersection Improvements; accepting the bid of Hartman & Company, Inc. for construction of the Division Street and National Avenue Intersection Improvements Project; and authorizing the City Manager, or designee, to enter into a contract with such bidder for the not to exceed price of $2,629,522.50.

PURPOSE: Approving the plans and specifications for Division Street and National Avenue Intersection Improvements, accepting the bid of Hartman & Company, Inc., for construction of the Division Street and National Avenue Intersection Improvements project, and authorizing the City Manager, or his designee, to enter into a contract with such bidder ("Exhibit B").

BACKGROUND INFORMATION: This project consists of improvements at the intersection of Division Street and National Avenue ("Exhibit A"). The project includes geometric improvements and new traffic signals at the intersection, pavement improvements including full depth concrete within the intersection, ADA improvements including new sidewalks and a multi-use path, and signal improvements and railroad improvements performed by BNSF. City Utilities Gas, Water and Electric will also improve their infrastructure within this contract.

Bids were solicited for this project by advertising in the *Daily Events* from April 2, 2024, through April 7, 2024. Bids were opened for the project at 10:00 a.m. on April 30, 2024, with the following bids received:

Contractor	Bid Amount
Hartman & Company, Inc.	$2,629,522.50
Radmacher Brothers Excavating Co., Inc.	$3,640,332.10
Engineering Consultant's Estimate	$1,904,427.50

The low bid, if accepted, will be funded via multiple sources. The project includes $411,568 in City Utilities infrastructure that will be reimbursed by City Utilities. The Missouri Highways and Transportation Commission will contribute $750,000 for highway/rail crossing improvements based on a previously approved agreement. The 1/4-cent Capital Improvement Sales Tax and the 1/8-cent Transportation Sales Tax will fund the remaining portion of the low bid ($1,467,954.50). All funds are already budgeted.

Supports the following City Council Priorities:

- Public Safety
- Economic vitality
- Fiscal sustainability
- Quality of Place

REMARKS: Public Works recommends passage of this Council bill.

Submitted By: Martin Gugel, Assistant Director of Public Works

Authorized for inclusion on the agenda pursuant to City Code section 2-33:

Attachments:
1. National and Division Improvements_ord
2. National and Division Map_exhA
3. National and Division Agree_exhB

One-rdg. _____
P. Hrngs. _____
Pgs. 13
Filed: 06-04-24

Sponsored by: Horton & McGull

First Reading: _____ Second Reading: _____

COUNCIL BILL 2024-106 SPECIAL ORDINANCE _____

AN ORDINANCE

APPROVING the plans and specifications for Division Street and National Avenue Intersection Improvements; accepting the bid of Hartman & Company, Inc. for construction of the Division Street and National Avenue Intersection Improvements Project; and authorizing the City Manager, or designee, to enter into a contract with such bidder for the not to exceed price of $2,629,522.50.

_____

WHEREAS, the City desires to make improvements at the intersection of Division Street and National Avenue, including geometric improvements, new traffic signals, pavement improvements, Americans with Disability ("ADA") improvements, and railroad-related improvements performed by BNSF Railway, referred to collectively as the "Project" and as depicted on "Exhibit A," which is attached hereto and incorporated herein by this reference; and

WHEREAS, bids for the Project were solicited by advertisement in *The Daily Events* from April 2, 2024, to April 7, 2024, and bids were opened on April 30, 2024; and

WHEREAS, Hartman & Company, Inc. is the lowest responsive and responsible bidder for the Project; and

WHEREAS, the Project will be funded as follows: $411,568 in reimbursement from City Utilities for utility infrastructure upgrades, $750,000 from the Missouri Highways and Transportation Commission for highway/rail crossing improvements, and the remaining $1,467,954.50 from 1/4-cent Capital Improvements Sales Tax and 1/8-cent Transportation Sales Tax; and

WHEREAS, all funds for the Project are already budgeted.

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

Section 1 – City Council hereby approves the plans and specifications for Division Street and National Avenue Intersection Improvements Project, and accepts the bid of Hartman & Company, Inc. for said Project, at the price and sum not to exceed $2,629,522.50.

Section 2 – The City Manager, or designee, is hereby authorized to enter into an Agreement with said bidder for such work in accordance with the terms of the bid, the plans, and the specifications, said contract to be in substantially similar form to the document attached hereto, and incorporated herein by this reference, as “Exhibit B.” .

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

Section 4 - This Ordinance shall be in full force and effect from and after passage.

Passed at meeting: _____

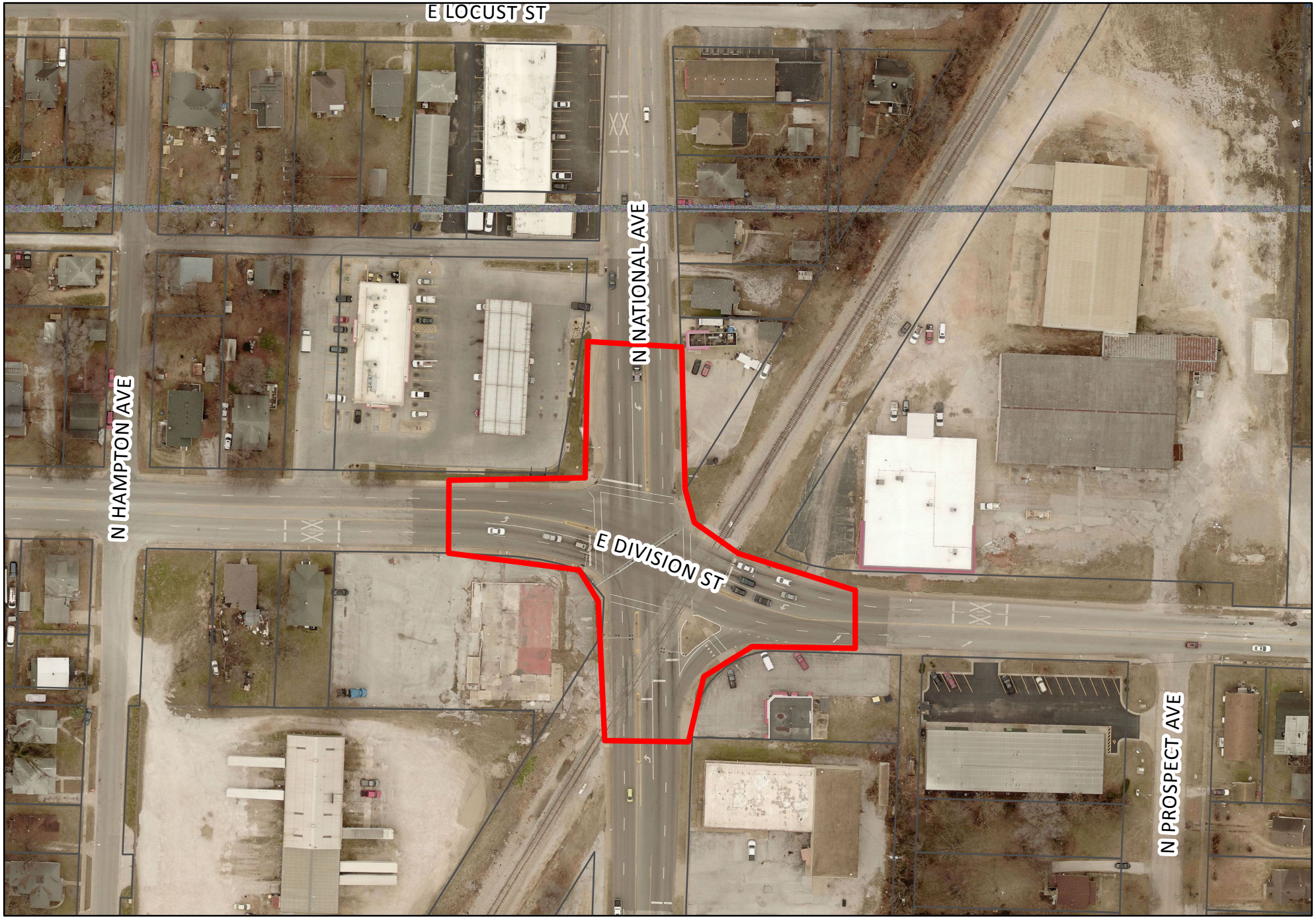
_____
Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: _____, Assistant City Attorney

Approved for Council action: _____, City Manager



CITY OF Springfield

Plan # 2019PW0050

Exhibit A

DISCLAIMER: All information included on this map or digital file is provided "as-is" for general information purposes only. The City of Springfield, and all other contributing data suppliers, make no warranties, expressed or implied, concerning the accuracy, completeness, reliability, or suitability of the data for any particular use. Furthermore, the City of Springfield, and all other contributing data suppliers, assume no liability whatsoever associated with the use or misuse of the data.

Exhibit B

ROUTING ORDER	(1) ORIGINATING DEPARTMENT	(2) CONTRACTOR	(3) FINANCE DEPARTMENT
	(4) LAW DEPARTMENT	(5) CITY MANAGER'S OFFICE	(6) CITY CLERK'S OFFICE
EFFECTIVE DATE	**TERMINATION DATE**	**CONTRACT NUMBER:**	

CITY	**CONTRACTOR**
CITY OF SPRINGFIELD	**NAME: HARTMAN & COMPANY, INC.**
840 BOONVILLE, P.O. BOX 8368	**ADDRESS: 1200 E WOODHURST DRIVE J-200**
SPRINGFIELD, MO 65802	**SPRINGFIELD, MO. 65804**
PHONE: (417) 864- 1994 FAX:	**PHONE: (417) 882-2062**
ATTN: ZACH BUTCHER	**FAX:**
DEPT.: PUBLIC WORKS	**ATTN: MARY BETH HARTMAN**

AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of _____, 20____, by the parties identified above.

WITNESSETH: That whereas, the Contractor has become the lowest responsible bidder for furnishing the supervision, labor, tools, equipment, materials and supplies and for constructing the following City improvements:

Division St and National Avenue Intersection Improvements, 2019PW0050

The City and Contractor agree to the following:

1. Manner and Time for Completion. The Contractor will furnish all supervision, labor, tools, equipment, materials and supplies necessary to perform, and to perform said work at Contractor's own expense in accordance with the contract documents and any applicable City ordinances and state and federal laws within 187 calendar days from the date Contractor is ordered to proceed, which order shall be issued by the Director of Public Works within 30 days after the date of this contract.

2. Prevailing Wages. All workers performing work under this Contract shall be paid a wage of no less than the "prevailing hourly rate of wages" for work of a similar character in this locality or the public works contracting minimum wage, whichever is applicable, as set out in the Wage Order attached to and made part of the specification for work under this Contract. If at any time the Contractor is found to not have paid prevailing wages, the Contractor shall forfeit as a penalty to the City one hundred dollars for each calendar day or portion of a calendar day for each worker paid less than the stipulated required rates for any work done under this Contract by the Contractor or by any subcontractor under the Contractor. Notwithstanding the foregoing, if the engineer's estimate of the total project cost or the bid accepted by the City is $75,000.00 or less, then all labor utilized in the construction of the improvements shall not be required to pay the "prevailing rate of wages" or the public works minimum wage. However, if the project becomes subject to a change order that increases the total project cost to more than $75,000.00, a "prevailing hourly rate of wages" or the public works contracting minimum wage, whichever is applicable, shall be paid for all labor utilized in the construction of the improvements but only for that portion of the project which exceeds $75,000.00.

3. Insurance Requirements. Without limiting any of the other obligations or liabilities of the Contractor, the Contractor shall secure and maintain at its own cost and expense, throughout the duration of this Contract and until the work is completed and accepted by the City of Springfield, City Utilities of Springfield, and the Board of Utilities, insurance of such types and in such amounts as may be necessary to protect it and the interests of the City of Springfield, City Utilities of Springfield, and the Board of Utilities, against all hazards or risks of loss as hereunder specified or which may arise out of the performance of the Contract Documents. The form and limits of such insurance, together with the underwriter thereof in each case, are subject to approval by the City of Springfield, City Utilities of Springfield, and the Board of Utilities. Regardless of such approval, it shall be the responsibility of the contractor to

maintain adequate insurance coverage at all times during the term of the Contract. Failure of the Contractor to maintain coverage shall not relieve it of any contractual responsibility or obligation or liability in general or under the Contract Documents.

The certificates of insurance, including evidence of the required endorsements hereunder or the policies, shall be filed with the City within ten (10) days after the date of the receipt of Notice of Award of the Contract to the Contractor and prior to the start of work. All insurance policies shall require that the insurance company in question provide thirty (30) days written notice prior to modification or cancellation of such insurance. Such notices shall be mailed, certified mail, return receipt requested, to:

City of Springfield - Public Works, P.O. Box 8368, Springfield, MO 65801-8368; and

City Utilities of Springfield, P.O. Box 551, Springfield, MO 65801

As of January 1, 2022, the minimum coverage for the insurance referred to herein shall be as set out below:

a. Workers' Compensation…. Statutory coverage per RSMo 287.010 et seq
Employer's Liability……. $1,000,000.00

b. Commercial General Liability Insurance, including coverage for Premises, Operations, Products and Completed Operations, Contractual Liability, Broad Form Property Damage, Independent Contractors, Explosion, Collapse, and Underground Property Damage and endorsed for blasting if blasting required. Such coverage shall apply to bodily injury and property damage on an "Occurrence Form Basis" with limits of at least Three Million and 00/100 Dollars ($3,000,000) for all claims arising out of a single accident or occurrence. Contractor agrees that the proceeds of such insurance policy shall first be used to pay any award, damages, costs, and/or attorneys' fees incurred by or assessed against City, its employees, officers and agents, before payment of any award, damages, costs or attorney's fees of Contractor, its employees, officers or agents. Contractor agrees to cause its insurer to name City as an additional insured on such insurance policy, including the City as an additional insured for coverage under its products-completed operations hazard, and said policy shall be primary and noncontributory. Aggregate Limit must apply on a Per Project basis, and the endorsement must accompany the certificate of insurance. A Waiver of Subrogation endorsement must be provided by contractor in favor of the City**.**

c. Automobile Liability Insurance covering bodily injury and property damage for owned, non-owned and hired vehicles, with limits of at least Three Million and 00/100 Dollars ($3,000,000) for all claims arising out of a single accident or occurrence. Contractor agrees to cause its insurer to name City as an additional insured on such insurance policy.

d. Owner's and Contractor's Protective Liability Insurance to protect the City, its agents, servants and employees from claims which may arise from the performance of this Contract, with limits of at least Three Million and 00/100 Dollars ($3,000,000) for all claims arising out of a single accident or occurrence.

The Owner's and Contractor's Protective Liability Insurance must:

(1) Be a separate policy with the named insured being: The City of Springfield; and

(2) Be with the same insurance company with which the Contractor carrier its Commercial General Liability Insurance; and

(3) Contain an endorsement that disclaims coverage for any claim barred by the doctrines of sovereign immunity or official immunity, except attorney's fees and other litigation costs incurred in defending a claim. Nothing contained in this policy (or this endorsement thereto) shall constitute any waiver of whatever kind of these defenses or sovereign immunity or official immunity for any monetary amount whatsoever.

e. Builders Risk Insurance for contracts involving unoccupied structures. The Contractor shall secure All Risk Builder's Risk Insurance. Unless specifically authorized by the City, the amount of such insurance shall not be less than the total contract price. The policy shall name as insured the Contractor and the City of Springfield.

f. Subcontracts. In case any or all of this work is sublet, the Contractor shall require the subcontractor to procure and maintain all insurance required in subparagraphs (a), (b) and (c) hereof and in like amounts. Contractor shall require any and all

subcontractors with whom it enters into a contract to perform work on this project to protect the City of Springfield, City Utilities of Springfield, Missouri, and the Board of Utilities through insurance against applicable hazards or risks and shall, upon request of the City, provide evidence of such insurance.

g. Notice. The Contractor and/or subcontractor shall furnish the City prior to beginning the work, the policy as specified in subparagraph (d), and satisfactory proof of carriage of all the insurance required by this contract, with the provision that policies shall not be canceled, modified or non-renewed without thirty (30) days written notice to the City of Springfield.

h. Legislative or Judicial Changes. In the event the scope or extent of the City's tort liability as a governmental entity as described in Section 537.600 through 537.650 RSMo is broadened or increased during the term of this agreement by legislative or judicial action, the City may require Contractor, upon 10 days written notice, to execute a contract addendum whereby the Contractor agrees to provide, at a price not exceeding Contractor's actual increased premium cost, additional liability insurance coverage as the City may require to protect the City from increased tort liability exposure as the result of such legislative or judicial action. Any such additional insurance coverage shall be evidenced by an appropriate certificate of insurance and shall take effect within the time set forth in the addendum.

4. Contractor's responsibility for subcontractors. The Contractor shall be as fully responsible to the City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons it directly employs. Contractor shall cause appropriate provisions to be inserted in all subcontracts relating to this work, to bind all subcontractors to Contractor by all the terms herein set forth, and insofar as applicable to the work of subcontractors and to give Contractor the same power regarding termination of any subcontract as the City may exercise over Contractor under any provisions of this contract. Nothing contained in this contract shall create any contractual relation between the subcontractor and the City or between any subcontractors.

5. General Independent Contractor Clause. This agreement does not create an employee/employer relationship between the parties. It is the parties' intention that the Contractor will be an independent contractor and not the City's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, Missouri Revenue and Taxation laws, Missouri Workers' Compensation and Unemployment Insurance laws. The Contractor will retain sole and absolute discretion in the judgment of the manner and means of carrying out the Contractor's activities and responsibilities hereunder. The Contractor agrees that it is a separate and independent enterprise from the public employer, that it has a full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This agreement shall not be construed as creating any joint employment relationship between the Contractor and the City, and the City will not be liable for any obligation incurred by the Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.

6. Liquidated Damages. Time of completion of work by the Contractor is of the essence. Should Contractor, or in the case of default, the surety, fail to substantially complete the work within the time specified in the contract, or within such extra time as may be allowed, Contractor (or surety) shall be liable to the City in the amount of $6,150 per day for each and every calendar day that the contract remains uncompleted after the time allowed for substantial completion, as liquidated damages, and not as a penalty, it being stipulated that actual damages to the City and the public arising from Contractor's failure to timely complete the work would be difficult, if not impossible, to ascertain. The amount assessed as liquidated damages may be withheld from any moneys otherwise due to Contractor from the City. The project is not considered complete until final acceptance by the City. After substantial completion, liquidated damages for failure to complete the remaining work shall be in the amount specified in the General Conditions, unless an amount is provided in the Job Special Provision, in which case, the Job Special Provision amount will apply.

7. Termination for Cause. The City reserves the right to terminate this contract by giving at least five (5) days prior written notice to the Contractor, without prejudice to any other rights or remedies of the City should the Contractor be adjudged a bankrupt, or if Contractor should make a general assignment for the benefit of its creditors, or if a receiver should be appointed for Contractor or for any of its property, or if Contractor should persistently or repeatedly refuse or fail to supply enough properly skilled workmen or proper material, or if Contractor should refuse or fail to make prompt payment to any person supplying labor or materials for the work under the contract, or persistently disregard instructions of the City or fail to observe or perform any provisions of the contract.

8. City's Right to Proceed. In the event this contract is terminated pursuant to Paragraph 8, then the City may take over the work and prosecute the same to completion, by contract or otherwise, and Contractor and its sureties shall be liable to the City for

any costs over the amount of this contract thereby occasioned by the City. In any such case, the City may take possession of, and utilize in completing the work, such materials, appliances and structures as may be on the work site and are necessary for completion of the work. The foregoing provisions are in addition to, and not in limitation of, the rights of the City under any other provisions of the contract, city ordinances, and state and federal laws.

9. Termination for Convenience of City. The City shall have the right at any time by written notice to Contractor to terminate and cancel this contract, without cause, for the convenience of the City, and Contractor shall immediately stop work. In such event City shall not be liable to Contractor except for payment for actual work performed prior to such notice in an amount proportionate to the completed contract price and for the actual costs of preparations made by Contractor for the performance of the cancelled portions of the contract, including a reasonable allowance of profit applicable to the actual work performed and such preparations. Anticipatory profits and consequential damages shall not be recoverable by Contractor.

10. Guards and Lights. The Contractor agrees that during the performance of said work, adequate barricades, guards and warning signs, lights or devices consistent with the requirements contained in the Manual on Uniform Traffic Control Devices shall be provided by Contractor during construction.

11. Liability and Indemnity.

a. In no event shall the City be liable to the Contractor for special, indirect, or consequential damages, except those caused by the City's gross negligence or willful or wanton misconduct arising out of or in any way connected with a breach of this contract. The maximum liability of the City shall be limited to the amount of money to be paid or received by the City under this contract.

b. The Contractor shall defend, indemnify and save harmless the City, its elected or appointed officials, agents and employees from and against any and all liability, suits, damages, costs (including attorney fees), losses, outlays and expenses from claims in any manner caused by, or allegedly caused by, or arising out of, or connected with, this contract, or the work or any subcontract thereunder (the Contractor hereby assuming full responsibility for relations with subcontractors), including, but not limited to, claims for personal injuries, death, property damage, or for damages from the award of this contract to Contractor, notwithstanding any possible negligence, whether sole or concurrent, on the part of the City, its officials, agents and employees.

c. The Contractor shall indemnify and hold the City harmless from all wages or overtime compensation due any employees in rendering services pursuant to this agreement or any subcontract, including payment of reasonable attorneys' fees and costs in the defense of any claim made under the Fair Labor Standards Act, the Missouri Prevailing Wage Law or any other federal or state law.

d. The indemnification obligations of Contractor hereunder shall not be limited by any limitations as to the amount or type of damages, compensation or benefits payable by or for the Contractor, under any federal or state law, to any person asserting the claim against City, its elected or appointed officials, agents and employees, for which indemnification is sought.

e. The indemnification obligations herein shall not negate, abridge or reduce in any way any additional indemnification rights of the City, its elected or appointed officials, agents and employees, which are otherwise available under statute, or in law or equity.

f. Contractor affirms that it has had the opportunity to recover the costs of the liability insurance required in this agreement in its contract price. Contractor's obligation under this agreement to defend, indemnify, and hold harmless any person from that person's own negligence or wrongdoing is limited to the coverage and limits of the applicable insurance required of the Contractor under this agreement.

g. The Contractor shall indemnify and hold the City harmless for any penalties, fines, fees or costs, including costs of defense, which are charged or assessed by any Federal, state or local agency including, but not limited to, Environmental Protection Agency or Department of Natural Resources.

12. Attorney Fees. In the event of any litigation arising from breach of this Agreement the City shall be entitled to recover from the Contractor all reasonable costs incurred for such litigation, including staff time, court costs, attorney fees, and all other related expenses incurred in such litigation.

13. Payment for Labor and Materials. The Contractor agrees and binds itself to pay for all labor done and for all the materials used in the construction of the work to be completed pursuant to this contract.

14. Payment. The City will pay the Contractor in accordance with the rate set forth in the contract documents on file in the Public Works Department and by this reference made a part hereof, which shall constitute full and complete compensation for the Contractor's work provided hereunder. It is expressly understood that in no event will the total compensation and reimbursement to be paid to the Contractor under the terms of this contract exceed the sum of **Two Million, Six Hundred Twenty-Nine Thousand, Five hundred Twenty Two Dollars and 50 Cents ($2,629,522.50)** unless specifically and mutually agreed to in writing by both the City and the Contractor. No partial payment to the Contractor shall operate as approval of acceptance of work done or materials furnished hereunder. Such compensation will be paid in progress payments (less five (5) percent retainage), as established by the City, subject to receipt of a requisition for payment and a statement of work provided by the Contractor and agreement by both the City and the Contractor that the Contractor has fully performed the work to be paid for in such progress payments in conformance with the contract.

15. Contract Documents. The contract documents shall consist of the following:

- **a.** This Contract
- **b.** All Change Orders
- **c.** Bid Plans and Specifications
- **d.** City of Springfield Standard General Conditions and Technical Specifications for Public Works Construction (most recent edition as of this project's first date of advertisement)
- **e.** Special Conditions & Provisions
- **f.** Proposal
- **g.** Statement of Bidder's Qualifications
- **h.** Acknowledgment
- **i.** Performance Bond
- **h.** Payment and Material Bond
- **k.** Instructions to Bidders
- **l.** Non-collusion Affidavit
- **m.** Notice to Proceed

This contract, together with the other documents enumerated in this paragraph, forms the contract between the parties. These documents are as fully a part of the contract as if attached hereto or repeated herein.

16. Subsurface Conditions. Contractor agrees that information contained in the published reports and public actions of the Missouri Division of Geology and Land Survey shall be conclusive and binding upon the Contractor as to what subsurface conditions at the job site are reasonably anticipated or reasonably foreseeable.

17. Conflict of Interest. In accepting this contract, Contractor certifies that no member or officer of its firm or corporation is an officer or employee of the City of Springfield, Missouri, or any of its boards or agencies, and further that no officer or employee of the City has any financial interest, direct or indirect, in this contract. All applicable federal regulations and provisions of RSMo. Section 105.450 et seq. shall not be violated.

18. Assignment. The Contractor shall not assign any interest in this contract, and shall not transfer any interest in the same (whether by assignment or novation), without prior written consent of the City thereto, provided, however, that claims for money due or to become due to the Contractor from the City under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of such assignment or transfer shall be furnished in writing promptly to the City and the bond surety. Any such assignment is expressly subject to all rights and remedies of the City under this agreement, including the right to change or delete activities from the Contract or to terminate the same as provided herein, and no such assignment shall require the City to give any notice to any such assignee of any actions which the City may take under this agreement.

19. Nondiscrimination. The Contractor agrees in the performance of this Contract not to discriminate on the ground or because of race, color, religion, sex, sexual orientation, gender identity, national origin, age, status as a protected veteran or status as a qualified individual with a disability, or political opinion or affiliation, against any employee of Contractor or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder. The parties hereby incorporate the

requirements of 41 C.F.R. §§ 60-1.4(a)(7), 29 C.F.R. Part 471, Appendix A to Subpart A, 41 C.F.R. § 60-300.5(a) and 41 C.F.R. § 60-741.5(a), if applicable.

a. This contractor and subcontractor shall abide by the requirements of 41 C.F.R. § 60-300.5(a). This regulation prohibits discriminations against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.

b. This contractor and subcontractor shall abide by the requirements of 41 C.F.R. § 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

20. Nonresident/Foreign Contractors. The Contractor shall procure and maintain during the life of this contract:

a. If the Contractor is a foreign corporation, a certificate of authority to transact business in the State of Missouri from the Secretary of State, unless exempt pursuant to the provisions of Section 351.570 RSMo.

b. A certificate from the Missouri Director of Revenue evidencing compliance with the transient employer financial assurance law, unless exempt pursuant to the provisions of Section 285.230 RSMo.

21. Notices. All notices required or permitted hereinunder and required to be in writing may be given by FAX or by first class mail addressed to City and Contractor at the addresses shown above. The date of delivery of any notice given by mail shall be the date falling on the second full day after the day of its mailing. The date of delivery of notice by FAX transmission shall be deemed to be the date transmission occurs, except where the transmission is not completed by 5:00 p.m. on a regular business day at the terminal of the receiving party, in which case the date of delivery shall be deemed to fall on the next regular business day for the receiving party.

22. Occupational License: The Contractor shall obtain and maintain an occupational license with the City of Springfield, Missouri, if required by city code and any required state or federal license. The cost for this occupational license shall be borne by the Contractor. No contract will be executed by the City until this occupational license has been obtained and that the Contractor is current on any City taxes is verified.

23. Safety Training. Pursuant to Missouri Revised Statute Section 292.675, Contractors and subcontractors who sign a contract to work on public works projects must provide a 10-hour OSHA construction safety program, or similar program approved by the Department of Labor and Industrial Relations, to be completed by their on-site employees, unless such employees hold documentation of prior completion of the program, within sixty (60) days of beginning work on the construction project. The Contractor shall provide an acceptable notarized affidavit stating that Contractor has verified the completion of a 10-hour construction safety program with respect to the employees working in connection with the contracted services. Contractors and subcontractors in violation of this provision will forfeit to the public body $2,500 plus $100 a day for each employee who is employed without training. Public bodies and contractors may withhold assess penalties from the payment due to those contractors and subcontractors. The penalties shall not begin to accrue until the time periods in the statute have elapsed (60 days after notice to proceed and 20 days to produce documentation for employee found in violation).

24. Affidavit for Contracts over $5,000.00. That pursuant to Missouri Revised Statute Sections 285.525 through 285.550, if this contract exceeds the amount of $5,000.00 and Contractor is associated with a business entity, Contractor shall provide an acceptable notarized affidavit stating that the associated business entity is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services, and that said business entity does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. Additionally, Contractor must provide documentation for said business entity evidencing current enrollment in a federal work authorization program.

25. Certificate of Compliance with 34.600 RSMo. (Anti-Discrimination Against Israel Act). That pursuant to Missouri Revised Statute Sections 34.600 et., seq., A Contractor must provide a written certification of compliance with the Anti-Discrimination Against Israel Act, RSMo. 34.600 et.,seq. that the contractor is not currently engaged in, and shall not, for the duration of the contract, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel. This section shall not apply to contracts with a total potential value of less than one hundred thousand dollars or to contractors with fewer than ten employees.

26. Compliance with Laws. Contractor agrees to comply with all applicable federal, state and local laws or rules and regulations applicable to the provision of services and products hereunder. Contractor affirmatively states that payment of all local, state, and federal taxes and assessments owed by Contractor is current.

27. Entire Agreement. This agreement contains the entire agreement of the parties. No modification, amendment, or waiver of any of the provisions of this agreement shall be effective unless in writing specifically referring hereto, and signed by both parties.

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

(Remaining Page Intentionally Left Blank)

IN WITNESS WHEREOF, the parties hereto evidence their agreement to the terms of this Contract by their signatures below.

REVIEWED BY:

_____
Assistant Director of Public Works or Acting Assistant

RECOMMENDED BY:

_____
Director of Public Works or Acting Director

CERTIFICATE OF DIRECTOR OF FINANCE

I certify that the expenditure contemplated by this document is within the purpose of the appropriation to which it is to be charged and that there is an unencumbered balance of appropriated and available funds to pay therefor.

_____
Director of Finance or Acting Director

APPROVED AS TO FORM

_____
City Attorney or Assistant City Attorney

CONTRACTOR:

By: _____

Printed Name: _____

Title: _____

If Contractor is a Disadvantaged Business Enterprise (DBE), please indicate classification.
Minority Owned ☐ Women Owned ☐ Veteran Owned ☐

CITY OF SPRINGFIELD, MISSOURI

By: _____
City Manager or his/her designee

EXPLANATION TO COUNCIL BILL 2024-107 (HORTON)

FILED: 06/12/2024

ORIGINATING DEPARTMENT: Public Works

TITLE: A special ordinance approving the plans and specifications for Jefferson Avenue Footbridge Rehabilitation Improvements; accepting the bid of Branco Enterprises, Inc. for construction of the Jefferson Avenue Footbridge Rehabilitation Project; and authorizing the City Manager, or designee, to enter into a contract with such bidder for the not to exceed price of $10,831,689.

PURPOSE: Approving the plans and specifications for Jefferson Avenue Footbridge Rehabilitation Improvements, accepting the bid of Branco Enterprises, Inc., for construction of the Jefferson Avenue Footbridge Rehabilitation Project ("Exhibit A"), and authorizing the City Manager, or his designee, to enter a contract ("Exhibit B") with such bidder.

BACKGROUND INFORMATION: This project consists of the rehabilitation of the Jefferson Avenue Footbridge which consists of 48,822 pounds of structural steel, removal and replacement of wood decking, installing two elevators, replacement of stairs, and lighting for the structure.

Bids were solicited for this project by advertising in the *Daily Events* from March 8, 2024, through March 12, 2024. Bids were opened for the project at 10:30 a.m. on April 30, 2024, with the following bid received:

Contractor	Bid Amount
Branco Enterprises, Inc.	$10,831,689.00
Engineer's Estimate	$8,780,235.00

The low bid, if accepted, will be funded from a combination of a State of Missouri Direct Appropriation, the 1/4-cent Capital Improvement Tax, the 1/8-cent Transportation Sales Tax, and a Commercial Club contribution. Those funds total approximately $8.4 million and are already budgeted. The remaining funding, including a contingency, will be budgeted by Council Bill 2024-097, which authorizes the issuance of Special Obligation Improvement Bonds if approved.

Supports the following City Council Priorities:

- Public Safety
- Economic vitality
- Fiscal sustainability

- Quality of Place

REMARKS: Public Works recommends acceptance of this Council bill.

Submitted By: Martin Gugel, Assistant Director of Public Works

Authorized for inclusion on the agenda pursuant to City Code section 2-33:

Attachments:
1. Jefferson Ave Footbridge_ord
2. Jefferson Avenue Footbridge_exhA
3. Jefferson Avenue Footbridge_exhB

One-rdg. _____
P. Hrngs. _____
Pgs. _____
Filed: 06-04-24

Sponsored by: Horton

First Reading: _____ Second Reading: _____

COUNCIL BILL 2024-107 SPECIAL ORDINANCE _____

AN ORDINANCE

APPROVING the plans and specifications for Jefferson Avenue Footbridge Rehabilitation Improvements; accepting the bid of Branco Enterprises, Inc. for construction of the Jefferson Avenue Footbridge Rehabilitation Project; and authorizing the City Manager, or designee, to enter into a contract with such bidder for the not to exceed price of $10,831,689.

_____

WHEREAS, the City desires to rehabilitate the Jefferson Avenue Footbridge, referred to herein as the "Project" and as depicted on "Exhibit A," which is attached hereto and incorporated herein by this reference; and

WHEREAS, bids for the Project were solicited by advertisement in *The Daily Events* from March 8, 2024, to March 12, 2024, opened on April 30, 2024; and

WHEREAS, Branco Enterprises, Inc. is the lowest responsive and responsible bidder for the Project; and

WHEREAS, the Project will be funded from a combination of a State of Missouri Direct Appropriation, the 1/4-cent Capital Improvement Tax, the 1/8-cent Transportation Sales Tax, and a Commercial Club contribution, with said funding totaling approximately $8.4 million and already budgeted; and

WHEREAS, the remaining funds, including a contingency, will be budgeted by Council Bill 2024-097, which authorizes the issuance of Special Obligation Improvement Bonds if approved.

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

Section 1 – City Council hereby approves the plans and specifications for the Jefferson Avenue Footbridge Rehabilitation Project, and accepts the bid of Branco Enterprises, Inc. for said Project, at the price and sum not to exceed $10,831,689, contingent upon the availability of appropriated funds.

Section 2 – The City Manager, or designee, is hereby authorized to enter into an Agreement with said bidder for such work, said contract to be in substantially similar form to the document attached hereto, and incorporated herein by this reference, as "Exhibit B," and in accordance with the terms of the bid, the plans, and the specifications.

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

Section 4 - This Ordinance shall be in full force and effect from and after passage.

Passed at meeting: _____

_____
Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: _____, Assistant City Attorney

Approved for Council action: _____, City Manager

EXHIBIT A

CITY OF Springfield

Jefferson Avenue Footbridge Rehabilitation Project

DISCLAIMER: All information included on this map or digital file is provided "as-is" for general information purposes only. The City of Springfield, and all other contributing data suppliers, make no warranties, expressed or implied, concerning the accuracy, completeness, reliability, or suitability of the data for any particular use. Furthermore, the City of Springfield, and all other contributing data suppliers, assume no liability whatsoever associated with the use or misuse of the data.

Exhibit B

ROUTING ORDER	(1) ORIGINATING DEPARTMENT	(2) CONTRACTOR	(3) FINANCE DEPARTMENT
	(4) LAW DEPARTMENT	(5) CITY MANAGER'S OFFICE	(6) CITY CLERK'S OFFICE
EFFECTIVE DATE	**TERMINATION DATE**	**CONTRACT NUMBER:**	

CITY	**CONTRACTOR**
CITY OF SPRINGFIELD **840 BOONVILLE, P.O. BOX 8368** **SPRINGFIELD, MO 65802** **PHONE: (417) 864-1932 FAX: (417) 864-1907** **ATTN: NICHOLAS EDELMAN, P.E.** **DEPT.: PUBLIC WORKS**	**NAME: BRANCO ENTERPRISES, INC.** **ADDRESS: PO BOX 459** **12033 E. HWY 86** **NEOSHO, MO 64850** **PHONE: 417-451-5250** **FAX:** **ATTN: SEAN THOUVENOT**

AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of _____, 20____, by the parties identified above.

WITNESSETH: That whereas, the Contractor has become the lowest responsible bidder for furnishing the supervision, labor, tools, equipment, materials and supplies and for constructing the following City improvements:

JEFFERSON AVENUE FOOTBRIDGE
PLAN NUMBER 2016PW0014TE

The City and Contractor agree to the following:

1. Manner and Time for Completion. The Contractor will furnish all supervision, labor, tools, equipment, materials and supplies necessary to perform, and to perform said work at Contractor's own expense in accordance with the contract documents and any applicable City ordinances and state and federal laws within 185 calendar days from the date Contractor is ordered to proceed with construction. Initial Notice to Proceed for ordering material shall be issued by the Director of Public Works within 30 days after the date of this contract. Notice to Proceed for construction shall be issued no later than the completion of the material purchase, and others time frame with a maximum of 180 days after the Initial Notice to Proceed.

2. Prevailing Wages. All workers performing work under this Contract shall be paid a wage of no less than the "prevailing hourly rate of wages" for work of a similar character in this locality or the public works contracting minimum wage, whichever is applicable, as set out in the Wage Order attached to and made part of the specification for work under this Contract. If at any time the Contractor is found to not have paid prevailing wages, the Contractor shall forfeit as a penalty to the City one hundred dollars for each calendar day or portion of a calendar day for each worker paid less than the stipulated required rates for any work done under this Contract by the Contractor or by any subcontractor under the Contractor. Notwithstanding the foregoing, if the engineer's estimate of the total project cost or the bid accepted by the City is $75,000.00 or less, then all labor utilized in the construction of the improvements shall not be required to pay the "prevailing rate of wages" or the public works minimum wage. However, if the project becomes subject to a change order that increases the total project cost to more than $75,000.00, a "prevailing hourly rate of wages" or the public works contracting minimum wage, whichever is applicable, shall be paid for all labor utilized in the construction of the improvements but only for that portion of the project which exceeds $75,000.00.

3. Insurance Requirements. Without limiting any of the other obligations or liabilities of the Contractor, the Contractor shall secure and maintain at its own cost and expense, throughout the duration of this Contract and until the work is completed and accepted by the City of Springfield, City Utilities of Springfield, and the Board of Utilities, insurance of such types and in such amounts

as may be necessary to protect it and the interests of the City of Springfield, City Utilities of Springfield, and the Board of Utilities, against all hazards or risks of loss as hereunder specified or which may arise out of the performance of the Contract Documents. The form and limits of such insurance, together with the underwriter thereof in each case, are subject to approval by the City of Springfield, City Utilities of Springfield, and the Board of Utilities. Regardless of such approval, it shall be the responsibility of the contractor to maintain adequate insurance coverage at all times during the term of the Contract. Failure of the Contractor to maintain coverage shall not relieve it of any contractual responsibility or obligation or liability in general or under the Contract Documents.

The certificates of insurance, including evidence of the required endorsements hereunder or the policies, shall be filed with the City within ten (10) days after the date of the receipt of Notice of Award of the Contract to the Contractor and prior to the start of work. All insurance policies shall require that the insurance company in question provide thirty (30) days written notice prior to modification or cancellation of such insurance. Such notices shall be mailed, certified mail, return receipt requested, to:

City of Springfield - Public Works, P.O. Box 8368, Springfield, MO 65801-8368; and

City Utilities of Springfield, P.O. Box 551, Springfield, MO 65801

As of January 1, 2022, the minimum coverage for the insurance referred to herein shall be as set out below:

a. Workers' Compensation…. Statutory coverage per RSMo 287.010 et seq
Employer's Liability……. $1,000,000.00

b. Commercial General Liability Insurance, including coverage for Premises, Operations, Products and Completed Operations, Contractual Liability, Broad Form Property Damage, Independent Contractors, Explosion, Collapse, and Underground Property Damage and endorsed for blasting if blasting required. Such coverage shall apply to bodily injury and property damage on an "Occurrence Form Basis" with limits of at least Three Million and 00/100 Dollars ($3,000,000) for all claims arising out of a single accident or occurrence. Contractor agrees that the proceeds of such insurance policy shall first be used to pay any award, damages, costs, and/or attorneys' fees incurred by or assessed against City, its employees, officers and agents, before payment of any award, damages, costs or attorneys fees of Contractor, its employees, officers or agents. Contractor agrees to cause its insurer to name City as an additional insured on such insurance policy, including the City as an additional insured for coverage under its products-completed operations hazard, and said policy shall be primary and noncontributory. Aggregate Limit must apply on a Per Project basis, and the endorsement must accompany the certificate of insurance. A Waiver of Subrogation endorsement must be provided by contractor in favor of the City**.**

c. Automobile Liability Insurance covering bodily injury and property damage for owned, non-owned and hired vehicles, with limits of at least Three Million and 00/100 Dollars ($3,000,000) for all claims arising out of a single accident or occurrence. Contractor agrees to cause its insurer to name City as an additional insured on such insurance policy.

d. Owner's and Contractor's Protective Liability Insurance to protect the City, its agents, servants and employees from claims which may arise from the performance of this Contract, with limits of at least Three Million and 00/100 Dollars ($3,000,000) for all claims arising out of a single accident or occurrence.

The Owner's and Contractor's Protective Liability Insurance must:

(1) Be a separate policy with the named insured being: The City of Springfield; and

(2) Be with the same insurance company with which the Contractor carrier its Commercial General Liability Insurance; and

(3) Contain an endorsement that disclaims coverage for any claim barred by the doctrines of sovereign immunity or official immunity, except attorney's fees and other litigation costs incurred in defending a claim. Nothing contained in this policy (or this endorsement thereto) shall constitute any waiver of whatever kind of these defenses or sovereign immunity or official immunity for any monetary amount whatsoever.

e. Builders Risk Insurance for contracts involving unoccupied structures. The Contractor shall secure All Risk Builder's Risk Insurance. Unless specifically authorized by the City, the amount of such insurance shall not be less than the total contract price. The policy shall name as insured the Contractor and the City of Springfield.

f. Subcontracts. In case any or all of this work is sublet, the Contractor shall require the subcontractor to procure and maintain all insurance required in subparagraphs (a), (b) and (c) hereof and in like amounts. Contractor shall require any and all subcontractors with whom it enters into a contract to perform work on this project to protect the City of Springfield, City Utilities of Springfield, Missouri, and the Board of Utilities through insurance against applicable hazards or risks and shall, upon request of the City, provide evidence of such insurance.

g. Notice. The Contractor and/or subcontractor shall furnish the City prior to beginning the work, the policy as specified in subparagraph (d), and satisfactory proof of carriage of all the insurance required by this contract, with the provision that policies shall not be canceled, modified or non-renewed without thirty (30) days written notice to the City of Springfield.

h. Legislative or Judicial Changes. In the event the scope or extent of the City's tort liability as a governmental entity as described in Section 537.600 through 537.650 RSMo is broadened or increased during the term of this agreement by legislative or judicial action, the City may require Contractor, upon 10 days written notice, to execute a contract addendum whereby the Contractor agrees to provide, at a price not exceeding Contractor's actual increased premium cost, additional liability insurance coverage as the City may require to protect the City from increased tort liability exposure as the result of such legislative or judicial action. Any such additional insurance coverage shall be evidenced by an appropriate certificate of insurance and shall take effect within the time set forth in the addendum.

4. Contractor's responsibility for subcontractors. The Contractor shall be as fully responsible to the City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons it directly employs. Contractor shall cause appropriate provisions to be inserted in all subcontracts relating to this work, to bind all subcontractors to Contractor by all the terms herein set forth, and insofar as applicable to the work of subcontractors and to give Contractor the same power regarding termination of any subcontract as the City may exercise over Contractor under any provisions of this contract. Nothing contained in this contract shall create any contractual relation between the subcontractor and the City or between any subcontractors.

5. General Independent Contractor Clause. This agreement does not create an employee/employer relationship between the parties. It is the parties' intention that the Contractor will be an independent contractor and not the City's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, Missouri Revenue and Taxation laws, Missouri Workers' Compensation and Unemployment Insurance laws. The Contractor will retain sole and absolute discretion in the judgment of the manner and means of carrying out the Contractor's activities and responsibilities hereunder. The Contractor agrees that it is a separate and independent enterprise from the public employer, that it has a full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This agreement shall not be construed as creating any joint employment relationship between the Contractor and the City, and the City will not be liable for any obligation incurred by the Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.

6. Liquidated Damages. Time of completion of work by the Contractor is of the essence. Should Contractor, or in the case of default, the surety, fail to substantially complete the work within the time specified in the contract, or within such extra time as may be allowed, Contractor (or surety) shall be liable to the City in the amount of $2,000.00 per day for each and every calendar day that the contract remains uncompleted after the time allowed for substantial completion, as liquidated damages, and not as a penalty, it being stipulated that actual damages to the City and the public arising from Contractor's failure to timely complete the work would be difficult, if not impossible, to ascertain. The amount assessed as liquidated damages may be withheld from any moneys otherwise due to Contractor from the City. The project is not considered complete until final acceptance by the City. After substantial completion, liquidated damages for failure to complete the remaining work shall be in the amount specified in the General Conditions, unless an amount is provided in the Job Special Provision, in which case, the Job Special Provision amount will apply.

7. Termination for Cause. The City reserves the right to terminate this contract by giving at least five (5) days prior written notice to the Contractor, without prejudice to any other rights or remedies of the City should the Contractor be adjudged a bankrupt, or if Contractor should make a general assignment for the benefit of its creditors, or if a receiver should be appointed for Contractor

or for any of its property, or if Contractor should persistently or repeatedly refuse or fail to supply enough properly skilled workmen or proper material, or if Contractor should refuse or fail to make prompt payment to any person supplying labor or materials for the work under the contract, or persistently disregard instructions of the City or fail to observe or perform any provisions of the contract.

8. City's Right to Proceed. In the event this contract is terminated pursuant to Paragraph 8, then the City may take over the work and prosecute the same to completion, by contract or otherwise, and Contractor and its sureties shall be liable to the City for any costs over the amount of this contract thereby occasioned by the City. In any such case, the City may take possession of, and utilize in completing the work, such materials, appliances and structures as may be on the work site and are necessary for completion of the work. The foregoing provisions are in addition to, and not in limitation of, the rights of the City under any other provisions of the contract, city ordinances, and state and federal laws.

9. Termination for Convenience of City. The City shall have the right at any time by written notice to Contractor to terminate and cancel this contract, without cause, for the convenience of the City, and Contractor shall immediately stop work. In such event City shall not be liable to Contractor except for payment for actual work performed prior to such notice in an amount proportionate to the completed contract price and for the actual costs of preparations made by Contractor for the performance of the cancelled portions of the contract, including a reasonable allowance of profit applicable to the actual work performed and such preparations. Anticipatory profits and consequential damages shall not be recoverable by Contractor.

10. Guards and Lights. The Contractor agrees that during the performance of said work, adequate barricades, guards and warning signs, lights or devices consistent with the requirements contained in the Manual on Uniform Traffic Control Devices shall be provided by Contractor during construction.

11. Liability and Indemnity.

a. In no event shall the City be liable to the Contractor for special, indirect, or consequential damages, except those caused by the City's gross negligence or willful or wanton misconduct arising out of or in any way connected with a breach of this contract. The maximum liability of the City shall be limited to the amount of money to be paid or received by the City under this contract.

b. The Contractor shall defend, indemnify and save harmless the City, its elected or appointed officials, agents and employees from and against any and all liability, suits, damages, costs (including attorney fees), losses, outlays and expenses from claims in any manner caused by, or allegedly caused by, or arising out of, or connected with, this contract, or the work or any subcontract thereunder (the Contractor hereby assuming full responsibility for relations with subcontractors), including, but not limited to, claims for personal injuries, death, property damage, or for damages from the award of this contract to Contractor, notwithstanding any possible negligence, whether sole or concurrent, on the part of the City, its officials, agents and employees.

c. The Contractor shall indemnify and hold the City harmless from all wages or overtime compensation due any employees in rendering services pursuant to this agreement or any subcontract, including payment of reasonable attorneys' fees and costs in the defense of any claim made under the Fair Labor Standards Act, the Missouri Prevailing Wage Law or any other federal or state law.

d. The indemnification obligations of Contractor hereunder shall not be limited by any limitations as to the amount or type of damages, compensation or benefits payable by or for the Contractor, under any federal or state law, to any person asserting the claim against City, its elected or appointed officials, agents and employees, for which indemnification is sought.

e. The indemnification obligations herein shall not negate, abridge or reduce in any way any additional indemnification rights of the City, its elected or appointed officials, agents and employees, which are otherwise available under statute, or in law or equity.

f. Contractor affirms that it has had the opportunity to recover the costs of the liability insurance required in this agreement in its contract price. Contractor's obligation under this agreement to defend, indemnify, and hold harmless any person from that person's own negligence or wrongdoing is limited to the coverage and limits of the applicable insurance required of the Contractor under this agreement.

g. The Contractor shall indemnify and hold the City harmless for any penalties, fines, fees or costs, including costs of defense, which are charged or assessed by any Federal, state or local agency including, but not limited to, Environmental Protection Agency or Department of Natural Resources.

12. Attorney Fees. In the event of any litigation arising from breach of this Agreement the City shall be entitled to recover from the Contractor all reasonable costs incurred for such litigation, including staff time, court costs, attorney fees, and all other related expenses incurred in such litigation.

13. Payment for Labor and Materials. The Contractor agrees and binds itself to pay for all labor done and for all the materials used in the construction of the work to be completed pursuant to this contract.

14. Payment. The City will pay the Contractor in accordance with the rate set forth in the contract documents on file in the Public Works Department and by this reference made a part hereof, which shall constitute full and complete compensation for the Contractor's work provided hereunder. It is expressly understood that in no event will the total compensation and reimbursement to be paid to the Contractor under the terms of this contract exceed the sum of **Ten Million, Eight Hundred Thirty-One Thousand, Six Hundred Eighty-Nine Dollars and No Cents ($10,831,689.00)** unless specifically and mutually agreed to in writing by both the City and the Contractor. No partial payment to the Contractor shall operate as approval of acceptance of work done or materials furnished hereunder. Such compensation will be paid in progress payments (less five (5) percent retainage), as established by the City, subject to receipt of a requisition for payment and a statement of work provided by the Contractor and agreement by both the City and the Contractor that the Contractor has fully performed the work to be paid for in such progress payments in conformance with the contract.

15. Contract Documents. The contract documents shall consist of the following:

- **a.** This Contract
- **b.** All Change Orders
- **c.** Bid Plans and Specifications
- **d.** City of Springfield Standard General Conditions and Technical Specifications for Public Works Construction (most recent edition as of this project's first date of advertisement)
- **e.** Special Conditions & Provisions
- **f.** Proposal
- **g.** Statement of Bidder's Qualifications
- **h.** Acknowledgment
- **i.** Performance Bond
- **h.** Payment and Material Bond
- **k.** Instructions to Bidders
- **l.** Non-collusion Affidavit
- **m.** Notice to Proceed

This contract, together with the other documents enumerated in this paragraph, forms the contract between the parties. These documents are as fully a part of the contract as if attached hereto or repeated herein.

16. Subsurface Conditions. Contractor agrees that information contained in the published reports and public actions of the Missouri Division of Geology and Land Survey shall be conclusive and binding upon the Contractor as to what subsurface conditions at the job site are reasonably anticipated or reasonably foreseeable.

17. Conflict of Interest. In accepting this contract, Contractor certifies that no member or officer of its firm or corporation is an officer or employee of the City of Springfield, Missouri, or any of its boards or agencies, and further that no officer or employee of the City has any financial interest, direct or indirect, in this contract. All applicable federal regulations and provisions of RSMo. Section 105.450 et seq. shall not be violated.

18. Assignment. The Contractor shall not assign any interest in this contract, and shall not transfer any interest in the same (whether by assignment or novation), without prior written consent of the City thereto, provided, however, that claims for money due or to become due to the Contractor from the City under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of such assignment or transfer shall be furnished in writing promptly to the City and the bond surety. Any such assignment is expressly subject to all rights and remedies of the City under this agreement, including the right to change or delete activities from the Contract or to terminate the same as provided herein, and no such assignment shall require the City to give any notice to any such assignee of any actions which the City may take under this agreement.

19. Nondiscrimination. The Contractor agrees in the performance of this Contract not to discriminate on the ground or because of race, color, religion, sex, sexual orientation, gender identity, national origin, age, status as a protected veteran or status as a qualified individual with a disability, or political opinion or affiliation, against any employee of Contractor or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder. The parties hereby incorporate the requirements of 41 C.F.R. §§ 60-1.4(a)(7), 29 C.F.R. Part 471, Appendix A to Subpart A, 41 C.F.R. § 60-300.5(a) and 41 C.F.R. § 60-741.5(a), if applicable.

a. This contractor and subcontractor shall abide by the requirements of 41 C.F.R. § 60-300.5(a). This regulation prohibits discriminations against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.

b. This contractor and subcontractor shall abide by the requirements of 41 C.F.R. § 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

20. Nonresident/Foreign Contractors. The Contractor shall procure and maintain during the life of this contract:

a. If the Contractor is a foreign corporation, a certificate of authority to transact business in the State of Missouri from the Secretary of State, unless exempt pursuant to the provisions of Section 351.570 RSMo.

b. A certificate from the Missouri Director of Revenue evidencing compliance with the transient employer financial assurance law, unless exempt pursuant to the provisions of Section 285.230 RSMo.

21. Notices. All notices required or permitted hereinunder and required to be in writing may be given by FAX or by first class mail addressed to City and Contractor at the addresses shown above. The date of delivery of any notice given by mail shall be the date falling on the second full day after the day of its mailing. The date of delivery of notice by FAX transmission shall be deemed to be the date transmission occurs, except where the transmission is not completed by 5:00 p.m. on a regular business day at the terminal of the receiving party, in which case the date of delivery shall be deemed to fall on the next regular business day for the receiving party.

22. Occupational License: The Contractor shall obtain and maintain an occupational license with the City of Springfield, Missouri, if required by city code and any required state or federal license. The cost for this occupational license shall be borne by the Contractor. No contract will be executed by the City until this occupational license has been obtained and that the Contractor is current on any City taxes is verified.

23. Safety Training. Pursuant to Missouri Revised Statute Section 292.675, Contractors and subcontractors who sign a contract to work on public works projects must provide a 10-hour OSHA construction safety program, or similar program approved by the Department of Labor and Industrial Relations, to be completed by their on-site employees, unless such employees hold documentation of prior completion of the program, within sixty (60) days of beginning work on the construction project. The Contractor shall provide an acceptable notarized affidavit stating that Contractor has verified the completion of a 10-hour construction safety program with respect to the employees working in connection with the contracted services. Contractors and subcontractors in violation of this provision will forfeit to the public body $2,500 plus $100 a day for each employee who is employed without training. Public bodies and contractors may withhold assess penalties from the payment due to those contractors and subcontractors. The penalties shall not begin to accrue until the time periods in the statute have elapsed (60 days after notice to proceed and 20 days to produce documentation for employee found in violation).

24. Affidavit for Contracts over $5,000.00. That pursuant to Missouri Revised Statute Sections 285.525 through 285.550, if this contract exceeds the amount of $5,000.00 and Contractor is associated with a business entity, Contractor shall provide an acceptable notarized affidavit stating that the associated business entity is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services, and that said business entity does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. Additionally, Contractor must provide documentation for said business entity evidencing current enrollment in a federal work authorization program.

25. Certificate of Compliance with 34.600 RSMo. (Anti-Discrimination Against Israel Act). That pursuant to Missouri Revised

Statute Sections 34.600 et., seq., A Contractor must provide a written certification of compliance with the Anti-Discrimination Against Israel Act, RSMo. 34.600 et.,seq. that the contractor is not currently engaged in, and shall not, for the duration of the contract, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel. This section shall not apply to contracts with a total potential value of less than one hundred thousand dollars or to contractors with fewer than ten employees.

26. Compliance with Laws. Contractor agrees to comply with all applicable federal, state and local laws or rules and regulations applicable to the provision of services and products hereunder. Contractor affirmatively states that payment of all local, state, and federal taxes and assessments owed by Contractor is current.

27. Entire Agreement. This agreement contains the entire agreement of the parties. No modification, amendment, or waiver of any of the provisions of this agreement shall be effective unless in writing specifically referring hereto, and signed by both parties.

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

(Remaining Page Intentionally Left Blank)

IN WITNESS WHEREOF, the parties hereto evidence their agreement to the terms of this Contract by their signatures below.

REVIEWED BY:

_____
Assistant Director of Public Works or Acting Assistant

RECOMMENDED BY:

_____
Director of Public Works or Acting Director

CERTIFICATE OF DIRECTOR OF FINANCE

I certify that the expenditure contemplated by this document is within the purpose of the appropriation to which it is to be charged and that there is an unencumbered balance of appropriated and available funds to pay therefor.

_____
Director of Finance or Acting Director

APPROVED AS TO FORM

_____
City Attorney or Assistant City Attorney

CONTRACTOR:

By: _____

Printed Name: _____

Title: _____

If Contractor is a Disadvantaged Business Enterprise (DBE), please indicate classification.
Minority Owned ☐ Women Owned ☐ Veteran Owned ☐

CITY OF SPRINGFIELD, MISSOURI

By: _____
City Manager or his/her designee

EXPLANATION TO COUNCIL BILL 2024-115 (HARDINGER)

FILED: 06/12/2024

ORIGINATING DEPARTMENT: City Manager

TITLE: A general ordinance amending the Springfield City Code, Chapter 2, 'Administration,' Sections 2-3, 2-331, 2-332, 2-360, 2-361, and 2-362, to combine the Department of Economic Vitality with the Department of Workforce Development and creating the Department of Economic Vitality and Workforce Development.

PURPOSE: To combine the Economic Vitality and Workforce Development departments for the City of Springfield by amending Sections 2-3, 2-331, 2-332, 2-360, 2-361, and 2-362 of the Springfield City Code, creating the Department of Economic Vitality and Workforce Development.

BACKGROUND INFORMATION: Established in 1996, the Workforce Development department supports the local economy, including the City of Springfield and the surrounding areas, through strategic, innovative, and intentional workforce development projects and initiatives. The department addresses the evolving needs of the workforce and economic trends in alignment with industry trends to build a skilled and adaptable workforce, enhancing employee engagement and productivity and fostering a culture of continuous learning to facilitate a resilient workforce that contributes to the overall prosperity of Springfield and the surrounding region. These initiatives encompass a range of programs from skills training and job placement services to career counseling and support for underrepresented populations. The department plays a pivotal role in creating strategic partnerships with businesses, educational institutions, and community organizations to implement comprehensive workforce development programs.

In 2021, the Economic Vitality department was established as the primary department for professional, technical, and management responsibilities, activities, and initiatives related to economic development. This department's primary objectives are to encourage reinvestment and quality economic growth, coordinate significant development projects that impact the community's tax base, retain and facilitate expansion of existing businesses, promote entrepreneurship, and attract new businesses by fostering a positive business environment. Creating and retaining quality jobs to increase the local tax base and the overall quality of life for the citizens of Springfield is a major emphasis.

The Economic Vitality and Workforce Development departments have a uniquely integrated relationship, working closely to achieve the common goal of improving the job market in the City of Springfield and the surrounding areas, and have conducted an in-depth examination of the benefits and strategic advantages associated with combining the two departments. The full integration of the two departments will create a

cohesive and synergistic approach to address the intertwined challenges of fostering sustainable economic growth and supporting a skilled, educated, and diverse workforce to align closely with City Council priorities and goals outlined in Forward SGF, the City's Comprehensive Plan. The combined effort will strengthen existing business relations and attract new investments and talent to Springfield, while also providing a cost savings for the City by allowing for shared administrative expenses.

Additionally, the proposed changes fall within the current grant budgets allowing for this plan to be executed at no cost to the general fund budget. The newly merged Economic Vitality and Workforce Development department proposes to operate with three divisions: Community & Economic Development, Grant Management, and Workforce Development. While some individual job titles and/or descriptions may change following a comprehensive job study to be performed in the first two quarters of Fiscal Year 2024-2025, all current employees will be retained.

REMARKS: It is respectfully requested that Council give consideration and approval to these changes.

Submitted By: Jason Gage, City Manager

Authorized for inclusion on the agenda pursuant to City Code section 2-33:

Attachments: 1. EV and WFD Merger_ Ord (2)

One-rdg. _____
P. Hrngs. _____
Pgs. 9
Filed: 06-04-24

Sponsored by: Hardinger

First Reading: _____ Second Reading: _____

COUNCIL BILL 2024-115 GENERAL ORDINANCE_____

AN ORDINANCE

AMENDING the Springfield City Code, Chapter 2, 'Administration,' Sections 2-3, 2-331, 2-332, 2-360, 2-361, and 2-362, to combine the Department of Economic Vitality with the Department of Workforce Development and creating the Department of Economic Vitality and Workforce Development.

WHEREAS, the Department of Workforce Development was established in 1996 to address the evolving needs of the regional workforce and provide educational, training, and employment opportunities for underrepresented populations; and

WHEREAS, the Department of Workforce Development plays a pivotal role in creating strategic partnerships with businesses, educational institutions, and community organizations; and

WHEREAS, the Department of Economic Vitality was established in 2021 to serve as the primary department for professional, technical, and management responsibilities, activities, and initiatives related to economic development; and

WHEREAS, the Department of Economic Vitality encourages reinvestment and quality economic growth, coordinates significant redevelopment projects impacting the community's tax base, retains and facilitates the expansion of existing businesses, promotes entrepreneurship, and attracts new businesses by fostering a positive business environment; and

WHEREAS, the two departments are uniquely intertwined, with a common goal of improving the job market in the City of Springfield and the surrounding areas; and

WHEREAS, the two departments have examined the benefits and strategic advantages associated with combining the two departments; and

WHEREAS, the full integration of the two departments will create a cohesive and synergistic approach to address the intertwined challenges of fostering sustainable economic growth and supporting a skilled, educated, and diverse workforce to align

closely with the priorities and goals outlined in the City's Comprehensive Plan, Forward SGF; and

WHEREAS, the combination of departments will strengthen existing business relations and attract new investments and talent to the City of Springfield, while also providing a cost savings for the City by allowing for shared administrative expenses; and

WHEREAS, the proposed changes fall within the current grant budgets, allowing for the combination of departments to be executed at no cost to the general fund budget and with the retention of all current employees; and

WHEREAS, City Council now desires to adopt the proposed changes to Sections 2-3, 2-331, 2-332, 2-360, 2-361, and 2-362 contained in this Ordinance, merging the two departments and creating the Department of Economic Vitality and Workforce Development.

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

Section 1 – Chapter 2 of the Springfield City Code, 'Administration,' Article I, 'In General,' Section 2-3, 'Persons authorized to enter agreements on behalf of city,' is hereby amended to read as follows:

(Note: Language to be added is underlined, and language being removed is ~~stricken~~.)

Sec. 2-3. Persons authorized to enter agreements on behalf of city.

(a) The city manager is hereby authorized to execute, on behalf of the city, all agreements which shall be entered into by the city from time to time when this Code or other ordinances or the Charter do not expressly provide that other officers or persons are authorized to enter into such agreements on behalf of the city; except that this section shall have no effect upon the authority of the purchasing agent of the city. The term "city manager" as used in any section authorizing the city manager to execute an agreement on behalf of the city shall be deemed to also include and confer authority upon the deputy city manager and the assistant city manager to execute such agreement on behalf of the city.

(b) Any agreement entered into by any administrative board of the city on behalf of the city shall be executed by the chairperson of such board, and he is hereby authorized to execute such agreements unless the Charter, this Code, ordinances or resolutions of the city shall expressly provide otherwise or unless any such administrative board shall by rule, regulation or resolution expressly provide otherwise.

(c) This section shall not affect, nor shall it be deemed to affect in any way, any agreements which may be entered into by the board of public utilities of the city.

(d) The director of the department of economic vitality and workforce development is hereby authorized to enter into contracts not to exceed $10,000.00 with training institutions, schools and employers for the purpose of training, educating and assisting program participants in getting and keeping jobs; however, there shall be prior city council approval of such projects in the city budget.

(e) The city manager is hereby authorized to enter into contracts on behalf of the city in an amount not to exceed $20,000.00 in value, provided the city council has appropriated funds for such contracts.

(f) The city manager or any city official or employee the city manager shall designate is hereby authorized to make application for and to accept on behalf of the city any property of a total value of $20,000.00 or less, which property is subject to the civil forfeiture provisions of applicable federal law.

(g) The city manager is authorized to execute on behalf of the city all agreements involving the renewal of a program previously approved by the city council, provided funds for the program are appropriated by the city council for the program.

(h) The city manager is authorized to execute on behalf of the city lease-purchase financing agreements, provided funds are appropriated by the city council for the lease-purchase program.

(i) The city manager, or his designee, is authorized to execute on behalf of the city agreements or memoranda of understanding with state or federal agencies, or state or federally funded organizations, for payment or reimbursement of employee compensation of city employees, expenses, equipment costs and other expenses incurred by the city in connection with joint investigations with or law enforcement assistance or services provided to such organizations by members of the city police department. Such agreements shall not require any city monetary matching obligation as a condition of the reimbursement, nor shall any such agreement exceed the amount of $40,000.00 without specific approval by the city council. The city manager shall provide the council with a report on any such agreements in a timely manner.

(j) The director of the Springfield-Greene County Health Department is hereby authorized to enter into contracts on behalf of the city with physicians to provide medical care services to indigent patients, in accordance with RSMo 105.711.

(k) The director of the planning and development department is hereby authorized to enter into contracts on behalf of the city with the person selected by the city council to receive community block grant development grant agreement funds from the city in the amount authorized by the city council.

(l) The director of the human resources department is hereby authorized to enter into contracts on behalf of the city with persons for employment purposes, provided city council has appropriated sufficient funds for the activity contemplated in the contract and another department head in which the person is employed has recommended such employment.

(m) The head of a city department is hereby authorized to enter into contracts on behalf of the city for services in an amount not to exceed $5,000.00 in value, provided the city council has appropriated funds for such services.

(n) The director of public works and the director of environmental services are hereby authorized on behalf of their respective departments to enter into emergency field

directives to executed contracts for public improvement projects on behalf of the city in an amount not to exceed 20 percent of the contract value or $20,000.00 per emergency field directive, whichever is less, provided that city council has previously approved and appropriated funds for such project. An emergency field directive shall be defined as a directive required due to the parties encountering a condition that was not reasonably foreseeable at the time of execution of the contract and that requires immediate action to remediate the unforeseen condition.

(o) The chief of police is authorized to enter into contracts for the lease of real property for police operations in an amount not to exceed $70,000.00 in value, provided city council has appropriated funds for such contracts.

Section 2 – Chapter 2 of the Springfield City Code, 'Administration,' Article V, 'Departments,' Division 3, 'Workforce Development,' Sections 2-331, 'Established; appointment and qualifications of director,' and 2-332, 'Powers and duties of director,' are hereby amended to read as follows:

(Note: Language to be added is underlined, and language being removed is ~~stricken~~.)

DIVISION 3. – ~~WORKFORCE DEVELOPMENT~~ Reserved.

~~**Sec. 2-331. Established; appointment and qualifications of director.**~~

~~There shall be a department of workforce development, whose director shall be known as the director of workforce development. The city manager shall appoint the director of the department of workforce development, who shall be selected on the basis of training, qualification, fitness and experience in job training and employment opportunities for economically disadvantaged, unemployed and underemployed persons.~~

~~(Code 1981, § 2-70; G.O. No. 4579, § 1, 1-8-1996)~~

~~**Sec. 2-332. Powers and duties of director.**~~

~~The director of workforce development shall have authority and be required to:~~

~~(1) Provide job training and employment opportunities for economically disadvantaged, unemployed and underemployed persons.~~

~~(2) Provide job training, educational programs and other services which lead to maximum employment opportunities and enhance self-sufficiency for the economically disadvantaged, unemployed and underemployed persons.~~

~~(3) Provide workforce development programs that are supportive of departmental activities.~~

~~(4) Perform such other duties as may be required by other ordinances of the city, by law, or by the city manager.~~

~~(Code 1981, § 2-71; G.O. No. 4579, § 1, 1-8-1996)~~

Secs. 2-33~~3~~ 1—2-350. Reserved.

Section 3 – Chapter 2 of the Springfield City Code, 'Administration,' Article V, 'Departments,' Division 6, 'Department of Economic Vitality,' Sections 2-360, 'Director—Appointment and qualifications,' 2-361, 'Powers and duties of director,' and 2-362, 'Transfer and duties of personnel,' are hereby amended to read as follows:

(Note: Language to be added is underlined, and language being removed is ~~stricken~~

DIVISION 6. – DEPARTMENT OF ECONOMIC VITALITY AND WORKFORCE DEVELOPMENT

Sec. 2-360. Director—Appointment and qualifications.

There shall be a department of economic vitality and workforce development whose director shall be known as the director of economic vitality and workforce development. The city manager shall appoint the director of economic vitality and workforce development who shall be selected upon the basis of training, qualifications, abilities, and experience in the areas of economic and community development, job training, and employment opportunities for economically disadvantaged, unemployed, and underemployed persons.

(G.O. No. 6664, § 1, 6-28-2021)

Sec. 2-361. Powers and duties of director.

The director of economic vitality and workforce development shall have authority and be required to:

(1) Plan, organize, and lead the city's economic and community development activities.
(2) Serve as principal advisor and liaison to city council, city boards and commissions, and city staff and officials regarding economic and community development issues.
(3) Direct initiatives and activities to facilitate local business attraction, expansion, and retention, including incentive awareness, conducting business evaluations/surveys, and providing general economic development assistance.
(4) Negotiate complex development agreements and prepare incentive packages for priority developments.
(5) Initiate and assist in the application for federal or state grants and loans for economic development projects in the city and perform follow-up to assure compliance with regulations.
(6) Serve as the primary liaison for the city with the state legislature and federal congressional delegation on economic development legislation issues.

(7) Coordinate the review of significant development plans, zoning actions and subdivision proposals for consistency with the city's economic and community development policies.

(8) Provide job training, employment opportunities, educational programs, and other services which lead to maximum employment opportunities and enhance self-sufficiency for the economically disadvantaged, unemployed, and underemployed persons.

(9) Provide workforce development programs that are supportive of departmental activities.

(~~8~~10) Perform such other duties as may be required by other ordinances of the city, by law, or by the city manager.

(G.O. No. 6664, § 1, 6-28-2021)

Sec. 2-362. Transfer and duties of personnel.

The director of economic vitality and workforce development shall oversee the performance of the duties previously performed by the economic development division of the department of planning and development. These duties, and the employee positions within the former economic development division of the department of planning and development, as well as the former department of workforce development, are hereby assigned and transferred to the department of economic vitality and workforce development and such divisions, if any, of said department as the director and city manager may agree upon. Positions within both the economic development division of the department of planning and development and the former department of workforce development shall be transferred to the department of economic vitality and workforce development pursuant to Merit Rule 10.2.

The department of economic vitality and workforce development shall be created effective July 14, 2021~~4~~.

(G.O. No. 6664, § 1, 6-28-2021)

Section 4 – Savings Clause. Nothing in this Ordinance shall be construed to affect any suit or proceeding now pending in any court, or any rights acquired, or liability incurred, nor any cause or causes of action accrued or existing, under any act or ordinance repealed hereby, nor shall any right or remedy of any character be lost, impaired, or affected by this Ordinance.

Section 5 – Severability Clause. If any section, subsection, sentence, clause, or phrase of this Ordinance is for any reason held to be invalid, such decision shall not affect the validity of the remaining portions of this Ordinance. City Council hereby declares that it would have adopted the Ordinance and each section, subsection, sentence, clause, or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared invalid.

Section 6 – This Ordinance shall be in full force and effect from and after July 14, 2024.

Passed at meeting: _____

_____
Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: _____, City Attorney

Approved for Council action: _____, City Manager

EXPLANATION TO COUNCIL BILL 2024-108 (LEE)

FILED: 06/12/2024

ORIGINATING DEPARTMENT: Human Resources

TITLE: A special ordinance approving a collective bargaining agreement by and between the City of Springfield, Missouri, and the International Association of Fire Fighters, Southern Missouri Professional Fire Fighters Local 152, the Exclusive Representative of a certain bargaining unit within the Fire Department; authorizing the City Manager, or designee, to execute said agreement by and on behalf of the City of Springfield, Missouri, and providing additional authority.

PURPOSE: To approve a Collective Bargaining Agreement between the City and the International Association of Fire Fighters, Southern Missouri Professional Fire Fighters Local 152, the Exclusive Representative of a certain Bargaining Unit within the Springfield Fire Department delineating results of collective bargaining negotiations with the International Association of Fire Fighters, Southern Missouri Professional Fire Fighters Local 152 and authorizing the City Manager, or designee, on behalf of the City, to execute and deliver the Collective Bargaining Agreement to the Exclusive Representative.

BACKGROUND INFORMATION: In light of the Missouri Supreme Court's rulings, the City, without affecting or superseding the authority of the Missouri State Board of Mediation, established a framework for certain regular employees of the City to engage in collective bargaining. Pursuant to City Code section 2-94, the City entered into collective bargaining with the International Association of Fire Fighters, Southern Missouri Professional Fire Fighters Local 152 ("IAFF"), the representative of a bargaining unit within the Springfield Fire Department. The agreement attached to the Ordinance as "Exhibit 1" reflects all agreements reached voluntarily through the collective bargaining process. The new contract includes pay improvements as set forth in the agreement. The agreement is to be effective July 1, 2024, and is valid through June 30, 2027.

REMARKS: The recommendations and explanations contained herein are consistent with Council's policies.

It is respectfully requested that City Council approve the Collective Bargaining Agreement with an effective date of July 1, 2024.

Submitted By: Darla Morrison, Director of Human Resources

Authorized for inclusion on the agenda pursuant to City Code section 2-33:

Attachments:
1. IAFF CBA 2024_Ord
2. Ex. 1 IAFF CBA_2024 Final Agreed To

One-rdg. _____
P. Hrngs. _____
Pgs. 87
Filed: 06-04-24

Sponsored by: Lee

First Reading: _____ Second Reading: _____

COUNCIL BILL 2024-108 SPECIAL ORDINANCE _____

AN ORDINANCE

APPROVING a collective bargaining agreement by and between the City of Springfield, Missouri, and the International Association of Fire Fighters, Southern Missouri Professional Fire Fighters Local 152, the Exclusive Representative of a certain bargaining unit within the Fire Department; authorizing the City Manager, or designee, to execute said agreement by and on behalf of the City of Springfield, Missouri, and providing additional authority.

WHEREAS, the City of Springfield, Missouri, (the "City") has an established framework for certain City employees to engage in collective bargaining, and this established framework is set forth in Springfield City Code Section 2-94; and

WHEREAS, pursuant to Special Ordinance 26344, the City recognized and continues to recognize the International Association of Fire Fighters, Southern Missouri Professional Fire Fighters Local 152 Association ("IAFF") as the exclusive collective bargaining representative of a certain bargaining unit within the Springfield Fire Department; and

WHEREAS, the City established a team (the "City's team") for the purposes of collectively bargaining as the exclusive agent for the City for collective bargaining; and

WHEREAS, the City and IAFF are parties to a certain collective bargaining agreement effective July 1, 2021, which expires June 30, 2024, and which requires the City and IAFF to meet in good faith to attempt to negotiate a new agreement; and

WHEREAS, the City's team met with IAFF and conferred and discussed wages, benefits, and other terms and conditions of employment in order to reach a tentatively agreed upon and mutually satisfactory successor collective bargaining agreement, which is contingent upon ratification by the bargaining unit and approval by City Council; and

WHEREAS, the bargaining unit ratified the proposed collective bargaining agreement on or about May 24, 2024 and the proposed successor collective bargaining agreement is now submitted to City Council for consideration and approval.

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

Section 1 – The Agreement with the International Association of Fire Fighters, Southern Missouri Professional Fire Fighters Local 152, a true and accurate copy of said Agreement being attached hereto and incorporated as “Exhibit 1,” by and the same is hereby approved.

Section 2 – The City Manager, or designee, of the City of Springfield, Missouri, is hereby authorized and directed to execute said Agreement by and on behalf of the City.

Section 3 – The City Manager, or designee, is hereby authorized to take such action and execute such other documents as may be necessary or desirable to carry out and comply with the intent of this Ordinance, including documents to clarify the interpretation of said Agreement, provided that any such documents are approved as to form by the City Attorney.

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

Passed at meeting: _____

_____
Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: _____, Assistant City Attorney

Approved for Council action: _____, City Manager

Exhibit 1

COLLECTIVE BARGAINING AGREEMENT

BETWEEN:

THE CITY OF SPRINGFIELD, MISSOURI

AND

SOUTHERN MISSOURI PROFESSIONAL FIRE FIGHTERS LOCAL 152

THE BARGAINING UNIT OF THE SPRINGFIELD FIRE DEPARTMENT

EFFECTIVE DATE: JULY 1, 2024

DRAFT

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PREAMBLE

This Collective Bargaining Agreement (CBA) is made to set forth the results of discussions between the City of Springfield, Missouri, hereinafter referred to as "the City", and the Bargaining Unit of the Springfield Fire Department of the Southern Missouri Professional Fire Firefighters Local 152, hereinafter referred to as "the Union."

It is the purpose of this Agreement to achieve and maintain harmonious relations between the City and the Union; to provide for equitable and peaceful adjustment of differences if and when they may arise; and to establish standards of wages, benefits, hours, and other conditions of employment.

ARTICLE 1 – LABOR AND MANAGEMENT RELATIONS

SECTION 1.01 – JOINT LABOR-MANAGEMENT COMMITTEE
Also known as the DEPARTMENT RELATIONS COMMITTEE

There shall be a Department Relations Committee (DRC) consisting of a combination of the following members or their designee: the Fire Chief, Chief Officers, Union President, Union Executive Vice-President, Union Secretary-Treasurer and Shop Stewards. The DRC shall:

1. Meet upon mutually agreeable dates with a recognized goal of meeting at least every other month to discuss all matters of mutual concern, including but not limited to all budgetary items, long range planning, policy changes or new policies, all matters of health and safety, training objectives, public relations, working conditions, and processes that lead to the filling of vacancies such as hiring and promotions. An agenda for DRC meetings shall be agreed upon in advance whenever possible and presented to each party within two (2) calendar days prior to the agreed upon meeting date;

2. Review and analyze reports of work-related accidents, deaths, illnesses (with the written consent of the employee), and injuries (with the written consent of the employee). Make immediate and detailed investigations of each accident, death, or injury to determine fundamental cause in accordance with PPM 4.P50. Make written recommendations to modify and add rules and procedures to further promote the avoidance of such incidents in the future;

3. The goal of DRC is to promote open communication and discussion, but in no way shall it impede management rights. Agreements may be reached which shall neither violate nor amend this CBA, the Merit Rules, or City Charter, and which do not impinge on authority vested in others; however, agreement on the resolution of DRC items shall not be required.

SECTION 1.02 – MANAGEMENT RIGHTS

The Union and the City agree that the goal of any fire protection service or emergency operation requires clear management authority and freedom to make rapid decisions and to operate in an efficient manner. It is further understood and agreed that this Agreement constitutes the whole agreement of the parties concerning wages, hours and working conditions and that all decisions or matters not expressly provided for in this Agreement are reserved exclusively to the City. The Union recognizes the Merit Rules and Administrative Memorandums issued by the City Manager, the "Salary Ordinance," and the City Charter of the City of Springfield in effect at the date and time this CBA is ratified (and as may be modified from time to time), with the exclusion of provisions expressly identified within this CBA. The Union further recognizes the Operating Guidelines, Policies, Procedures, and Emergency Medical Protocols of the Springfield Fire Department in effect at the date and time this CBA is ratified (and as may be modified from time to time), with the exclusion of provisions expressly identified within this CBA.

If the City makes changes to the Merit Rules, Salary Ordinance, Charter, and policies that impact the wages, hours, and working conditions of the bargaining unit, these changes shall be subject to impact bargaining as defined in Section 1.12 (Impact Bargaining) of this CBA.

The Union recognizes that all management functions not specifically limited by this Agreement are vested exclusively in the City. Such functions include, but are not limited to: apparatus deployment; fire station planning; relocation, and operational status; the direction of the working force; the utilization of employees on any work assignment; the right to hire, reprimand, discipline, transfer, promote, demote, layoff, and discharge employees; to determine the number or complement of employees required at any work location, or on any job; to set work schedules or change schedules already set; to control overtime and the necessity of an employee working overtime; to make and implement reasonable rules and regulations; and do all other management and operation of the City.

Any of the management's rights, powers, functions, or authority which the City had prior to the signing of this Agreement with the Union are retained by the City, except as to those rights, powers, functions, or authority which are specifically and expressly abridged or modified by this Agreement.

SECTION 1.03 – CLASSIFICATION OF BARGAINING REPRESENTATIVE

Pursuant to and in accordance with the provisions of Section 105.500 to and including Section 105.530 of Missouri Revised Statutes, 1978, as amended, and, limited to those requirements contained therein, the City hereby recognizes the Union as the exclusive bargaining representative in the unit as follows:

Bargaining Unit: For an appropriate unit consisting of non-probationary full-time employees (Firefighters, Equipment Operators, Rescue and Salvage Specialists, Fire Lieutenants, Fire Captains, Training Captains, Fire Marshals, and Fire and Life Safety Specialist) of the Springfield, Missouri Fire Department, but specifically excluding Administrative Support Staff, Heavy Equipment Technician, Maintenance Equipment Crew Leader, Fire Protection Review Specialist, Fire Inspector, Battalion Fire Chiefs, Division Fire Chiefs, Assistant Fire Chiefs, and the Fire Chief.

The Union reserves the right to petition for other positions or future positions to be included within the bargaining unit in the event the Union feels a community of interest exists. The Union shall first seek voluntary recognition from the City pursuant to any applicable City ordinance in effect. If recognition is not granted, the Union may petition the State Board of Mediation for unit clarification.

SECTION 1.04 – PAYROLL DEDUCTION OF UNION DUES AND OTHER ASSESSMENTS

Dues

The City shall deduct from the wages of each employee's first monthly paycheck who has authorized such deduction in writing, the Union dues, in a specific dollar amount, for that month in an amount certified in writing by the Union and the employee as the specific dollar amount of dues in effect. All amounts deducted for the monthly dues, initiation fees and assessments shall be mailed to the Union's address within thirty (30) calendar days after the issuance of the first paycheck of the month from which it was deducted, or within three (3) calendar days if the Union allows an ACH deposit.

Except for initial written certification of the amount of the monthly dues and the amount of the initiation fee, the Union shall provide written certification of any change in the amount of the monthly dues and/or the amount of the initiation fee prior to the effective date(s) of same. The Union shall also provide written certification of any assessment prior to the effective date(s) of same.

Insurance

In addition to the foregoing deduction, the City shall deduct on the first paycheck of the month such other amounts which the Union certifies to the City in writing as insurance premiums made by the Union against its members. These insurance premiums, if the employee elects to purchase coverage, shall be for life, cancer, dental, and/or vision insurance. Other elective insurance products offered by the Union may be added with the agreement of the parties. The Director of Human Resources shall have the authority to reach agreement on behalf of the City. Insurance products offered by the Union of a similar insurance type being offered by the City shall be the only insurance products the employee can elect to purchase. If the Union does not offer a similar insurance type, then the City's insurance product shall be available to purchase by an employee. All amounts deducted for insurance premiums shall be ACH deposited within seven (7) calendar days of the Union's provided bank account after the issuance of the first paycheck of the month from which it was deducted.

Except for initial written certification of the amount of the monthly insurance premiums, the Union shall provide written certification of any change in the amount of the insurance premiums at least thirty (30) calendar days prior to the effective date(s) of same. For each employee who elects union-provided insurance, the Union will supply the City with one deduction amount for all pre-tax premiums and one deduction amount for all post-tax premiums for each employee. The City will not deduct separate amounts for each union benefit. The Union shall recognize employees enrolled in the City's cafeteria plan and will not ask for changes to an enrolled employee's premium without a qualifying event, except during open enrollment. For union-provided insurance, open enrollment is to take place concurrently with the City's open enrollment period with the coverage and premiums to be effective the following January.

PAC

In addition to the foregoing deduction, the City shall deduct biweekly a PAC fund contribution. This shall be consistent with the form in Appendix A, which was the result of a prior legal settlement between the Union and the City.

Roster

The Union shall provide the City at all times with an up-to-date list of its members with deductions. At the Union's request, the City will provide the Union with certain employee/retiree data so that the Union may properly facilitate its administration of Union benefits for active and retired members. The data the City will provide for each category is as follows:

- Data for Active Employees will include full name, last known address on file, and City service date. Data will be provided to the Union annually in a report generated each January capturing the preceding year's data.
- Data for Terminated Employees will include full name, employee number, position, organization, employee category, termination date, adjusted service date, and final process date. Data will be provided to the Union in a bi-weekly report generated by the City's Human Resources Department.
- Data for Springfield Police Officers' and Fire Fighters' Retirement System Retirees will include name, last known address on file, and the date of retiree's first day of retirement. Data will be provided to the Union annually in a report generated each January capturing the preceding year's data.
- Data for Missouri LAGERS Retirees is not available through the City; thus, no report will be generated.

Indemnification

The Union shall warrant and defend, indemnify and hold the City harmless from and against any and all claims, demands, suits, damages or other forms of liability, including expenses, court costs and attorney's fees, that may arise out of or by reason of any actions taken or not taken by the City in reliance upon certification provided by the Union to the City, and actions taken by the City, pursuant to the provisions of this section or in reliance upon any other information provided by the Union to the City, including signature cards and lists of members, which are provided for the purpose of complying with any of the provisions of this section.

SECTION 1.05 – UNION BUSINESS, MEETINGS, AND BULLETIN BOARDS

A Springfield Fire Department employee elected to the position of the Union President or Executive Vice President shall be granted time off work, up to eight (8) hours per month, during their regularly scheduled work hours, which shall be paid and shall not count against the employee's leave time balances to attend Union meetings for the Springfield shops, Executive Board meetings for the Springfield shop, DRC meetings with the Springfield Fire Department, scheduled meetings between the Union and City of Springfield Management and/or Fire Administration, and to meet with a firefighter and/or immediate family members of a Springfield Firefighter during the first twenty-four (24) hours of a serious on-duty injury or line of duty death. Any time in excess of eight (8) hours will require the advance written approval of the Fire Chief.

A Springfield Fire Department employee elected to the position of the Union Secretary-Treasurer shall be granted time off work, up to eight (8) hours per month, during their regularly scheduled work hours, which shall be paid and shall not count against the employee's leave time balances to attend Union meetings for the Springfield shop, Executive Board meetings for the Springfield shop, DRC meetings with the Springfield Fire Department, and scheduled meetings between the Union and City of Springfield Management and/or Fire Administration. Any time in excess of eight (8) hours will require the advance written approval of the Fire Chief.

A Springfield Fire Department employee elected to the position of the Union Executive Vice President shall be granted time off work, up to eight (8) hours per month, during their regularly scheduled work hours, which shall be paid and shall not count against the employee's leave time balances to attend Union meetings for the Springfield shop, Executive Board meetings for the Springfield shop, DRC meetings with the Springfield Fire Department, and scheduled meetings between the Union and City of Springfield Management and/or Fire Administration. Any time in excess of eight (8) hours will require the advance written approval of the Fire Chief.

Springfield Fire Department employees elected or appointed to the positions of Vice President and member of the CBA negotiating team shall be allowed time off work, up to eight (8) hours per month, during their regularly scheduled work hours, which shall be paid and shall not count against the employees' leave time balances for all meetings which are mutually set by the City of Springfield and the Union, and for attending scheduled Union-Management committee meetings, referenced in Section 1.01 (Joint Labor-Management Committee, a/k/a DRC) of this Agreement, for which they are members.

Springfield Fire Department employees elected or appointed to the positions of District Vice President shall be allowed time off work, up to eight (8) hours per month, during their regularly scheduled work hours, which shall be paid and shall not count against the employees' leave time balances for attending Local 152 Executive Board Meetings.

Whenever possible, said employees shall notify their assigned supervisor of the need to be absent from duty at least twenty-four (24) hours prior to its occurrence. Exceptions of less than twenty-four (24) hours' notice must be approved by the Fire Chief or his/her designee.

Once per year (or under special circumstances under the approval of the Fire Chief), the Union shall be permitted to place ballot boxes in an agreed upon location in the various work sites and Fire Stations for the purpose of conducting Union elections. The Union shall be permitted to hold emergency Union meetings in the Fire Stations with prior written approval of the Fire Chief. Except for these emergency meetings and the provisions for Union officers listed above, no employee can attend a Union meeting or activity while on duty.

All Union officers shall be permitted to engage in reasonable Union-related telephone conversations and answer and send emails on their personal devices while on duty, as long as those actions do not interfere with or distract from the normal daily operation of the Fire Department.

The City shall furnish a bulletin board and provide space for it in designated locations in each work area for the exclusive use of the Union. The Union shall limit the posting of notices, bulletins, posters, information and/or other printed matter to said bulletin boards. With the exception of fire stations used as polling places (where signage will be permitted on Election Day as permitted by law) no political campaign material is permitted at the Fire Stations, including on the bulletin boards.

SECTION 1.06 – DISCRIMINATION

Neither the Union nor the City shall discriminate against, intimidate, or coerce, compel, or attempt to compel, any employee to join or refrain from joining the Union. There shall be no discrimination, interference, restraint, or coercion by the Union, or the City of Springfield or Fire Department Management against any employee for his or her activity or inactivity, on behalf of or membership in the Union. Anyone eligible for membership in the Union shall not be refused membership.

SECTION 1.07 – UNION REPRESENTATION

Interview Rights

During an investigatory interview or any other meeting where a member employee of the bargaining unit feels disciplinary action against said employee could result, the employee shall have the right to exercise Interview Rights as follows:

1. The employee must make a clear request for Union representation before or during the interview. The employee cannot be punished for making this request.
2. After the employee makes the request, the City or its representative must choose from among three options:
   - Grant the request and delay questioning until the Union representative arrives and (prior to the interview continuing) the representative has a chance to consult privately with the employee;
   - Deny the request and end the interview immediately; or
   - Give the employee a clear choice between having the interview without representation or ending the interview.
3. If the City or its representative denies the request for Union representation, and continues to ask questions, the employee has a right to refuse to answer. The employer may not discipline the employee for such a refusal.
4. Any Union Representative present for an investigatory interview conducted pursuant to City of Springfield Administrative Memorandum #45, Policy Statement Against Workplace Harassment or conducted due to a confidential complaint being made against the employee shall keep the contents of the investigatory interview confidential. Information learned from investigatory meetings shall only be discussed between the individuals directly responsible for the representation of the investigated member and the individual being investigated.

Garrity Warning

For the purpose of questioning a bargaining unit member employee to obtain information, which will assist in the determination of whether disciplinary action is warranted, and where the employee's direct or indirect actions or failure to act could lead to criminal proceedings, an employee may make a written request for a Garrity Warning. The employee, once given a Garrity Warning, shall answer the questions directed towards them in the matter. The City shall have the right to discipline the employee for refusing to answer the questions.

During the course of the questioning or meeting, even if the employee discloses information which indicates that he or she may be guilty of criminal conduct in the matter, unless the information was disclosed in a public forum or is otherwise required to be disclosed by process of law or court

order, neither the self-incriminating statements nor the fruits thereof, shall be used against the employee in any criminal proceeding.

Loudermill Rights

In addition to Merit Rule 12 "SEPARATION AND DISCIPLINARY ACTIONS," before the decision is made by the City to terminate, demote, suspend, or reduce pay for disciplinary reasons to a non-probationary employee, the City shall offer due process to the employee. The City shall inform the bargaining unit employee in writing of the charges and evidence against said employee, and allow the employee to answer the charges, as provided for in the Merit Rules, in a pre-disciplinary hearing. The employee shall have the right to Union representation, as an observer, during the meeting, or may choose an individual of his or her choice to attend the hearing, as an observer. If the employee is to have legal representation (who will only be permitted to act as an observer) during any meeting with the City, the employee shall inform the City of this decision at least twenty-four (24) hours before the meeting.

At the conclusion of the interview, the union representative may be allowed to engage in discussion, but in no way shall the union representative interfere with management's right to engage the employee in asking questions regarding the charges or with the employee's obligation to answer the question regarding the charges. The purpose of the hearing is to allow the employee to respond to the charges against him or her.

SECTION 1.08 – DISPLAY OF UNION INSIGNIA

The IAFF Maltese Cross insignia will be displayed in good taste and shall not distract from the appearance that is expected of professional Fire Fighters. It is understood that only active members of the IAFF will be permitted to place said logos on their uniform.

The IAFF Maltese Cross insignia may only be worn or displayed as follows:

1. Class A, B and C Uniform Shirts: Small red and gold IAFF Maltese Cross purchased from the Union may be worn approximately one inch above the name tag, if the Union employee chooses to do so;
2. Firefighting Helmet: Small (approximately 2" x 2") deal to be placed on back of the helmet, if the Union employee chooses to do so;
3. Fire Apparatus and Vehicles: No more than two (2) IAFF decals (approximately 3" x 3") placed on windows, one (1) on either side of the engines, trucks, rescues, and staff vehicles that have a Union member assigned to that vehicle. Chief Officer and staff vehicles assigned to non-Union members are exempt;
4. Picture Boards: The insignia (approximately 3" x 3") shall appear on each picture board; and
5. Plaques and Certificates: Shall be displayed tastefully in fire stations at the Fire Chief's discretion.
6. Special Recognition: Approved shirts worn during October and November, or during another designated period, each year for physical and mental health and approved fundraising support shall display the Union insignia and can be worn by Union and non-Union members.
7. A sign bearing the IAFF logo shall be allowed to be hung in the apparatus bay of Fire Station 10. This sign will be limited to this location and is 8' x 8'. The sign must be removable.
8. A sign bearing the IAFF logo shall be allowed to be hung in the apparatus bay of the City fire stations. The signs will be limited to 4' x 4'. The sign must be removable.
9. Material for the Union signs shall not be paid for by the City, nor shall material for the construction or maintenance be purchased from the designated station budgets. All signs must be removable.
10. A sign bearing the approved Fire Station district logo shall be allowed to be hung in the apparatus bay of the Fire Stations. These signs shall be limited in size to 4' x 4'. The sign must be removable.

The IAFF Maltese Cross insignia may be displayed on the left sleeve on uniform T-shirts at the employee's discretion and with the approval of the Fire Chief. The IAFF Maltese Cross may be displayed on the surface of custom kitchen tables used in the fire station(s).

SECTION 1.09 – POLITICAL ACTIVITY

The employees shall comply with federal and state laws and unless otherwise superseded by law, current Administrative Memorandums (and amendments thereto) and all provisions of the City Charter, regarding political activity.

SECTION 1.10 – RESIDENCY

The City shall not impose residency requirements for employees within the bargaining unit of the Union.

SECTION 1.11 – MERIT RULE CHANGES AND EFFECT BARGAINING

The Merit Rules for the City of Springfield, and as may be amended from time to time, control and will remain in force and effect unless directly contrary to a specific provision of this Agreement, in which said latter case the specific provision of this Agreement will control. If a Merit Rule is changed by the City during the term of this Agreement that affects this Agreement, the Employer will meet with the Union, negotiate over the effects of any such change and agree to modify and adopt any necessary modification to the collective bargaining agreement that may result from the negotiations.

SECTION 1.12 - IMPACT BARGAINING

If the City makes changes as set forth in Paragraph 2 of Section 1.02 (Management Rights), the City will provide the Union with thirty (30) calendar days' advance notice whenever feasible.

Upon written request from the Union, the City will bargain with the Union over the impact of the change on the wages, benefits, and other terms and conditions of employment for employees in the bargaining unit.

Upon receipt of such notice, the Union may request additional information.

Failure to request bargaining within seven (7) calendar days after notification shall result in a determination that the Union has waived its right to negotiate over the impact of the changes.

ARTICLE 2 – WORKING CONDITIONS

SECTION 2.01 – PREVAILING RIGHTS

All rights and privileges belonging to Union members and governing their working conditions are stated below in this section:

1. Employees may use non-emergency telephones for personal calls and may use departmental computers for personal use provided such use complies with the City of Springfield Administrative Memorandum #37, Computer Use Policy;

2. The City shall provide furnaces, water heaters, and air conditioners for all occupied portions of the station except for the apparatus bay and keep said equipment in proper working order so as to maintain a mutually agreeable level of comfort;

3. In the kitchen the City shall furnish and maintain a stove, three (3) refrigerators, one (1) microwave oven, kitchen table, chairs, dishwasher, pots, pans, forks, knives, spoons, can-openers, toaster, coffee pot, dishtowels, clock, dish soap, dishwasher soap, and shelving. All items shall be maintained by the City and when replaced, the replacement shall be of substantially equal or better quality than currently in place;

4. In the day room of the fire station the City shall furnish a television, DVD player, basic cable television service, at least one (1) chair (including recliners) for each employee on shift at that station, tables, and other furniture mutually agreed to by the parties. All items shall be maintained in a timely manner by the City and when replaced, the replacement shall be of substantially equal or better quality than currently in place;

5. In bedrooms the City shall furnish beds, mattresses, pillows, linens, blankets, nightstands, and window coverings. Recliners referenced in section four (4.) above

may be placed in the bedrooms upon the agreement of the three (3) regular Fire Captains assigned to the station. All items shall be maintained by the City and when replaced, the replacement shall be of substantially equal or better quality than currently in place;

6. Each station shall have at least one (1) locker room with one (1) locker for each employee assigned, or, an individual sleeping area with storage closet for each employee assigned;

7. Each station shall have private sleeping quarters for company officers, and a private restroom for company officers. Existing stations without these accommodations will be grandfathered and acceptable as-is; however, all new stations must have these accommodations;

8. At each fire station the City shall provide fitness equipment consisting of at least one (1) treadmill, one (1) rowing machine, one (1) bench press with bar and weights, one (1) set of kettle bells ranging from twenty (20) pounds to fifty (50) pounds, and dumb bells ranging from ten (10) pounds to sixty (60) pounds in five (5) pound increments (Or as mutually agreed to during the DRC process), to allow all members on duty to exercise;

9. In the bathrooms the City shall provide toilet paper, soap, paper towels, toilets, sinks, towel racks, and showers and shower curtains/doors. All items shall be maintained by the City and when replaced, the replacement shall be of substantially equal or better quality than currently in place. Reasonable accommodations will be made for male and female employees;

10. City shall provide suitable parking spaces at no charge to the employees. The parking area is to have adequate lighting;

11. City shall provide transportation or compensation for travel consistent with the City of Springfield Administrative Memorandum #1, Mileage Allowance, for on-duty Fire Department business;

12. Employees may prepare and eat meals at customary times when it does not interfere with the provision of Fire Department emergency services. Employees shall be granted additional time to prepare and eat meals in the event customary meals are interrupted by Fire Department activities;

13. Personal visitors may be allowed in the fire station Monday through Saturday prior to 5:00 p.m. for thirty (30) minutes. After 5:00 p.m. on Monday through Saturday, on Sundays, and Holidays designated by the City in the Merit Rules, employees may be allowed personal visitors at the fire station for up to ninety (90) minutes provided the visitors do not interfere with departmental activities. In no case will visitors be allowed in the station past 9:00 p.m. Visits of a longer duration or after 9:00 p.m. must be approved by a Chief Officer on a case-by-case basis;

14. Employees may use the day room and television, prepare and eat meals, sleep, work on individual interests, exercise, use personal computers and other electronic devices, read, or other non-defined personal projects after 5:00 p.m. on Monday through Saturday, on Sundays, and Holidays designated by the City in the Merit Rules. Activities must not interfere with Fire Department activities and shall not violate other City rules;

15. City shall furnish an outdoor barbecue grill. All items shall be maintained by the City and when replaced, the replacement shall be of substantially equal or better quality than currently in place;

16. City shall furnish all badges, name tags, and collar brass. Items shall be replaced on an as-needed basis, except in cases of negligence or deliberate destruction. An employee shall surrender his or her badge upon termination or resignation, with the exception of the employee receiving a retirement through age and service or through disability;

17. Employees shall be provided training in the use of standard Fire Department and emergency medical equipment;

18. The implementation of new equipment or procedures shall not be completed until in-service training has been provided;

19. Employee Assistance Program (E.A.P.) shall be provided to active employees by the City within the limits set by the E.A.P. program;

20. For the employees in the Fire Operations Division, the City shall provide full turnout gear including helmet, coat, pants, boots, suspenders, gloves, hood, and air mask in accordance with NFPA and OSHA standards in effect at the time of purchase. An additional turnout coat and pant shall be provided for employees in the Fire Operations Division. City shall replace any turnout gear. Fire helmets, turnout coats, pants, and suspenders shall be replaced, regardless of wear, at least every ten (10) years. Once the coat and pants are ten (10) years old, they shall be retired;

21. For Fire Marshals, the City shall provide personal protective equipment appropriate for the duties assigned, and may include helmet, coat, pants, boots, suspenders, gloves, hood, and air mask in accordance with NFPA and OSHA standards in effect at the time of purchase. City shall replace any issued personal protective equipment. The City shall provide duty belts, bulletproof vests, side arms, less-lethal weaponry, tools, and flashlights as needed based on assignment. These items shall be replaced by the City as needed;

22. The Employer shall not cause a loss of base pay due to a transfer required by the Employer;

23. Due to the result of a transfer, the employee shall be guaranteed leave time up to either two (2) calendar days before or two (2) calendar days after any leave previously scheduled before the transfer;

24. An Employee may accept outside employment in accordance with the Merit Rules. Approval of outside employment shall not be unreasonably withheld;

25. Employees shall have access to view their personnel file in the office of Human Resources during normal business hours;

26. Employees shall be required to hold and maintain an EMT-B license. but may hold a higher EMT license. Employees holding the rank of Fire Marshal shall be exempt from this requirement;

27. On-Call Fire Marshals shall be allowed to have a take-home vehicle when on-call;

28. Members assigned to an administrative detail shall be allowed to engage in physical fitness activities up to two (2) hours per week while on duty;

29. Fire Marshals may use available lockers, showers, and laundry machines at any City fire station or training facility.

SECTION 2.02 – HOURS OF DUTY

Fire Operations Division Employees

The hours of duty for each Fire Operations Division employee shall begin at 7:00 a.m. Each shift shall be on duty twenty-four (24) hours. Effective March 9, 2025, each shift shall be on duty for two consecutive 24-hour shifts. All employees shall be ready to work at 7:00 a.m., in uniform and ready to respond to emergency calls at all times for the remainder of their shift. Employees work a three (3)-platoon twenty-four (24) -hour shift schedule, which will change to two consecutive 24-hour shifts on March 9, 2025. The shift rotation is as follow: A, B, and C. Fire Operations Division employees shall adhere to department Procedure 1010, Daily Work Schedule.

Shift employees in the Fire Operations Division may be relieved in a reasonable time prior to the end of their shift by the on-coming shift employee; however, the on-coming shift employee shall not be entitled to compensation for voluntarily relieving the off-going employee early. When these reliefs occur, they are considered substitution or time-trading and recognized as de minimis by FLSA rules, and shall not require paperwork or prior supervisory approval.

Administrative Detail Employees

Employees assigned to administrative detail, which shall include but not be limited to the Training Division, the Community Risk Reduction Division, or modified duty, shall work a forty (40)-hour week. The 7k exemption shall not apply to employees assigned to administrative detail, and these employees shall be non-exempt employees eligible for overtime or comp time if required to work beyond forty (40) hours in a week.

Employees assigned to an administrative detail and on a forty (40)-hour work week may be assigned to work ten (10) hours per day, four (4) days per week; or assigned to work eight (8)-hour days, five (5) days per week at the direction of the Fire Chief. These workdays shall generally be between Monday and Friday. Normal work hours will generally begin as early as 7:00 a.m. and end as late as 6:00 p.m. The City reserves the right to occasionally schedule outside the normal work schedule when departmental operations require. Personnel assigned to an administrative detail may be given an unpaid lunch period of no less than thirty (30) minutes and no more than sixty (60) minutes and shall be given paid rest period of fifteen (15) minutes every two (2) hours.

The City shall not assign a Firefighter, Equipment Operator, Rescue and Salvage Specialist, Fire Lieutenant, or Fire Captain to administrative detail on a forty (40)-hour week unless:

1. The employee is placed on modified-duty due to a work-related illness or injury;
2. The employee and Fire Administration mutually agree on the reassignment;
3. The employee is reassigned pending an investigation and possible pre-disciplinary process;
4. The employee is reassigned as part of a disciplinary process;

5. The employee is reassigned to attend mandatory training in order to meet his or her job description;
6. The employee is unable to satisfactorily pass an SCBA mask fit test;
7. The employee is reassigned to attend professional development academies based on fire academy cohort (beginning with recruit class 8-17), or upon promotion, to include: Equipment Operator Academy, Truck Company Academy, Rescue Academy, and Basic Officer Academy; or
8. The employee is reassigned to attend the Advanced Rescue Academy following promotion to Rescue & Salvage Specialist; or
9. The employee is reassigned to attend the Officer Development Academy following promotion to Fire Equipment Operator or Rescue & Salvage Specialist; or
10. The employee is reassigned to attend the Advanced Officer Academy following promotion to Fire Lieutenant; or
11. The employee, as a member of a special operations team, is to attend and complete mandatory special operations team training, unless released from training, to include training required for the Hazardous Materials Team, Water Rescue Team, or Technical Rescue Team as directed by Section 3.03, Specialty Teams .

Employer shall not cause a loss of base pay due to a transfer required by the employer.

Due to the result of a transfer, the employee shall be guaranteed leave time up to either two (2) calendar days before or two (2) calendar days after any leave previously scheduled before the.

Bureau of Fire Prevention Employees

Effective March 9, 2025, the hours of duty for employees working in the Bureau of Fire Prevention shall normally begin daily at 8:00 a.m. Fire Marshals may be assigned to the A, B, and/or C shift and will be on duty for two consecutive 24-hour shifts, or, may be assigned to an administrative detail.

Fire Marshal assigned to a consecutive 24-hour schedule shall report for duty daily to the Bureau of Fire Prevention at 8:00 a.m. prepared for duty. Fire Marshals assigned to a consecutive 24-hour schedule will have office space provided at Fire Headquarters in the Bureau of Fire Prevention.

A Fire Marshal shall be assigned to each platoon and will be provided accommodation(s) within the designated fire station consistent with applicable provisions of Section 2.01 of this contract.

One Fire Marshal, and the Fire and Life Safety Specialist, shall be assigned to administrative detail.

Employees assigned to an administrative detail and on a forty (40) hour work week will normally be assigned to work eight (8) hour days, five (5) days per week, and shall generally work between Monday and Friday. Normal work hours generally beginning as early as 7:00 a.m. and end as late as 6:00 p.m. The City reserves the right to occasionally schedule outside the normal work schedule

when department operations require. Personnel assigned to an administrative detail shall be given a paid lunch period of sixty (60) minutes.

SECTION 2.03 – PERSONNEL REDUCTION

In the event that economic circumstances require the City to consider a reduction in personnel, the City shall notify the Union in writing at least forty-five (45) calendar days prior to such time as said layoff may occur. Upon receipt of said notification, the City and the Union shall promptly meet with the express intent to reach an agreement to avoid or minimize a layoff or reduction in force. If an agreement cannot be reached and a layoff is required, the following process will be followed:

For purposes of selecting the order of layoffs, if no agreement is reached, seniority in the Fire Department shall be the sole determining factor with layoffs beginning with the least-tenured department employee.

In the event that an agreement regarding the implementation of layoffs cannot be reached between the Union and the City, and if a Department employee is selected to be displaced by a layoff, the City shall give the employee the opportunity to fill a vacant position in accordance with the following rules:

1. If a vacancy of the same job classification exists in the Fire Department, the employee shall assume that position or be laid off. If one or more employees are eligible for its position, the vacancy shall be filled by the employee having the greatest departmental seniority.

2. If no vacancy in the same job classification exists in the Fire Department, the displaced employee has the option of filling a vacancy in a lower-graded position in the Fire Department, provided the employee agrees to meet the minimum requirements established for the position within twelve (12) months of accepting the reassignment. If the employee fails to meet the minimum requirements after twelve (12) months, they will immediately be laid off with no recall provisions. If one or more employees are eligible for the position, the vacancy shall be filled by the employee having the greatest departmental seniority.

3. If no vacancy in the same job classification exists and the displaced employee chooses to not fill a vacancy in a lower-graded position, then the displaced employee may bump into a lower-graded position, within the Fire Department, which he or she previously held; provided, however, such displaced employee shall be qualified for that position and has greater departmental seniority than the employee having the least departmental seniority in that job classification.

4. Any employee bumped by Paragraph 3. above shall have the right to bump into a lower-graded position in the Fire Department, which he or she previously held; provided, however, such displaced employee shall be qualified for that position and has greater departmental seniority than the employee having the least departmental seniority in that job classification.

5. Bump Back up Provision: When a vacancy occurs in a promoted position in the Fire Department as a result of layoffs or reduction in force, and when that vacant promoted position is to be refilled, the bumped-back employee, who previously held that rank and having the highest departmental seniority among any other bumped-back employees who previously held that rank, shall be bumped back up into that promoted position and rank. The bumped-back-up employee shall be placed at the step and grade closest to a ten percent (10%) increase over the step and grade of his or her current position (the bumped-back position) or shall be placed at the step and grade held at the time the bump back took place, whichever is the higher amount. In order for an employee to be eligible to be bumped back up, the employee must maintain proper training in the rank he or she once held, and this training shall be offered by the Fire Department.

Recall of Personnel from Force Reduction

A laid off employee shall be placed on a recall list for a period not to exceed one (1) year. Employees who have been laid off and are subject to recall shall remain eligible to participate in department-specific classroom training without pay, in order to maintain certifications required if recalled to their previous position. If there is a recall, employees who are still on the recall list shall be recalled in order of the highest departmental seniority who are qualified for the job classification which is subject to the recall, and if returned to the same job classification, placed at the step and level of benefits which they had held at the time of their layoff. Employees must be qualified to perform the work, at the time of recall as existed at the time of layoff, without further training, in the job classification to which they are recalled. Employees who are eligible for recall shall be given fourteen (14) calendar days' notice, prior to their first scheduled shift day. Notice of recall shall be sent to the employee via certified mail, to the employee's last address on file, with a copy of the notice being sent via mail to the Union. The recalled employee must notify the Fire Chief in writing, within three (3) calendar days of receipt of the recall notice of his or her intent to return to work. The City shall be deemed to have fulfilled its obligation by mailing the recall notice by certified mail, with return receipt requested, to the address provided by the employee. It is the obligation and responsibility of the employee to provide the City's Human Resources department with his or her current ailing address. The City shall withdraw the employees' recall notice and remove the employee from the recall list, if no response is provided after three (3) calendar days from their receipt of the certified mail or after the US Postal Services exhausts their last attempt to deliver the certified mail.

An employee, who is recalled from layoff prior to one (1) year from layoff, will not be required to complete a probationary period upon recall or pass the new hire physical ability test.

SECTION 2.04 – PROMOTIONS AND HIRING

The City and the Union agree to conform and comply with the Merit Rules regarding:

1. The postings of promotional and hiring opportunities within the bargaining unit;

2. The appeal process related to a promotional selection process. Additionally, whenever a promotional selection process includes a written exam, a practical exam and/or an assessment center, candidates are allowed the opportunity to submit a written appeal in the manner described below.

   For an appeal related to a written exam, the Human Resources Department must receive a written appeal within three (3) calendar days after the completion of the written exam. The Human Resources Department will consider an appeal from a written exam and make a determination prior to the next phase of the promotional testing process at issue. For an appeal related to a practical exam and/or assessment center, the Human Resources Department must receive the written appeal within five (5) calendar days from the date of the last feedback session. The Human Resources Department will consider an appeal from a practical exam and/or assessment center result and make a determination prior to any promotional appointment being made.

3. Prior to the establishment of a promotional or hiring list, an employee with an overall passing score shall be awarded these seniority points:

   - Zero (0) points for less than five (5) years' service with the City of Springfield;
   - One (1) point for five (5) or more years, but less than ten (10) years' service with the City of Springfield;
   - Two (2) points for ten (10) or more years, but less than fifteen (15) years' service with the City of Springfield;
   - Three (3) points for fifteen (15) or more years, but less than twenty (20) years' service with the City of Springfield;
   - Four (4) points for twenty (20) or more years' service with the City of Springfield; After a score is established, which shall include seniority points, a list shall be established in accordance with the Merit Rules;

4. For purposes of promotion, employees who are reinstated under the Merit Rules will have their date of Department seniority restored as of their date of separation. The Fire Department shall not exercise the "Rule of Three" (See Merit Rule 7.2, Certification of Eligibles) to fill promoted positions within the bargaining unit, but may exercise the "Rule of Three" to hire new employees or to promote personnel outside the bargaining unit even if a member of the Union is competing to be hired

or to be promoted outside the bargaining unit. The Fire Chief shall promote down the established list, filling the first vacancy with the highest scoring candidate based on whole number scores. In the event two or more candidates have a tied score, the Fire Chief may interview the candidates with the tied score prior to a promotional offer being made, and select the tying candidate of his choice;

5. In the event the Fire Department is compelled to pass over a candidate at the top of a promotional list, the criteria contained within Merit Rule 6.6 "Removal of Names from the Register" must apply;

6. The City and the Fire Department shall continue to utilize the probationary period for employees promoted within the bargaining unit, compliant with existing Merit Rules;

7. The City and the Fire Department shall establish a one (1)-year probationary period for newly hired firefighters. This "New Hire Probationary Period" shall not be extended beyond the one (1)-year period unless the employee suffers a work-related injury or illness and/or misses a substantial amount of work where his or her performance cannot be adequately evaluated. With such an injury or illness, the Fire Chief may extend "New Hire Probationary Period" not to exceed the amount of time the employee was absent due to the incident;

8. In the event a promoted employee does not pass the probationary period, the promoted employee shall be returned to the position held immediately prior to the promotion. This shall not displace any other employee. The employee will be allowed Union representation throughout the process, but may not appeal the decision through the grievance process set forth in this Agreement or through the Personnel Board;

9. In the event a newly hired Firefighter on probation does not pass the probationary period, the Firefighter on probation will be allowed Union representation and be informed that he or she did not pass the probationary period. The Firefighter on probation will have the option to immediately resign or be terminated. The terminated Firefighter on probation shall not be granted the grievance process;

10. In the event the City or the Fire Department does not fail an employee or extend an employee's probationary period by the end of the probationary period, the employee will be considered to have passed the probationary period.

11. Employees in place in the Rescue and Salvage position as of December 31, 2020, will not be removed from their assignment due to their inability to obtain the Certification in the CBA; however, this does not apply to maintaining the certifications they currently possess.

12. The normal life of a valid promotional register (Eligible List) for the bargaining unit shall be a minimum of one year from the date of establishment with an option to extend for an additional six months at the discretion of the Fire Chief.

Temporary Vacancies

The Fire Department shall fill temporary vacancies in the position of Equipment Operator, Rescue and Salvage Specialist, Fire Lieutenant, and Fire Captain with qualified Out-Of-Title personnel.

The Fire Department shall not fill temporary or permanent vacancies in the position of Firefighter with non-Springfield Fire Department personnel.

SECTION 2.05 – PERSONNEL TRANSFERS

For the purpose of this section, a transfer is an official move of an employee's work assignment requiring paperwork to be sent to, and signed off by, the Human Resources Department. It does not include the daily arrangement of staffing of a temporary nature to ensure adequate staffing levels.

It is the express intent of this section to put in place a process that significantly limits the annual number of involuntary transfers, with the stated goal of this section to maintain an annual number of total involuntary transfers of employees with more than four (4) years' continuous service with the Fire Department to less than five percent (5%) of the workforce. For the purpose of this section, an "involuntary transfer" will be defined as the rotation of non-probationary personnel with greater than four (4) years of service in the Fire Department for reasons other than request, promotion, or demotion of that employee, and the employee provides written notice to the Assistant Chief of Emergency Services that the transfer was involuntary. This is not subject to the grievance/arbitration procedure.

With the exceptions found in this Article, transfer decisions are a management right. Prior to management making transfers (including when a position becomes vacant), notification will be sent to all employees notifying them that the transfer(s) are under consideration. Employees may make a written request through their chain of command to transfer to a different shift, station, apparatus, or to join a special operations team where they would continue to operate in the same job classification. The request will only be considered for that transfer period. In extenuating circumstances, management may make transfers without the required notification of all members, but only after notifying the Union that it will be occurring. All transfers will be based upon departmental needs, such as:

1. By request of an employee.
2. Balancing the number of personnel at each station and on each shift due to retirements, resignations, promotions, transfers or vacancies.
3. Making initial assignments for personnel upon completion of Firefighter probationary period.
4. Professional development of the employee.
5. Personnel matters, including disciplinary action.
6. Special Operations Team assignments (assign, add to, remove from, or rotate personnel).
7. Making reclassifications, promotions, demotions, and lateral transfers.
8. Opening, closing, or relocating fire stations.
9. Adding, moving, or eliminating fire companies.

Limitations

1. Transfers will not be made for retaliatory or discriminatory reasons.
2. Upon request, the Employer will provide its justification for a transfer decision.
3. Seniority will be one of the factors that the Employer takes into account in making transfer decisions.
4. In the event that an employee with more than four (4) years' continuous service with the Fire Department will be transferred involuntarily, the merits of the transfer must be reviewed by the Fire Chief and Union President. This is not subject to the grievance/arbitration procedure.
5. Employee preference will be one of the factors that the employer takes into account when making transfer decisions.

Lateral Transfers and Voluntary Demotions

All lateral transfers and voluntary demotions will comply with SFD Policy and Procedure 12.L50, Lateral Transfer and Voluntary Demotion, and any future amendment thereto mutually agreed upon through the DRC process.

SECTION 2.06 – DISPUTE RESOLUTION AND GRIEVANCE PROCEDURE

Definition of a Grievance

A grievance is defined as any unresolved difference between the City and the Union or any employee regarding the application, meaning or interpretation of an express provision of this Agreement or which involves an alleged violation of an express provision of this Agreement and excluding discipline and discharge issues. Grievances concerning demotion, suspension, loss of base pay, or discharge are addressed separately in "GRIEVANCE PROCEDURE" below. Grievances concerning written or oral reprimands that do not result in demotion, suspension, loss of base pay, or discharge shall be handled as defined herein, provided, however, that such grievances are not subject to the arbitration procedure or Personnel Board.

Grievances shall be processed by the Union on behalf of an employee, on behalf of a group of employees, or the Union itself. Either party may have the grievant or one (1) grievant representing a group of grievants present at any step of the grievance procedure, and the employee is entitled to Union representation at each and every step of the grievance procedure upon his request. Grievances may be filed on behalf of two (2) or more employees only if the, same or similar issues apply to all employees in the group and the grievance seeks a similar type of remedy.

A grievance shall contain a statement of the Union's position, the Section of the Agreement allegedly violated, the date of the alleged violation, the relief sought, and the signature and the date of the grieving employee(s) or a Union representative. Unrelated issues shall not be addressed in the same grievance.

The grievance procedure shall be the exclusive mechanism to resolve contract grievances.

Timeliness

To be considered timely, a grievance must be presented within fifteen (15) calendar days of the date of the occurrence giving rise to the grievance or the date that the aggrieved employee (or Union) became aware of or reasonably should have become aware of the occurrence, whichever is later. Untimely grievances are waived.

Informal Dispute Resolution

In the interest of resolving disputes at the earliest possible time, it is agreed that an attempt to resolve a dispute may be made between the employee and his/her immediate supervisor. The employee shall make his complaint to his immediate supervisor. Settlements or withdrawals at this step shall not constitute a precedent in the handling of other grievances. In the event of a complaint, the employee shall first complete his assigned work task, and complain later. The Union may initiate grievances at Step 1 described below.

Grievance Handling

No employee or Union representative shall leave his work assignment to investigate, file or process grievances without first securing permission of the Fire Chief or his designee. In the event of a

grievance, the employee shall always perform his assigned work task and grieve his complaint later, unless the employee reasonably believes that the assignment endangers his immediate safety. The employee shall not be allowed overtime compensation for meetings associated with a grievance that occur outside their normal work schedule.

Grievance Procedure

Step 1:

If the grievance is not resolved pursuant to the informal dispute resolution procedure contained in this Article, the Union shall make a determination whether it should be pursued based upon the merits of the grievance, and if so, it shall prepare a written grievance and present it to the Department's designated representative for handling grievances no later than ten (10) calendar days after the employee was notified of the decision of the supervisor, unless the parties agree to a written extension thereof. If the Union decides to skip Informal Dispute Resolution, then it shall present a written grievance to the Department's designated representative within the time frame outlined in the "Timeliness" section above. A grievance must be on an approved grievance form and may be delivered via electronic mail or hard copy. Within ten (10) calendar days after the grievance has been submitted, The Department's representative or his designee shall meet with the grievant and the Union Representative to discuss the grievance and make a good faith attempt to resolve the grievance. The Department's representative shall respond in writing to the grievant and the Union Representative within five (5) calendar days following the meeting, unless the parties agree to a written extension thereof. If the Department does not respond within the time limits, the Union may advance the grievance to the next step.

Step 2:

If the grievance is not settled at Step 1, a written appeal may be filed within five (5) calendar days after the decision of the Department's representative to the Fire Chief or his designee. Within ten (10) calendar days thereafter, the Fire Chief or his designee shall meet with the grievant and the Union Representative to discuss the grievance and make a good faith attempt to resolve the grievance. The Fire Chief or his designee shall respond in writing to the grievant and the Union within five (5) calendar days following the meeting, unless the parties agree to a written extension thereof.

Step 3:

If the Union is not satisfied with the Fire Chief's Response, it may either file a written request for arbitration or request that the Human Resources Director (or his/her designee) review the Response within ten (10) calendar days of receiving the Response. If the Union elects to request that the Human Resources Director review the grievance, the Human Resources Director must either deny the grievance or issue a decision within fifteen (15) calendar days of the Union's request. Within ten (10) calendar days of receiving the Human Resource Director's decision the grievance may be advanced to arbitration.

Step 4:

If the dispute is not settled at Step 2 or 3, whichever is applicable, the Union may demand in writing that a grievance be submitted to arbitration no later than ten (10) calendar days from the conclusion of Step 2 or 3, whichever is applicable. Grievances which are not timely advanced are waived.

Step 5:

Within twenty (20) calendar days after the matter has been submitted to arbitration, a representative of the City and the Union shall meet to try to agree upon an arbitrator. If the parties are unable to agree on an arbitrator within ten (10) calendar days after such meeting, the parties shall request the FMCS to submit a list of seven (7) arbitrators. Either party shall have the right to reject one (1) entire list of arbitrators. The arbitrator shall be selected from the list of seven (7) by alternate strikes by the City representative and the Union. A coin toss shall be used to determine the first strike. The loser of the coin toss shall strike first. The person whose name remains on the list shall be the arbitrator. All hearings shall be held in the City of Springfield unless otherwise agreed to.

Step 6:

Both parties agree to make a good faith attempt to arrive at a joint statement of facts and issues to be submitted to the arbitrator. Jointly submitted facts and issues will be binding on the arbitration. The City or Union shall have the right to request the arbitrator to require the presence of witnesses and/or documents. Each party shall bear the expense of its witnesses. The expenses and fees of arbitration and the cost of the hearing room shall be shared equally by the City and the Union. Costs of arbitration shall include the arbitrator's fees, room cost and transcription costs. The decision and award of the arbitrator shall be made within forty-five (45) calendar days following the hearing and shall be final and binding.

Authority of the Arbitrator

The arbitrator shall have no right to amend, modify, nullify, ignore, add to or subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the question of fact as to whether there has been a violation, misinterpretation or misapplication of the specific provisions of this Agreement as submitted to him by the parties and shall have no authority to make a decision on any issue not so submitted to him. The arbitrator shall be without power to make decisions contrary to or inconsistent with applicable federal or state law or public policy. The arbitrator shall submit his or her decision in writing within forty-five (45) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to a written extension thereof. The decision shall be based solely upon the arbitrator's interpretation of the meaning or application of the specific terms of Agreement to the facts of the grievance presented, consistent with applicable law and public policy. The arbitrator shall have the authority to fashion an award consistent with the requested remedy. A decision rendered consistent with the terms of this Agreement shall be final and binding.

Grievance Processing and Time Limits

A. Up until the date an arbitrator issues a decision, grievances may be withdrawn at any step of the grievance procedure without precedent.

B. Time limits may only be extended by mutual agreement, confirmed in writing by both parties.

C. Any grievance that is not filed or advanced within the time limits set forth in this Article will be considered to be abandoned and waived.

Disciplinary Grievance Procedure

A. If a member of the bargaining unit is demoted in rank, suspended without pay, or discharged and believes the discipline lacks just cause, he or she may appeal the decision pursuant to Rule 13.4(c) or 13.5(c) of the Merit system Rules, except as modified herein. Within fifteen (15) calendar days of the effective date of the discipline, the employee must decide:

   1. Whether to request a hearing before the Personnel Board; or

   2. Waive in writing his or her right to a hearing before the Personnel Board and instead, request a final decision from the City Manager.

B. Any employee who requests a hearing before the Personnel Board may formally seek to forfeit this request by indicating in writing to the Director of Human Resources a desire to do so and to seek a final decision from the City Manager. Any such request must be made at least thirty (30) calendar days prior to a scheduled Personnel Board hearing, may be approved at the sole discretion of the City. An employee's decision to retract their request for a hearing before the Personnel Board will not waive their right to a determination of the City Manager.

C. If the employee waives the hearing before the Personnel Board, the City Manager will make a decision no later than fifteen (15) calendar days.

D. If the employee is not satisfied with the City Manager's decision, he or she may file a grievance with the Association or pursue his or her right to appeal to the Circuit Court. The decision to file a grievance must be made no later than fifteen (15) calendar days after receipt of the City Manager's decision.

E. If a grievance is filed, the Association will decide within fifteen (15) calendar days whether to demand arbitration of the grievance, and if so, the grievance will be arbitrated according to the procedures of Steps 5 and 6 and Authority of the Arbitrator . An arbitrator's decision will be final and binding. If the Association declines to arbitrate the grievance, the employee may nevertheless retain his right to appeal the decision to Circuit Court.

F. An employee whose disciplinary grievance is advanced to arbitration must waive his or her right to appeal the discipline in Circuit Court pursuant to Sections 536.100 to 536.150 RSMo. in writing. Nothing in this Section shall preclude one of the parties from appealing the ruling of the Arbitrator, if such appeal is permitted by law.

SECTION 2.07 – SHIFT EXCHANGE/TIME TRADING

Employees may time trade under the provisions of SFD Policy 1052, Time Trading, and any future amendment thereto mutually agreed upon through the DRC process.

SECTION 2.08 – NON-SCHEDULED WORK

Guidelines for Non-scheduled Work

Employees not yet relieved of duty shall remain on-duty to ensure the apparatus remains at minimum staffing.

Employees dispatched to an emergency that carries them past the end of their shift shall remain on-duty until the assignment is completed or until relieved.

In the event the Fire Department must call in an employee, the Department will attempt to fill the vacancy with an employee of equal rank. To ensure adequate staffing the Department shall:

1. First utilize the call-in list to attempt to find an employee who will voluntarily report to work;
2. If a qualified employee on the call-in list cannot be called in, the Department shall then utilize the notification system to contact employees. The first qualified employee to respond to the notification shall be used to fill the vacancy;

   If necessary, the mass notification system shall be used to send a maximum of two (2) messages to obtain needed staffing. The first message will specify the staffing needed, the duration, and location. If required, the second notification will specify that it is the final request for staffing, specifying the staffing needed, the duration, and location;
3. If the required staffing need is not filled through the notification system and mandatory overtime is used, a third message will be sent indicating that members who had been placed on holdover have now been placed on mandatory overtime due to insufficient staffing;
4. If a qualified employee does not respond to the request(s), then the Department shall utilize the roster to contact employees and can mandate that a qualified employee return to work.

Off-duty employees shall not be required to stand by or to be on-call with the exception of Fire Marshals. Off-duty employees shall not be required to carry communication devices, and shall not be required to answer their phones.

In the event the Fire Department issues an order for the employee to report to a site or enter information on a personal computer, then the time in which the employee carries out these orders shall be compensable at the regular rate of pay.

In the event an employee is physically unable to safely perform the duties required for overtime, the employee shall be obligated to state that he or she is “sick.” The employee shall be exempt from being required to work that overtime assignment; however, the Fire Chief may order the employee to provide a doctor's note once the employee may safely report to a medical appointment.

In the event an employee is physically unable to report to work due to being out of the region, the employee shall advise the officer who is making the call-back of an estimated date and time in which the employee could report to work. If the employee's presence is still required, the employee shall be exempt from being required to work until that estimated time is reached.

An additional Fire Marshal called in to assist with an emergency or investigation shall be entitled to pay as referenced in Section 3.01 (FLSA, Overtime, & Payroll System) herein.

Call-In List

A call-in list shall be agreed upon between the Union and Fire Administration.

The Fire Department shall maintain the call-in list, one for the Fire Operations Division and one for the rank of Fire Marshal. Employees desiring overtime may add their name to the call-in list on the day in which overtime is desired, indicating their rank, any membership to a specialty team, a contact number and desired times in which overtime can be worked.

The supervisor given the authority to call in personnel for overtime purposes shall call personnel of the appropriate rank in which the vacancy exists listed on the day in which overtime is needed.

Employees may not enter their name on the call-in list to where it automatically repeats from day to day for indefinite periods of time.

If an employee cannot work during the times he or she has indicated on the call-in list, the employee should make every effort to remove their name from the list while on duty. If the employee is unable to do so, the employee shall contact the on-duty Battalion Chief. If the employee is off-duty when they realize a change is to be made to the call-in list, the employee shall not be entitled to overtime to come to a worksite to make these changes, and the employee shall not experience negative consequences for not making these changes while off-duty.

If an employee, who is on the call-in list, and who is contacted prior to 9:00 a.m., refuses to voluntarily report to work and had reasonable opportunity to remove their name from the call-in list, then that employee shall be given an oral reprimand. The oral reprimand shall be documented and maintained in a departmental file. The oral reprimand shall not be committed to the employee's Human Resources' personnel file. A second refusal within a rolling twelve (12)-month period shall result in the employee being denied the opportunity to enter their name on the call-in list for a period of twelve (12) months.

No call-in is considered mandated unless a Chief Officer specifically states prior to the employee accepting the assignment that the employee is mandated to report to work.

Training Captains

Employees in the role of Fire Captain in the Training Bureau may sign up on the Operations Division call-in list. Call-in shall not interfere with the normally assigned work schedule.

Training Captains are not eligible for call-in within 12 hours of the start of their normally assigned shift.

Fire Marshal – On-Call

Merit Rule 19.2.3 "Emergency Calls – Fire Marshals Assigned "On-Call" shall apply to Fire Marshals on-call and as they are called upon. At least one (1) Fire Marshal shall be on-call during the following times:

1. Continuously from 6:00 p.m. Friday evening until 6:00 p.m. Sunday evening, each and every week;
2. From 6:00 a.m. until 6:00 a.m. the following day on: New Year's Day, Presidents Day, Martin Luther King, Jr. Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving, and Christmas; and
3. From 7:00 p.m. until 7:00 a.m. the following day on New Year's Eve;
4. Unless otherwise agreed upon through the DRC process.

Fire Marshals shall pick on-call time in the month of December for the following calendar year in a fair and equitable way agreed upon by the majority of Fire Marshals. Picking shall continue in this rotation until all on-call time slots are covered. Fire Marshals may trade on-call time slots with each other or give a time slot to another Fire Marshal if the trading parties are in agreement. While on-call, Fire Marshals must be within thirty (30) minutes of the City limits.

Fire Marshals who voluntarily accept routine call-in outside their normal work schedule during the work weeks where there is a holiday that is recognized by the CBA, Fire Administration will pay the extra hours at the rate of time and one-half (1 1/2) for the actual hours worked with no minimum number of hours. This does not impact Merit Rule 19.2.3 related to Fire Marshals working assigned on-call.

Effective March 9, 2025:

Merit Rule 19.2.3 "Emergency Calls – Fire Marshals Assigned "On-Call" shall apply to Fire Marshals on-call and as they are called upon. At least one (1) Fire Marshal shall be on-call during the following times:

1. In the event the consecutive 24-hour Fire Marshal is not on duty;
2. In the event the Fire Marshal assigned to an administrative schedule is not on duty; and;
3. Unless otherwise agreed upon through the DRC process.

Fire Marshals shall pick on-call time to coincide with the process for vacation selection for the following calendar year in a fair and equitable way agreed upon by the majority of Fire Marshals. Picking shall continue in this rotation until all anticipated on-call time slots are covered. Fire Marshals may trade on-call time slots with each other or give a time slot to another Fire Marshal if the trading parties are in agreement. While on-call, Fire Marshals must be within thirty (30) minutes of the City limits.

Bomb Squad Training

Bomb Squad training shall be scheduled annually as a component of the department training plan and will provide for 24-hours of training time monthly for all Bomb Squad members. Fire Marshals assigned to the consecutive 24-hour schedule and attending training while not on duty will be compensated at a rate of time and one-half (1 ½) for the actual hours worked while attending training. This does not impact Merit Rule 19.2.3 related to Fire Marshals working assigned on-call.

Fire Marshal Occupancy Checks

Normal staffing for when the Fire Department tasks a Fire Marshal with conducting occupancy checks is at least one (1) Fire Marshal. The Department may assign an additional Fire Marshal as conditions warrant.

Fire Marshal Response

A Fire Marshal who is not in an on-call status, and who responds for service upon request as a second certified bomb technician, or as a second certified fire investigator, shall receive a minimum of four hours guaranteed overtime at the rate of time-and-one-half, regardless of incident duration. These hours shall not overlap the normally assigned work hours.

Travel Between Stations

In the event an employee is called in to work at a location other than the employee's assigned fire station, the employee will be considered on the clock at the time the employee arrives to his or her assigned station to retrieve turnout gear and necessary traveling gear, and shall remain on the clock until the assignment is completed.

Honor Guard

In the event a request is made to the Fire Department by the family of the deceased to have the Honor Guard present at a funeral that is within one-hundred (100) road miles of the City for a member or former member of the Springfield Fire Department, the Fire Department shall send a minimum of four (4) Honor Guard members to the funeral, unless otherwise agreed upon by the Fire Chief and Union President for a specific event.

In the event the Fire Department elects to participate in a parade, members of the Honor Guard may participate in the parade along with an apparatus designated by the Department.

Four (4) members of the Honor Guard may take part in the annual Fallen Fire Fighter Memorial in Kingdom City, Missouri. The Honor Guard members to participate in these events may be pulled from on-duty members of the Honor Guard if doing so does not bring staffing below minimum levels, or off-duty members of the Honor Guard may be called in. Irrespective of the foregoing, the Fire Department will not mandate any member of the Honor Guard to participate in an event. If there are not four (4) Honor Guard members willing to participate in an Honor Guard event, no Honor Guard will be sent, unless otherwise agreed upon by the Fire Chief and Union President for a specific event.

SECTION 2.09 – EXTREME WEATHER

While Firefighters must perform emergency duties in all weather conditions, extreme weather can create unreasonable risks for some activities. Employees shall not engage in training and drills conducted outside during extreme weather conditions. Extreme weather conditions include:

- Outside training requiring the use of turnout gear. Training requiring turnout gear may not occur when the temperature is at or below twenty degrees (20°) Fahrenheit, to include the wind chill, or above ninety degrees (90°) Fahrenheit based upon the National Weather Service.

Training and drills may be conducted indoors during inclement weather conditions provided the indoor conditions fall within the parameters established above.

Since non-training activities do not require the use of turnout gear, outdoor community risk reduction, public education or public relations events or apparatus demonstrations that require personnel to be outdoors for more than thirty (30) consecutive minutes, will not be conducted during the following weather conditions:

- Wind Chill temperatures at or below 20 degrees Fahrenheit or above 100 degrees Fahrenheit based upon the National Weather Service for more than two hours.

Training, public education/apparatus demonstrations, and other similar activities will not be conducted outdoors under the following conditions:

- Winds (sustained or gusts) in excess of 30 mph based upon the National Weather Service.
- Heavy rain.
- During heavy snowfall, sleeting, or icing.
- When thunder is first heard or lightning is first observed and will not resume until 30 minutes after the last observation.

Exceptions to this provision may be granted on a case by case basis with the approval of the Fire Chief and the Union President.

When necessary, live burn training that occurs as part of the Fire Academy is exempt from the low temperature requirements of Section 2.09 (Extreme Weather).

SECTION 2.10 – APPARATUS STAFFING

The following applies to apparatus staffing levels within the bargaining unit. The Fire Department shall be committed to having at least two (2) Chief Officers or "Acting" Chief Officers on duty at all times. One of these Chief Officers may be the "On-Call" chief. Exceptions to staffing requirements as specified below include transit of on-duty personnel to scheduled meetings or department training. Out-of-service apparatus are not prohibited from responding to an incident due to staffing levels below the minimums.

The Department shall be normally staffed with the following positions:

- Thirty-nine (39) Fire Captains;
- Nine (9) Fire Lieutenants;
- Twelve (12) Rescue and Salvage Specialists;
- Forty-eight (48) Equipment Operators;
- Ninety-Six (96) Firefighters;
- Four (4) Fire Marshals;
- Three (3) Fire Training Captains;
- One (1) Fire & Life Safety Specialist

For the purpose of this section, the term "Acting" refers to a member of the Fire Department of a different rank who has completed the qualification to perform the duties of the position they are filling consistent with the appropriate SFD Policy and Procedure. It is management's right to objectively determine who qualifies as being able to competently perform the duties.

Fire Engine, Ladder, & Tower Company Staffing:

The minimum staffing level for each in-service engine, ladder, or tower company shall be:

1. One (1) Fire Captain or "Acting" Fire Captain; or One (1) Fire Lieutenant or "Acting" Fire Lieutenant
2. One (1) Equipment Operator or "Acting" Equipment Operator; and
3. One (1) Firefighter or "Acting" Firefighter.

Each in-service fire engine, ladder or tower company will be staff with at least the minimum staffing level each day.

Heavy Rescue Staffing:

The minimum staffing level for an in-service heavy rescue shall be either:

1. One (1) Fire Captain, Fire Lieutenant or "Acting" Fire Captain;

2. Two (2) Rescue and Salvage Specialists; and
3. One (1) "Acting" Rescue and Salvage Specialist;

or

1. One (1) "Acting" Fire Captain that is a Rescue and Salvage Specialist;
2. One (1) Rescue and Salvage Specialist; and
3. Two (2) "Acting" Rescue and Salvage Specialists.

In cases where mandatory overtime would be required to meet these staffing minimums for the Heavy Rescue, a Fire Captain who is assigned to the Heavy Rescue, or one Fire Captain or Lieutenant who meet the requirements and qualifications for Team leaders and Rescue Salvage Specialist members set forth in Section 3.03, "Technical Rescue Team," may be utilized as the second Rescue and Salvage Specialist.

The express intent of this exception is to maintain the "in-service" status of the Heavy Rescue during times of staffing challenges. Whenever possible, the Heavy Rescue should be staffed with two Rescue Salvage Specialists.

Notification by the Fire Chief or his designee to the Union President or his designee will be required when this option is utilized.

Air Van Staffing:

The minimum staffing level for an air van shall be:

1. One (1) Equipment Operator; or
2. One (1) "Acting" Equipment Operator.

Water Rescue Staffing:

The Water Rescue apparatus shall be cross staffed by qualified Water Rescue personnel. When such emergency or training occurs, fire companies at the Water Rescue station(s) shall be taken out of service if the staffing level drops below minimum.

For emergency responses, if the driver of the Water Rescue apparatus is of the rank of Firefighter, the driver shall receive one-half (1/2) shift Out-Of-Title pay if the duration of the emergency is twelve (12) hours or less. If the duration of the emergency is longer than twelve (12) hours, the Firefighter shall receive a full shift of Out-Of-Title pay. In the event the Firefighter responds to a call for service during the first twelve (12) hours of the shift, then again during the second twelve (12) hours of the shift, the Firefighter shall be entitled to one (1) full shift of Out-Of-Title pay.

Hazardous Materials Staffing:

The Hazardous Materials apparatus shall be cross staffed by qualified Hazmat personnel. When such emergency or training occurs, fire companies providing staffing for the Hazardous Material Team shall be taken out of service if the staffing level drops below minimum.

For emergency responses, if the driver of the Hazmat apparatus is of the rank of Firefighter, then the driver shall receive one-half (1/2) shift Out-Of-Title pay if the duration of the emergency is twelve (12) hours or less. If the duration of the emergency is longer than twelve (12) hours, then the Firefighter shall receive a full shift of Out-Of-Title pay. In the event the Firefighter responds to a call for service during the first twelve (12) hours of the shift, then again during the second twelve (12) hours of the shift, the Firefighter shall be entitled to one (1) full shift of Out-Of-Title pay.

Support Vehicles

Support vehicles are not normally staffed; however, qualified on-duty personnel may be tasked with driving and operating these apparatus as needed for both emergency and non-emergency purposes. For emergency responses, if the driver of these apparatus is of the rank of Firefighter, the driver shall receive one-half (1/2) shift Out-Of-Title pay if the duration of the emergency is twelve (12) hours or less. If the duration of the emergency is longer than twelve (12) hours, the Firefighter shall receive a full shift of Out-Of-Title pay.

For snowplow operations, if the driver of these apparatus is of the rank of Firefighter, the driver shall receive one-half (1/2) shift Out-Of-Title pay if the duration of the plowing is twelve (12) hours or less. If the duration of the plowing is longer than twelve (12) hours, the Firefighter shall receive a full shift of Out-Of-Title pay.

In the event the Firefighter responds to a call for service during the first twelve (12) hours of the shift, then again during the second twelve (12) hours of the shift, the Firefighter shall be entitled to one (1) full shift of Out-Of-Title pay.

Bomb Squad Staffing:

For Bomb Squad response to incidents outside city limits, a minimum of two (2) certified Bomb Technicians shall be required.

Special Events Staffing:

Should an additional fire company be needed for Special Event coverage, the minimum staffing for special events shall be one (1) Fire Captain or “Acting” Fire Captain, or one (1) Fire Lieutenant and “Acting” Fire Lieutenant, one (1) Equipment Operator or “Acting” Equipment Operator, and one (1) Firefighter or “Acting” Firefighter. Additional apparatus and personnel may be assigned if deemed necessary by the Fire Chief.

ARTICLE 3 – COMPENSATION

SECTION 3.01 – FLSA, OVERTIME & PAYROLL SYSTEM

The pay for all non-exempt uniformed personnel (personnel eligible for overtime) shall meet or exceed the minimum standards of the Fair Labor Standards Act (FLSA).

Pay Periods

The employees of the Fire Department shall be paid bi-weekly, with the pay date being on the Thursday immediately following the pay period which just ended. In the event that the Thursday pay date is a federal or banking holiday, then the pay date shall take place on the closest business day before the regular Thursday pay date.

For employees within the bargaining unit that are assigned a 56 hour per week schedule, the two week pay period shall include hours worked throughout a period starting on a Sunday at 7:00 am and ending two weeks later on a Sunday at 6:59:59 am. For employees within the bargaining unit that are assigned a 40 hour per week schedule, the two week pay period shall include hours worked throughout a period starting at midnight / 12:00 am on a Sunday and ending two weeks later on a Saturday at 11:59:59 pm

Overtime Calculations

In accordance with 29 CFR 553.230, the Fire Department shall consider a "work period" as lasting twenty-eight (28) calendar days. Non-exempt non-administrative employees shall be entitled for overtime at a rate of time and a half (1 1/2) of their regular rate of pay for all time worked above two-hundred and twelve (212) hours in the twenty-eight (28) day work period. Overtime hours shall be based on actual hours worked and shall meet or exceed the standards set out in FLSA. The overtime rate of pay shall be time and a half (1 1/2) of the regular rate of pay as defined by the FLSA.

The Fire Department may schedule overtime for various events, training, or other purposes. If the overtime is voluntary, then the employee shall be paid at the regular rate of pay.

Employees who are requested to report to work from the call-in list and who report to work shall be paid at the regular rate of pay. Employees who are mandated to report to work from the call-in list and who report to work shall be paid at time and a half (1 1/2) of the regular rate of pay.

An employee, who is mandated to continue working past his or her scheduled shift, or mandated to come in early for their shift for any reason, shall be paid at a rate of time and a half (1 1/2) of the employee's regular rate of pay for actual time worked. This provision shall be in accordance with the Merit Rules.

If an employee is mandated to work additional hours not continuous with their normal work hours, the employee shall be paid for a minimum of four (4) hours at a rate of time and a half (1 1/2) of the employee's regular rate of pay. However, if the employee voluntarily continues to work past

his or her scheduled shift or voluntarily reports to work when called in, the employee shall be paid at the regular rate of pay for the actual hours worked.

If an employee is mandated to continue working past his or her scheduled shift for any reason, and then volunteers to work beyond the time when they were mandated to do so, they will be paid at the rate of time and one half (1 1/2) of the employee's regular rate of pay until the time when they had the option to leave; after which, they will be paid at their regular rate of pay for the remainder of the time worked.

Deductions

Provided that all Union provided benefits are submitted and deducted as provided for in Section 1.04 (Payroll Deduction of Union Dues and Other Assessments), the following may be deducted from wages at no cost to the employee unless specified below:

1. Federal and State Withholding Taxes;
2. FICA (Social Security) & Medicare;
3. Group Life and Dependent Life on the first paycheck of the month;
4. Cancer Insurance along with its rider on the first paycheck of the month;
5. Dental Insurance on the first paycheck of the month;
6. Vision Insurance on the first paycheck of the month;
7. Credit Union;
8. Garnishments;
9. Union Dues on the first paycheck of the month;
10. PAC contributions, at a cost of ten cents ($0.10) per deduction;
11. Health & Medical Insurance Programs;
12. Deferred Compensation Program;
13. United Way contributions;
14. Cafeteria Plan deductions;
15. Pension contributions;
16. Such other items as may be required by law.

SECTION 3.02 – WAGES

A. For Fiscal Year 2025:

Effective July 1, 2024, the City will fund the Merit Steps for all Salary Grades within the bargaining unit contained in the Fire Protection Services (FPS) salary schedule.

Effective July 14, 2024, the City will implement a 2.25% across-the-board increase to the base pay of FPS 1, steps 3 through 10, and the base pay of steps 1 through 10 of all other salary grades listed on the Fire Protection Union Schedule 80 Hour and Fire Protection Union Schedule 112 Hour Salary Schedules.

Effective July 14, 2024, the City will implement a 1.75% increase to the base pay of step 11 of all salary grades listed on the Fire Protection Union Schedule 80 Hour and Fire Protection Union Schedule 112 Hour Salary Schedules.

B. The IAFF may notify the City of its desire to engage in wage reopener negotiations for Fiscal Year 2026 at least 30 days before the commencement of such successor negotiations. The negotiations shall begin no later than March 1, 2025. Before the commencement of negotiations, the City shall provide the IAFF a detailed cost analysis of the current wages and benefits of the bargaining unit and a projection of the cost of funding the merit steps in Excel spreadsheet form that is not locked in order to facilitate the IAFF's calculation of the cost of its proposals. It is the objective of this schedule for wage reopener negotiations to begin in sufficient time for the IAFF's proposals to be considered during the budget process.

C. The IAFF may notify the City of its desire to engage in wage reopener negotiations for Fiscal Year 2027 at least 30 days before the commencement of such successor negotiations. The negotiations shall begin no later than March 1, 2026. Before the commencement of negotiations, the City shall provide the IAFF a detailed cost analysis of the current wages and benefits of the bargaining unit and a projection of the cost of funding the merit steps in Excel spreadsheet form that is not locked in order to facilitate the IAFF's calculation of the cost of its proposals. It is the objective of this schedule for wage reopener negotiations to begin in sufficient time for the IAFF's proposals to be considered during the budget process.

Out-Of-Title Pay

An employee is considered to work Out-Of-Title anytime said employee is required to work in a position of a higher rank to ensure the efficient operation of the Fire Department. This usually occurs, but is not limited to, when an employee of higher rank is either absent or required to work another assignment, creating a staffing vacancy.

When Out-Of-Title is compensable, it shall be calculated as eighty percent (80%) of the differential between the highest current Top Step at the time for bargaining unit employees (hereinafter the

"Top Step") of the employee's current position and the Top Step of the higher full rank the employee is filling.

Out-Of-Title pay for personnel covered under items 1. - 5. below, will be paid only when the employee has worked at least six (6) consecutive hours in an Out-Of-Title position, and shall only be paid in increments of six (6) [6-11 hours], twelve (12) [12 - 17 hours], eighteen (18) [18-23 hours] or twenty-four (24) hours. No Out-Of-Title pay shall be paid for any increments of consecutive hours worked of less than six (6) consecutive hours. Twenty-four (24) hours of Out-Of-Title pay shall be paid for any increments of consecutive hours worked of twenty-four (24) or more consecutive hours.

Out-Of-Title is compensable when:

1. A Firefighter works as an "Acting" Equipment Operator or "Acting" Rescue and Salvage Specialist. The Firefighter shall be paid eighty percent (80%) of the differential between FPS1, Top Step and FPS4, Top Step;

2. An Equipment Operator works as an "Acting" Fire Lieutenant or "Acting" Fire Captain. The Equipment Operator shall be paid eighty percent (80%) of the differential between FPS4, Top Step and FPS6, Top Step; Effective with the pay period beginning January 12, 2025, and corresponding pay date of January 30, 2025, the Equipment Operator shall be paid one hundred percent (100%) of the differential between FPS4, Top Step and FPS6, Top Step, if IFSAC certified as Fire Officer I.

3. A Rescue and Salvage Specialist works as an "Acting" Fire Lieutenant, or "Acting" Fire Captain. The Rescue and Salvage Specialist shall be paid eighty percent (80%) of the differential between FPS4, Top Step and FPS6, Top Step; Effective with the pay period beginning January 12, 2025, and corresponding pay date of January 30, 2025, the Rescue and Salvage Specialist shall be paid one hundred percent (100%) of the differential between FPS4, Top Step and FPS6, Top Step, if IFSAC certified as Fire Officer I.

4. A Fire Captain works as an "Acting" Battalion Chief. The Fire Captain shall be paid eighty percent (80%) of the differential between FPS6, Top Step and FPS10, Top Step;

5. A Fire Training Captain works as an "Acting" Battalion Chief. Effective with the pay period beginning January 12, 2025, and corresponding pay date of January 30, 2025, the Fire Training Captain shall be paid eighty percent (80%) of the differential between FPS6, Top Step and FPS10, Top Step;

6. A Fire Marshal works as an "Acting" Battalion Chief. Effective with the pay period beginning January 12, 2025, and corresponding pay date of January 30, 2025, the Fire Marshal shall be paid eighty percent (80%) of the differential between FPS7, Top Step and FPS10, Top Step;

7. The Firefighter working as an "Acting" Equipment Operator or "Acting Rescue and Salvage Specialist, or ordered to operate the HazMat, Water Rescue or support apparatus, shall be paid eighty percent (80%) of the differential between FPS1, Top Step and FPS4, Top Step;

8. An "Acting" Captain is either the officer in charge or the member making a report on any specialty team response. They will be entitled to one-half (1/2) shift Out-Of-Title pay. If the emergency response lasts longer than twelve (12) hours, then the "Acting" Captain shall be entitled to a whole shift of Out-Of-Title. In the event the employee responds to a call for service during the first twelve (12) hours of the shift, then again during the second twelve (12) hours of the shift, the employee shall be entitled to one (1) full shift of Out-Of-Title pay.

A Fire Lieutenant may serve in the role as "Acting" Fire Captain, but the Fire Lieutenant's Out-Of-Title work is not compensable at the higher rate per a Union-Management agreement from the early 1990's. A Fire Lieutenant shall not work Out-Of-Title as an "Acting" Battalion Chief until such time Out-Of-Title pay for Fire Lieutenant is renegotiated.

A Fire Captain or "Acting" Fire Captain may order his or her subordinate Firefighters, Equipment Operators, Rescue and Salvage Specialists, and/or Fire Lieutenant to work Out-Of-Title provided that they are appropriately qualified consistent with the appropriate SFD Policy and Procedure.

A Fire Lieutenant, or "Acting" Fire Lieutenant, may order his or her subordinate Firefighters and/or Equipment Operators, and/or Rescue and Salvage Specialists to work Out-Of-Title provided that they are appropriately qualified consistent with the appropriate SFD Policy and Procedure.

A Chief Officer may request a Fire Captain work Out-Of-Title as an "Acting" Battalion Chief, but the Fire Captain has the ability to refuse the Out-Of-Title work without negative consequences.

SECTION 3.03 – SPECIALTY TEAMS

The Springfield Fire Department shall maintain a Water Rescue, Hazardous Materials and Technical Rescue Team, and the Bomb Squad. In addition to the Policy & Procedures, Merit Rules, and Salary Ordinance, the following shall also apply:

Hazardous Materials Team

The Hazardous Materials Team shall consist of at least twelve (12) members of the Springfield Fire Department for each shift, one of whom shall be the Team Leader, and may include additional personnel above the twelve (12) from outside agencies. A Team Leader shall be assigned by the Fire Department. The remainder of the Hazardous Materials Team shall be made up from personnel assigned to the Hazmat Station or other stations as deemed necessary by the Fire Department.

Employees desiring to join the Hazardous Materials Team shall submit a memorandum to the Battalion Chief overseeing Special Operations, with copies to said employee's immediate supervisor and their Battalion Chief. If the employee is required to change shifts by joining the team, the Fire Department will work with the employee to transfer his or her vacation shift dates to a new shift. The Department will grant any vacation date that immediately precedes or follows an original vacation date, regardless of staffing levels. A voluntary membership on the team may last up to three (3) years or until the employee is reassigned through promotion or transfer or removed for just cause. The employee may continue membership on the team for longer than three (3) years but shall not be required to continue membership.

In the event a vacancy occurs on the Hazardous Materials Team and no employee has submitted a request to join the team, the Fire Department may appoint a non-probationary employee of the appropriate rank with the least seniority in rank to fill the vacancy. The appointment to the team may last up to three (3) years or until the employee is reassigned through promotion or transfer or removed for just cause. The employee may continue membership on the team for longer than three (3) years but shall not be required to continue membership. If the employee is required to change shifts by joining the team, the Fire Department will work with the employee to transfer his or her vacation shift dates to the new shift. The Department will grant any vacation date that immediately precedes or follows an original vacation date, regardless of staffing levels.

Members of the Hazardous Materials Team shall receive training consistent with NFPA 1072 at the Hazardous Materials Technician level. New members to the Hazardous Materials team shall be required to become State of Missouri IFSAC certified, and shall be compensated for acquiring and maintaining certification, when required. The team member who does not meet the NFPA 1072 requirements shall not work emergency calls in the capacity of a technician but may train in the capacity of a technician at the direction and supervision of the Team Leader or their designee.

Team members shall receive proficiency pay in the amount of one thousand dollars ($1,000.00) per year, with the team leader receiving one-thousand five hundred dollars ($1,500.00) per year.

Annual proficiency pay shall be divided out into twenty-six (26) equal amounts and paid bi-weekly to team members for each partial month they are on the team.

Water Rescue Team

The Water Rescue Team shall consist of at least eight (8) members of the Springfield Fire Department for each shift, one of whom shall be the Team Leader, and may include additional personnel above the eight (8) from outside agencies. A Team Leader shall be assigned by the Fire Department. The remainder of the Water Rescue Team shall be made up from personnel who are assigned to the Water Rescue station or other stations as deemed necessary by the Fire Department.

Employees desiring to join the Water Rescue Team shall submit a memorandum to the Battalion Chief overseeing Special Operations, with copies to said employee's immediate supervisor and their Battalion Chief. If the employee is required to change shifts by joining the team, the Fire Department will transfer his or her vacation shift dates to new shift. The Department will grant any vacation date that immediately precedes or follows an original vacation date, regardless of staffing levels. A voluntary membership on the team may last up to three (3) years or until the employee is reassigned through promotion or transfer or removed for just cause. The employee may continue membership on the team for longer than three (3) years but shall not be required to continue membership.

In the event a vacancy occurs on the Water Rescue Team and no employee has submitted a request to join the team, the Fire Department may appoint an employee of the appropriate rank to fill the vacancy. The appointment to the team may last up to three (3) years or until the employee is reassigned through promotion or transfer or removed for just cause. The employee may continue membership on the team for longer than three (3) years but shall not be required to continue membership. If the employee is required to change shifts by joining the team, the Fire Department will transfer his or her vacation shift dates to the new shift. The Department will grant any vacation date that immediately precedes or follows an original vacation date, regardless of staffing levels.

Before an employee is assigned to the Water Rescue Team, the employee must have successfully completed a swim test within the past twelve (12) months. Neither the City nor the Fire Department shall mandate a swim test for anyone other than a candidate for the Water Rescue Team or a current Water Rescue Team member. This paragraph is to prohibit the Department from testing every single employee every single year.

In addition to passing a swim test prior to appointment to the Water Rescue Team, members of the Water Rescue Team shall be required to obtain certifications meeting NFPA 1006 (2013) at the technician level for Swift Water Rescue and Swiftwater Rescue Boat Operator. Water Rescue Team members shall obtain certification meeting NFPA 1006 (2013) at the technician level for Ice Rescue, as available. All Water Rescue Team personnel shall be compensated for acquiring and maintaining certifications and attending required training. The team member who is not yet certified shall not work emergency calls in the capacity of a technician but may be required to train as a technician at the direction and supervision of the Team Leader or their designee.

Team members shall receive proficiency pay in the amount of one thousand dollars ($1,000.00) per year, with the team leader receiving one-thousand five hundred dollars ($1,500.00) per year. Annual proficiency pay shall be divided out into twenty-six (26) equal amounts and paid bi-weekly to team members for each partial month that they are on the team.

Technical Rescue Team

The Technical Rescue Team shall consist of at least thirteen (13) members for each shift, one of whom shall be the Team Leader. The Team Leader shall be the Fire Captain appointed by the Fire Chief. By virtue of their rank, all Rescue and Salvage Specialists shall be assigned to the Technical Rescue Team.

Team leaders and Rescue and Salvage Specialist members of the Technical Rescue Team shall be required to obtain and maintain the following IFSAC certifications and training programs to meet NFPA 1006 (2013) at the technician level:

- IFSAC certification in rope rescue (equivalent to the awareness, operations, and technician level(s) or approved IFSAC equivalent. Previously completed certification in Rope Core, 6.1, and 6.2 is considered equivalent.
- Confined Space Technician
- Structural Collapse Technician
- Trench Rescue Technician

Team leaders and Rescue Salvage Specialist Technical Rescue Team members shall obtain IFSAC certification in the individual discipline areas of confined space, structural collapse, and trench rescue within one (1) year from the date of adoption of the IFSAC curriculum as the training standard by the Fire Department, or until such time that the Fire Department can provide the appropriate certification program.

Firefighters seeking appointment to the Technical Rescue Team must have completed the Rescue Academy and be approved to work in an out-of-title role as a Rescue Salvage and Specialist, consistent with Department Procedures 345, or any subsequent version thereof Unless already completed, Fire Equipment Operators and company officers seeking appointment to the Technical Rescue Team must complete the Rescue Academy within one year of appointment to the Technical Rescue Team.

New team members not at the Rescue Salvage Specialist rank or assigned as the Team Leader shall be required to complete the following training certifications:

- IFSAC certification in rope at the operations level, or approved IFSAC equivalent;
- Confined Space Technician;
- Trench Rescue Technician; and
- Structure Collapse at the operation level.

Any new, non-Rescue Salvage Specialist, non-team leader member who joins prior to December 31, 2023, must complete all of the above listed, applicable training and certifications within 24-months of appointment to the team. New non-Rescue Salvage Specialist, non-team leader members who join after December 31, 2023, will have one year from the date of joining to fully complete all of the above listed, applicable training and certifications.

The team member who is not yet certified shall not work emergency calls in the capacity of a technician but may train in the capacity of a technician at the direction and supervision of the Team Leader or their designee.

A Rescue and Salvage Specialist assigned to the team after the date of execution of this agreement must acquire certifications within one (1) year of assignment to the team, or within such time that the Fire Department can schedule the employee into the appropriate certification/training program – if they fail to do so, they will no longer be meeting the job description of Rescue and Salvage Specialist and will be subject to demotion.

In the event that a Rescue and Salvage Specialist who was appointed between January 1, 2021 and the date of execution of this agreement cannot pass the certification process, the employee will be given 1 year to retry and pass; and the employee will be compensated for completing all required training and testing processes necessary to achieve the certification and if they fail/refuse to do so, they will no longer be meeting the job description of Rescue and Salvage Specialist and will be subject to demotion. If fire administration determines that such an incumbent Rescue and Salvage Specialist should be demoted as a result of their inability to obtain certification, the demotion will be for cause, but will not be considered punitive against the member. This demotion will not preclude their ability to test for any promotion for which they were previously qualified.

A Fire Captain assigned as Technician Rescue Team Leader must obtain and maintain certifications within one (1) year of assignment to the team, or within such time that the Fire Department can provide the appropriate certification program. In the event the Fire Captain cannot pass the certification process, the Fire Captain will be subject to transfer. If the Fire Captain is required to change shifts, the Fire Department will work with the employee to transfer his or her vacation shift dates to the new shift. The Department will grant any vacation date that immediately precedes or follows an original vacation date, regardless of staffing levels.

Team members shall receive proficiency pay in the amount of one thousand dollars ($1,000.00) per year, and team leaders shall receive proficiency pay in the amount of one-thousand five hundred ($ -1,500.00) per year. Annual proficiency pay shall be divided out into twenty-six (26) equal amounts and paid bi-weekly to team members for each full or partial month they are on the team.

Bomb Squad

The Bomb Squad shall consist of at least two (2) Fire Marshals from the Springfield Fire Department, one of whom shall be the Team Leader, and may include additional personnel above the two (2) from outside agencies (Springfield Police Department and/or Greene County Sheriff's Office). The Bomb Squad Commander shall be appointed by the Fire Chief. The Bomb Squad

Commander shall receive proficiency pay in the amount of one thousand five hundred dollars ($1,500.00) per year. Annual proficiency pay shall be divided out into twenty-six (26) equal amounts and paid bi-weekly to the Bomb Squad Commander for each partial month the Commander is on the team. By virtue of their rank, all Fire Marshals shall be assigned to the Bomb Squad.

Air Program

Equipment Operators assigned to the Air Program shall receive proficiency pay in the amount of one thousand dollars ($1,000.00) per year. Annual proficiency pay shall be divided out into twenty-six (26) equal amounts and paid bi-weekly to team members for each full or partial month they are on the team.

SECTION 3.04 – HEALTH INSURANCE AND CRITICAL ILLNESS POOL

Employee Health Insurance

The City shall cover one hundred percent (100%) of the annual cost of employee health insurance premiums. The employee shall be responsible for one-hundred percent (100%) of the cost of dependent health insurance premiums. The premiums shall be arrived at by sound actuarial means. Any increases in premiums shall be in accordance with City ordinances.

The City shall continue to convene its Health Insurance Committee. The Union shall continue to have two (2) positions within that committee.

Absent an emergency incident, employees who are on duty that are members of the committee will be granted time to attend committee meetings within their regularly scheduled work hours. Employees shall notify their assigned supervisor of their request to be absent from duty at least seventy-two (72) hours prior to its occurrence. The Union members of the Health Insurance Committee will continue to review and vote upon specific provisions of the health insurance plan, including but not limited to preferred provider, deductibles, co-pays, maximum out of pocket, and limitations of coverage. If a committee member shall not be able to attend a Health Insurance Committee meeting, the remaining member may vote the absent member's proxy.

Missouri Firefighter Critical Illness Pool

The Missouri Firefighter Critical Illness Pool (CIP) is authorized by 320.400 RSMo. For calendar year 2024, the City shall participate in the CIP and will cover one hundred percent (100%) of the annual calendar year cost of CIP premiums for eligible bargaining unit employees.

In succeeding years, there shall be a "Maximum Contribution" amount set at $250 per bargaining unit employee, to be adjusted annually at a rate of one and one-half (1.5) times the percentage increase for the previous twelve-month period, using the index month for December of that year, in the Consumer Price Index (CPI). The CPI shall be the Consumer Price Index for all Urban Consumers (CPI-U), U.S. City Average, all items, not seasonally adjusted, published by the Bureau of Labor Statistics of the U.S. If the cost to fund enrollment in the CIP in any year exceeds the Maximum Contribution:

1. The City shall voluntarily increase its contribution above the Maximum Contribution without prejudicing its right to exercise other options. If the City voluntarily increases its contribution in any given year, doing so shall not create a new Maximum Contribution amount and shall not create an enforceable past practice or precedent; or

2. The City shall offer the Union a reopener to discuss the possibility of the Union contributing to the cost that is above the "Maximum Contribution: of the coverage and/or to discuss utilizing amounts normally set aside for wage increases to contribute toward the

cost of coverage, or the Union may choose to reduce the maximum benefit/coverage level to a lower cost benefit/coverage level – if no agreement is reached, the City may withdraw from the CIP.

SECTION 3.05 – PENSION AND RETIREMENT

Police & Fire Retirement System

Employees hired before June 1, 2006, shall be members of the Police Officers' and Firefighters' Retirement System as established in Section 2 of the City Code.

TIER II

Employees hired after June 1, 2006, and before January 31, 2010, had been placed on Tier II of the Police Officers' and Firefighters' Retirement System. Per an agreement between the City and the Union, Tier II employees were allowed to migrate to LAGERS L-11 pension plan, and one-hundred percent (100%) of the employees on Tier II within the bargaining unit migrated to LAGERS. For purposes of this section, those employees shall be referred to as "former T2 employees."

Former T2 employees shall not be allowed to migrate back to the Police Officers' and Firefighters' Retirement System.

LAGERS

Employees hired after June 1, 2006 shall be members of the State of Missouri's LAGERS L-11 pension plan. The City shall pay one-hundred percent (100%) of the required contributions, and employees shall maintain the status of non-contributory members of the L-11 plan.

Additional Funding Contribution

A permanent employee contribution rate of fifteen and thirteen-hundredth percent (15.13%) has been established and will be contributed for and by Tier I employees. This employee contribution rate will not be subject to recalculation, regardless of any actuarial calculation performed for the Fire AFC.

After the Fire AFC reaches a one-hundred percent (100%) funding ratio, as determined by the Board's Actuary, or July 1, 2029, whichever comes first, the Fire AFC will cease to be calculated separately from other pension liabilities. It will then become a normal liability of the pension system. If the Fire AFC reaches a one-hundred percent (100%) funding ratio, based on the Board's Actuary study prior to July 1, 2029, the additional contribution of two-hundred ninety-one thousand nine-hundred eighteen dollars ($291,918) will end on the last day of the current fiscal year following the Board's Actuary study.

The City's contribution to the Fire AFC will remain in the system for investment and benefit payments, and will not be subject to an employee's return of contribution at retirement.

These provisions solely relate to the Fire AFC benefit and are not meant to change or impact any other provisions or groups in the Police & Fire Retirement System.

SECTION 3.06 – MODIFIED DUTY

Line of Duty

An employee who becomes injured or ill in the line of duty (as certified by the City's Workers' Compensation physician or provider) and who cannot perform assigned duties due to the injury or illness, shall be assigned modified duty consisting of meaningful work within the employee's medical restrictions, provided the City's Workers' Compensation physician certifies the employee can perform the assigned modified duties.

Modified duty shall comply with the work schedule established in Section 2.02 (Hours of Duty) of this CBA.

An employee on modified duty due to a line-of-duty injury or illness shall remain on modified duty unless released by the City's Workers' Compensation physician or provider to full duty, with or without a reasonable accommodation, or it has been determined by the City's Workers' Compensation physician that the employee has reached maximum medical improvement. If after twelve (12) months from the original date of injury the employee is not able to return to full duty, the employee shall be given an additional sixty (60) calendar days to apply for a service or disability pension, seek reassignment to another position within the City, or resign his or her position with eligibility for re-hire.

A period of extension is allowed at the discretion of the Fire Chief, with the Union President to be notified. The same sixty (60)-day application period shall apply.

Modified duty shall comply with the work schedule established in Section 2.02 (Hours of Duty) of this CBA.

Presumptive Clauses within RSMO Chapter 87

An employee who becomes injured or ill due to a condition identified within RSMO 87.005 or RSMO 87.006, including but not limited to cancer, a circulatory or pulmonary condition, or infectious disease who may have the ability to return to work as determined by the employee's physician, may request the same modified duty rights as an employee who becomes injured or ill in the line of duty.

Non-Duty

An employee, who becomes injured or ill outside the line of duty and who cannot perform assigned duties, may be offered modified duty consisting of meaningful work within the employee's medical restrictions at the discretion of the employer.

SECTION 3.07 – STEP RAISES

Entry-level Firefighters shall be placed at FPS-1, Step 3 on the FPS pay schedule. If an employee of the City of Springfield is hired as an entry-level Firefighter, the employee will be placed at the step within FPS-1 closest to their current step and grade and to the extent possible without receiving a reduction in pay.

The entry-level Firefighter's hire date shall be considered the employee's "employment anniversary date." The employee shall be evaluated at least annually on or before the employment anniversary date with an employee performance appraisal. If the employee receives an overall passing evaluation, the employee shall advance at least one step on the FPS pay schedule beginning the first of the pay period in which the anniversary date occurs. This process shall continue until the employee reaches the maximum number of steps or until the employee promotes.

When a City employee, from another department, demotes or promotes to the entry-level Firefighter's position; his anniversary date for pay advancement will be adjusted to the date of said promotion or demotion. The employee shall be evaluated at least annually on or before the anniversary date for pay advancement with an employee performance appraisal. If the employee receives an overall passing evaluation, the employee shall advance at least one step on the FPS pay schedule beginning the first of the pay period in which the anniversary date occurs. The process shall continue until the employee reaches the maximum number of steps or until the employee promotes.

When an employee promotes, the employee's date of promotion shall be considered the "anniversary date for pay advancement." The employee shall be evaluated at least annually on or before the anniversary date for pay advancement with an employee performance appraisal. If the employee receives an overall passing evaluation, the employee shall advance at least one step on the FPS pay schedule beginning the first of the pay period in which the anniversary date occurs. This process shall continue until the employee reaches the maximum number of steps or until the employee promotes.

In the event an employee promotes within sixty (60) calendar days of his or her employment anniversary date or promotional anniversary date, and the employee was to have received an overall passing evaluation, the employee shall be placed on the FPS pay schedule at the promoted grade and step closest to ten percent (10%) above the grade and step from where he or she promoted as if the employee had been granted the step which would have been due within that sixty (60)-day time frame.

In the event an employee does not receive an overall passing evaluation, the employee shall remain at his or her current step and grade for six (6) months. At the conclusion of the six (6) months, the employee shall be evaluated again. If the employee receives an overall passing evaluation, the employee shall advance to the next higher step within the FPS pay schedule. This six (6)-month mark will re-establish the employee's employment anniversary date or promotional anniversary date for purposes of annual evaluations and step raises. If the employee does not receive an overall passing evaluation, the employee will be subject to discipline per Merit rule 12.4 (i) and 12.4 (j).

This section is contingent upon step raises being funded under Section 3.02 (Wages).

SECTION 3.08 – ADDITIONAL COMPENSATION AND BENEFITS

Special Reclassification

When a Fire Lieutenant is to be reclassified to a Fire Captain, the reclassification shall be offered to the employee based on SFD Policy and Procedure 12.T60. Upon reclassification, the employee will be placed on the same step on the FPS 6 pay grade which they occupied on the FPS 5T pay grade.

Longevity Pay

Employees hired before January 1, 2005 receiving longevity pay shall continue to receive this benefit under its current administration, with three-hundred dollars ($300) annually being paid to employees with five (5) years to nine (9) years, three-hundred sixty-four (364) days; six-hundred dollars ($600) annually being paid to employees with ten (10) years to fourteen (14) years, three-hundred sixty-four (364) days; nine-hundred dollars ($900) annually being paid to employees with fifteen (15) years to nineteen (19) years, three-hundred sixty-four (364) days; and one-thousand two-hundred dollars ($1200) annually being paid to employees with twenty (20) years or more.

Deferred Compensation (457) Plan

As of July 1, 2015, employees shall be allowed to borrow against their Deferred Compensation account, regardless of the provider, in accordance with all laws and regulations.

Additional Funding Contribution

In coordination with Section 3.05 (Pension and Retirement) of this Agreement (which includes a permanent employee contribution rate of fifteen and thirteen-hundredth percent (15.13%) for and by Tier I employees), after the Fire AFC reaches a one-hundred percent (100%) funding ratio, as determined by the City of Springfield's Police Officer and Fire Fighter Retirement System Board's Actuary, or July 1, 2029, whichever occurs first, funds in the amount of two-hundred ninety-one thousand nine-hundred eighteen dollars ($291,918) (base and benefits inclusive) will be reallocated to the compensation pool on a prospective basis. This amount will not reduce, but rather be in addition to any compensation pool negotiated for the next fiscal year. This amount can then be directed to pay or benefits as deemed necessary by the Union.

SECTION 3.09 – CLOTHING ALLOWANCE & UNIFORM GUIDELINES

Clothing Allowance

Employees shall receive a clothing allowance. The Fire Chief shall identify the clothing and uniforms authorized for the allowance, as well as the replacement schedule for the clothing and uniforms. The clothing allowance shall cover one-hundred percent (100%) of the cost of clothing and uniforms. Employees will be responsible for utilizing the clothing allowance to purchase clothing and uniforms at their own discretion; however, uniforms must be in good condition at all times and present a professional image.

ARTICLE 4 – LEAVE

SECTION 4.01 – VACATION

In addition to Rule 21 of the Merit Rules as it exists at the signing of this Agreement, these provisions shall be included in specific regard to vacation accumulation and redemption:

Accumulation

Fire employees within the bargaining unit working the twenty-four (24)-hour shift shall accumulate vacation as follows:

- From zero (0) to seven (7) years, three-hundred and sixty-four (364) days of service, the employee shall accumulate one-hundred twenty (120) hours of vacation per year.
- From eight (8) year to fifteen (15) years, three-hundred and sixty-four days (364) of service, the employee shall accumulate one-hundred sixty-eight (168) hours of vacation per year.
- For sixteen (16) or more years of service, the employee shall accumulate two-hundred forty (240) hours of vacation per year.

Fire employees within the bargaining unit working a forty (40)-hour work week shall accumulate vacation as follows:

- From zero (0) to seven (7) years, three-hundred and sixty-four (364) days of service, the employee shall accumulate eighty (80) hours of vacation per year.
- From eight (8) years to fifteen (15) years, three-hundred and sixty-four (364) days of service, the employee shall accumulate one-hundred twenty (120) hours of vacation per year.
- For sixteen (16) or more years of service, the employee shall accumulate one-hundred sixty (160) hours of vacation per year.

Fire employees within the bargaining unit hired by the City of Springfield before July 11, 1995 shall not be capped on the amount of vacation earned. Fire employees within the bargaining unit hired by the City of Springfield on or after July 11, 1995 shall be capped on the amount of vacation hours earned at two (2) years' accrual.

Bargaining unit employees may schedule their vacation consistent with the policies of the Fire Department and Merit Rules, and these days shall be compensable at their current rate of pay.

In instances where personnel are required to attend training to meet the requirements of their job description or for the initial training required for new members assigned to specialty teams, the department may restrict their ability to select leave time during those dates; however, if the department has not notified the employee of the need for them to attend the training prior to when

they request leave, the employee will be allowed to use their leave irrespective of the required training.

Payout

Upon completion of twelve (12) months' completion of employment, when an employee of the bargaining unit leaves the employment of the City of Springfield for any reason, the employee shall be paid out at his or her current hourly rate for any unused vacation hours, up to two (2) years' accrual or whatever his or her December 31, 2005 vacation balance had been, whichever is the greater amount. The payout of vacation balances shall be considered earned income for pension calculations for members of the Springfield Police and Fire Retirement system only.

SECTION 4.02 – HOLIDAY & CONTINUOUS OPERATIONS HOLIDAY

These provisions shall cover holiday and continuous operations holiday accumulation and eligibility for payout:

Accumulation

Fire employees within the bargaining unit working the twenty-four (24)-hour shift shall accumulate continuous operations holiday as follows:

- New Year's Day - twelve (12) hours
- Martin Luther King Day - twelve (12) hours
- Presidents' Day - twelve (12) hours
- Memorial Day - twelve (12) hours
- Juneteenth – twelve (12) hours
- Independence Day – twelve (12) hours
- Labor Day – twelve (12) hours
- Veterans' Day – twelve (12) hours
- Thanksgiving – twelve (12) hours
- Day After Thanksgiving – twelve (12) hours
- Christmas – twelve (12) hours

Bargaining unit employees shall accumulate continuous operations holiday in the pay period of the actual holiday.

Bargaining unit employees hired by the City of Springfield before July 1, 2004 shall not be capped on the amount of continuous operations holiday accrued. Fire employees within the bargaining unit hired by the City of Springfield on or after July 1, 2004 shall be capped on the amount of continuous operations holiday hours accrued at two (2) years' accrual.

Bargaining unit employees may schedule their continuous operations holiday as they would vacation days, and these days shall be compensable at their current rate of pay.

Fire employees within the bargaining unit working a standard forty (40)-hour work week shall be given the holiday off on or around the day in which the City recognizes the holiday and compensated for the holiday at their current rate of pay.

Payout

When an employee of the bargaining unit leaves the employment of the City of Springfield for any reason, the employee shall be paid out at his or her current hourly rate for any unused continuous

operations holiday hours, up to two (2) years' accrual. The payout of continuous operations holiday balances shall be considered earned income for pension calculations for members of the Springfield Police & Fire Retirement System.

SECTION 4.03 – FLOATING HOLIDAYS

These provisions shall cover floating holiday accumulation and payout:

Accumulation

Fire employees within the bargaining unit working the twenty-four (24)-hour shift shall be granted thirty-six (36) hours of floating holiday per year during the first full pay period of the calendar year. Bargaining unit employees hired mid-year, and prior to September 30th, shall be granted their floating holiday hours after the completion of their first full pay period.

Fire employees within the bargaining unit working a forty (40)-hour work week shall be granted the equivalent of three (3) days' worth of floating holidays per year during their first full pay period of the calendar year.

Bargaining unit employees may schedule their floating holiday hours as they would vacation days, and these days shall be compensable at their current rate of pay. Floating holidays must be taken by the end of the last full pay period of the calendar year. Any unused balance of floating holiday hours shall not be carried forward to the next calendar year.

Payout

When an employee of the bargaining unit leaves the employment of the City of Springfield due to a retirement, the employee shall be paid out at his or her current hourly rate for any unused floating holiday hours. The payout of floating holiday balances shall be considered earned income for pension calculations for members of the Springfield Police & Fire Retirement System.

SECTION 4.04 – KELLY DAYS

These provisions shall be included in specific regard to Kelly Day accumulation and redemption:

Accumulation

Effective January 1, 2015, Fire Department employees within the bargaining unit working the twenty-four (24)-hour shift shall be granted forty-eight (48) hours of Kelly Days per year during the first full pay period of the calendar year with the following exception:

Employees who voluntarily demote, promote, or move from a modified duty position, on a forty (40)-hour work week, to a twenty-four (24)-hour shift position will receive two (2) Kelly Days if it occurs after January 1 but before April 1, or one (1) Kelly Day if it occurs on or after April 1 but before September 1, provided they did not receive Kelly Days on January 1 of that calendar year.

Bargaining unit employees may only schedule their Kelly Day hours during overtime "long cycles," (periods during which twenty-four (24) or more hours of FLSA overtime might be paid) and these days shall be compensable at their current rate of pay. Kelly Days must be taken by the end of the last full pay period of the calendar year. No more than twenty-four (24) hours may be used during each long cycle. Any unused balance of Kelly Day hours shall not be carried forward to the next calendar year.

Redemption

When an employee of the bargaining unit leaves the employment of the City of Springfield for any reason, the employee shall be paid out at his or her current hourly rate for any unused Kelly Day hours. The payout of Kelly Day balances shall be considered earned income for pension calculations for members of the Springfield Police & Fire Retirement System.

SECTION 4.05 – PIN DAYS

These provisions shall cover Pin Day accumulation and payout:

Accumulation

Fire employees within the bargaining unit working the twenty-four (24)-hour shift shall be granted a balance of leave time equivalent to twelve (12) hours following the successful completion of five (5) years' service with the City of Springfield. This shall be known as a Pin Day. A Pin Day shall be granted again following the successful completion of ten (10) years' service, fifteen (15) years, twenty (20) years, and so on.

Fire employees within the bargaining unit working a forty (40)-hour work week shall be granted the equivalent of one (1) days' worth of a Pin Day under the benchmarks established in the preceding paragraph.

Bargaining unit employees may schedule their Pin Day hours as they would vacation days, and these hours shall be compensable at their current rate of pay. Any unused balance of Pin Day hours shall not be carried forward more than three-hundred sixty-five (365) days.

Payout

Pin Days are not eligible for payout when an employee of the bargaining unit leaves employment with the City of Springfield regardless of the reason for departure.

SECTION 4.06 – SICK LEAVE

These provisions shall cover Sick Leave accumulation, payout, and redemption:

Accumulation

Fire employees within the bargaining unit working the twenty-four (24)-hour shift shall be granted one-hundred forty-four (144) hours of sick leave annually, accumulated at a prorated amount each pay period. These employees may accumulate up to two-thousand one-hundred sixty (2,160) hours of sick leave.

Fire employees within the bargaining unit working a forty (40)-hour work week shall be granted ninety-six (96) hours of sick leave annually, accumulated at a prorated amount each pay period. These employees may accumulate up to one-thousand four-hundred forty (1,440) hours of sick leave.

Bargaining unit employees shall be compensated for sick hours properly used at their current hourly rate.

Payout

For bargaining unit employees working the twenty-four (24)-hour shift hired by the City of Springfield before July 1, 1998 who leaves the employment of the City of Springfield through resignation, retirement, or disability having at least fifteen (15) years of service shall be paid out for any unused sick leave hours, up to one-thousand four-hundred forty (1,440) hours, less any hours sold back, at a rate of seventy-five percent (75%) of his or her current hourly rate. The payout of sick leave balances shall NOT be considered earned income for pension calculations.

For bargaining unit employees working a forty (40)-hour work week hired by the City of Springfield before July 1, 1998 who leave the employment of the City of Springfield through resignation, retirement, or disability having at least fifteen (15) years of service shall be paid out for any unused sick leave hours, up to nine-hundred sixty (960) hours, less any hours sold back, at a rate of seventy-five percent (75%) of his or her current hourly rate. The payout of sick leave balances shall NOT be considered earned income for pension calculations.

Redemption

Employees hired before July 1, 1998, who normally do not work twenty-four (24)-hour shifts and with an accrued sick leave balance of at least seven-hundred twenty (720) hours, may request redemption of his or her sick leave balance of not less than eight (8) hours, but not more than fifty-four (54) hours of sick leave per year. Employees hired July 1, 1998 or after with an accrued sick leave balance of at least seven-hundred twenty (720) hours may redeem not less than eight (8) hours, but not more than sixteen (16) hours per year.

Employees hired before July 1, 1998, who normally work a twenty-four (24)-hour shifts and with an accrued sick leave balance of at least one-thousand eighty (1,080) hours, may request redemption of his or her sick leave balance of not less than eight (8) hours, but not more than

seventy-five (75) hours of sick leave per year. Employees hired July 1, 1998 or after with an accrued sick leave balance of at least one-thousand eighty (1,080) hours may redeem not less than twelve (12) hours, but not more than twenty-four (24) hours per year.

All redemption requests are subject to the following:

1. Employee must have used no more than forty (40) hours (or forty-eight (48) hours for employees regularly assigned to a twenty-four (24)-hour shift) of personal sick leave during the twelve (12) months prior to the request. The request also must not reduce the employee's remaining accrued personal sick leave balance below seven-hundred twenty (720) hours or one-thousand eighty (1,080) hours for employees normally scheduled on a twenty-four (24)-hour shift, and

2. Employee may not have more than one (1) redemption request granted in a given fiscal year, and

3. Employee will be paid seventy-five percent (75%) of his or her hourly pay rate at the time of the redemption request for each of the hours redeemed, and his or her accrued sick leave balance will be reduced by the number of hours redeemed. The employee's maximum number of unused sick leave hours he or she may accumulate shall also be reduced by the number of sick leave hours the employee has redeemed, and

4. Employee hired before July 1, 1998 who is eligible to receive payment for unused sick leave upon separation from City service will have the hours credited in the unused sick leave payment calculation reduced by any hours redeemed, and

5. Sick leave redemption program shall be conditioned upon the continued availability of funds appropriated for this purpose and may be suspended or discontinued at any time by the City Manager without prior notice.

SECTION 4.07 – MILITARY LEAVE

Merit Rule 21.5 shall apply to requests for military leave made by members of the bargaining unit, except that for employees who are assigned a 56 hour work week, the one hundred twenty hour amount referenced in Rule 21.5 shall be replaced with one hundred seventy hours. In that regard, any bargaining unit member with proper military orders or other official military documentation on file with the Department of Human Resources as of October 1, 2020, or who files them at any time thereafter; and who is assigned a 56 hour work week; and who otherwise complies with the requirements of Rule 21.5; shall be entitled to up to one hundred seventy hours of paid military leave time per federal fiscal year. The remainder of the requirements of Rule 21.5 shall apply to any such request.

ARTICLE 5 – CONDITIONS OF THE AGREEMENT

SECTION 5.01 – EQUAL OPPORTUNITY

The City and the Union agree that they will not discriminate against any employee because of race, color, religion, gender, age, national origin, sexual orientation, a gender identity, status as a protected veteran, or status as a qualified individual with a disability.

In this Agreement, words shall be construed as non-sexist and non-applicable to any gender but shall include both the feminine and masculine.

SECTION 5.02 – SAVINGS PROVISION

In any of the terms and conditions of this Agreement are in violation of any state or federal law or court decision or decree, then, to the extent of any such violation, the affected provision of this Agreement shall be null and void and subject to discussion. If any part, provision, or section of this Agreement is declared null and void and/or unlawful, such declarations shall not in any way affect the remaining parts, provisions or sections of this Agreement.

SECTION 5.03 – PERIOD OF THE AGREEMENT

Except as otherwise specifically provided herein, this Agreement shall take effect upon execution by the parties and shall continue in full force and effect and shall expire on June 30, 2027,, and the City and the Union shall meet prior to its expiration date to negotiate a successor agreement. Over the course of the re-negotiation period, both parties will meet in good faith with the intent to reach an agreement. Should such an agreement not be reached within sixty (60) calendar days of the expiration of this Agreement, and should such an agreement not be deemed to be inevitable, either party may declare an impasse.

During impasse, this Agreement shall remain in full force and effect.

This CBA shall remain in effect during any negotiations and shall continue in force during the negotiations for a new agreement. In the event no agreement is reached by the end of the contract period, the Agreement shall remain in effect until either a new agreement is reached or until any impasse is resolved as set forth under Section 2.94(n) of Special Ordinance 6090.

SECTION 5.04 – REOPENING CLAUSE

Unless otherwise specified in this CBA, only through mutual agreement may the City and the Union reopen this CBA, in whole or in part, to renegotiate its provisions, to strike existing provisions, or to add new provisions.

SECTION 5.05 – NO STRIKE/NO LOCKOUT

It is agreed that there shall not be strikes, sit-downs, slow-downs, work stoppage or any related activity during the term of this Agreement. If any employee or group of employees represented by the Union should violate the intent of this section, the Union shall take immediate action to prevent such illegal acts and take necessary steps to that end, and normal work will be promptly and orderly resumed. The Union, in such case, will promptly notify the City and such Employee or Employees, in writing of its disapproval of such violation. Violation of the provision of this section shall be grounds for immediate discharge.

It is further agreed that union employees will not be required to cross picket lines at locations, for purposes other than performing the essential functions of their jobs.

SECTION 5.06 – CALENDAR DAYS

For purposes of this Agreement, when the last calendar day falls on a Saturday, Sunday or City holiday, then all notices and related materials will be considered timely if delivered on the next working day for City of Springfield administrative offices.

SECTION 5.07 – SUBSTITUTION OF UNION TITLE

For purposes of this Agreement, when the term "Shop Steward" is used in this Agreement, it means "District Vice President."

SECTION 5.08 – APPROVAL OF THE AGREEMENT

The following individuals by endorsing this Agreement represent that they are authorized to express the approval of the terms and provisions of this Agreement on behalf of the Union, the bargaining representative of the employees referred to above, and on behalf of the City's bargaining team.

_____	_____
Chad Davis, President IAFF Local 152	Jason Gage, City Manager City of Springfield
_____	_____
Date	Date

Certification that this July 1, 2024, IAFF CBA is within the purpose of any appropriation to which it is to be charged and that there is an unencumbered balance to the credit of such appropriation sufficient to pay therefor:

_____

David Holtmann, Director of Finance

Approved as to form:

_____

City Attorney or designee

EXPLANATION TO COUNCIL BILL 2024-109 (HOSMER)

FILED: 06/12/2024

ORIGINATING DEPARTMENT: Human Resources

TITLE: A special ordinance approving the Second Amendment to the July 1, 2022, collective bargaining agreement between the City of Springfield, Missouri, and the International Brotherhood of Electrical Workers AFL-CIO Union Number 753, the exclusive representative of a certain bargaining unit within the Crafts, Trades, and Labor employee group, representing changes resulting from wage reopener negotiations; authorizing the City Manager, or designee, to execute said agreement by and on behalf of the City of Springfield, Missouri, and providing additional authority.

PURPOSE: To approve the Second Amendment to the July 1, 2022, Collective Bargaining Agreement between the City and the International Brotherhood of Electrical Workers, Local No. 753 ("IBEW Local No. 753"), affiliated with the AFL-CIO, the Exclusive Representative of a certain Bargaining Unit within the Crafts, Trades and Labor ("CTL") Employee Group and to provide for pay adjustments for the CTL Union Salary Schedule; and authorize the City Manager, or his designee, on behalf of the City, to execute and deliver the Second Amendment to the Exclusive Representative.

BACKGROUND INFORMATION: In light of Missouri Supreme Court rulings, the City, without affecting or superseding the authority of the Missouri State Board of Mediation, established a framework for certain regular employees of the City to engage in collective bargaining. Pursuant to City Code Section 2-94, and Article XV: Wages of the July 1, 2022 Collective Bargaining Agreement between the City and IBEW Local No. 753 (the "CBA"), the City and IBEW Local No. 753, as the Exclusive Representative of a certain Bargaining Unit within the CTL Employee Group, conferred and discussed proposed changes to the CBA.

The Second Amendment attached to the Council Bill as "Exhibit 1," amends Article XV: "Wages" of the CBA and specifies the following:

Effective July 1, 2024, the City will fund the Merit Steps for all salary grades and active pay steps within the bargaining unit contained in the CTL Union Salary Schedules. Additionally, effective with the pay period starting July 14, 2024, with a corresponding pay date of August 1, 2024, the City will establish a new top step 12 at 2.5% above the current top step 11; will also establish a 2% occupational series market pay adjustment for the Aircraft Services Specialist and Aircraft Services Trainer, and they will be assigned to the newly established Aircraft Rescue Fire Fighting ("ARFF") occupational group; will also provide On-Call Assignment Pay at a flat rate of $25 per day limited to city flusher crews or other crews as approved by the department director and Human Resources Director; and finally will establish Guaranteed Overtime for

Aircraft Services Specialists who are held over past midnight (eligible time frame is between hours of midnight and 4:00 a.m.).

The remainder of Article XV: Wages shall remain unchanged.

The terms of the Second Amendment to the CBA were voluntarily agreed to with the City and IBEW Local No. 753 through the collective bargaining process, with IBEW Local No. 753 bargaining unit subsequently ratifying the Second Amendment on May 16, 2024. The Second Amendment is to be effective July 1, 2024.

REMARKS: The recommendations and explanations contained herein are consistent with City Council's policies. All costs associated with this Council bill are included in the proposed Fiscal Year 2025 budget. It is respectfully requested that City Council approve this Second Amendment to the CTL Collective Bargaining Agreement and authorize the City Manager, or designee, to execute the Second Amendment.

Submitted By: Darla Morrison, Director of Human Resources

Authorized for inclusion on the agenda pursuant to City Code section 2-33:

Attachments:
1. IBEW CTL 2nd Amendment _ Ord
2. Exh 1 - 2nd Am to IBEW CTL CBA
3. Exhibit 2A - 2Amendment to CITL CBA

One-rdg. _____
P. Hrngs. _____
Pgs. 8
Filed: 06-04-24

Sponsored by: Hosmer

First Reading: _____ Second Reading: _____

COUNCIL BILL 2024-109 SPECIAL ORDINANCE _____

AN ORDINANCE

APPROVING the Second Amendment to the July 1, 2022, collective bargaining agreement between the City of Springfield, Missouri, and the International Brotherhood of Electrical Workers AFL-CIO Union Number 753, the exclusive representative of a certain bargaining unit within the Crafts, Trades, and Labor employee group, representing changes resulting from wage reopener negotiations; authorizing the City Manager, or designee, to execute said agreement by and on behalf of the City of Springfield, Missouri, and providing additional authority.

WHEREAS, the City and the International Brotherhood of Electrical Workers AFL-CIO Union Number 753 ("IBEW") are parties to a July 1, 2022, Collective Bargaining Agreement ("CBA") regarding a bargaining unit within the City's Crafts, Trades, and Labor employee group; and

WHEREAS, the City established a team (the "City's team") for the purposes of acting as the City's exclusive agent in collective bargaining; and

WHEREAS, the IBEW and the City engaged in wage reopener negotiations and reached a tentative agreement to enter into a Second Amendment to the CBA to amend Article XV: "Wages" by adding a new Section 2, "Fiscal Year 2025 Wage Reopener Agreement," said Second Amendment being subject to approval by City Council; and

WHEREAS, the proposed Second Amendment to the CBA is now submitted to City Council for consideration and approval.

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

Section 1 – The Agreement with the International Brotherhood of Electrical Workers AFL-CIO Union Number 753, a true and accurate copy of said Agreement being attached hereto and incorporated as "Exhibit 1," by and the same is hereby approved.

Section 2 – City Manager, or designee, of the City of Springfield, Missouri, is hereby authorized and directed to execute said Agreement by and on behalf of the City.

Section 3 – The City Manager, or designee, is hereby authorized to take such action and execute such other documents as may be necessary or desirable to carry out and comply with the intent of this Ordinance, including documents to clarify the interpretation of said Agreement, provided that any such documents are approved as to form by the City Attorney.

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

Passed at meeting: _____

_____
Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: _____, Assistant City Attorney

Approved for Council action: _____, City Manager

Exhibit 1

Second Amendment To The July 1, 2022, Collective Bargaining Agreement Between The City Of Springfield, Missouri, And The International Brotherhood Of Electrical Workers AFL-CIO Union Number 753, Exclusive Representative Of The Bargaining Unit Employees In The Crafts, Trades, And Labor Employee Group

This Second Amendment ("Second Amendment") is to the July 1, 2022, collective bargaining agreement (CBA) between the City of Springfield, Missouri ("City"), and the International Brotherhood Of Electrical Workers AFL-CIO Union Number 753 ("IBEW"), exclusive representative of the bargaining unit employees in the Crafts, Trades, and Labor employee group.

Whereas, the City and IBEW are parties to a July 1, 2022, CBA regarding the bargaining unit defined in the CBA, and the CBA was previously amended by a First Amendment;

Whereas, the City and IBEW engaged in wage reopener negotiations and reached a tentative agreement to amend Article XV: Wages by adding a new Section 2 titled "Fiscal Year 2025 Wage Reopener Agreement" to be effective July 1, 2024; and

NOW therefore, in consideration of the foregoing, and contingent upon approval and authorization from City Council and execution by both parties, the parties agree to amend Article XV "Wages" of the CBA by adding one new section to that article: "Section 2. Fiscal Year 2025 Wage Reopener Agreement" as set forth below (additions are listed in *italics,* deletions are ~~stricken~~*)*:

Article XV: Wages

Section 2, Fiscal Year 2025 Wage Reopener Agreement

a. *Effective July 1, 2024, the City will fund the Merit Steps for all salary grades within the Bargaining Unit contained in the Crafts, Trades, and Labor Union Salary Schedule.*
b. *Effective July 14, 2024, the City will create a new top step, 12, for all grades on the Crafts, Trades, and Labor Union Salary Schedule. For each respective grade, the base pay rate of the new step 12 shall be approximately 2.5% higher than current step 11's base pay rate for that grade. Those bargaining unit members at step 11 as of July 13, 2024, will be moved to the new step 12 on July 14, 2024.*
c. *The parties agree that the new top step set forth in (b) is reflected in the new Crafts, Trades, and Labor Union Salary Schedule that is attached hereto as Exhibit 2A and incorporated herein.*
d. *Starting July 14, 2024, when an employee is required to be on-call by the City, they shall receive one (1) payment of $25.00 for every calendar day they are on-call. If an employee is required to report to a City facility while on-call they shall be guaranteed a minimum of four (4) hours of emergency call-in pay, which shall be calculated at the overtime rate. The one (1) hour on-call pay shall not be paid for the same day an employee receives four (4) hours of emergency call-in pay.*

a. *In the event an individual who is scheduled to be on-call is unable to be on-call due to unforeseen circumstances (such as being sick or due to an emergency), then that employee shall notify the City as soon as possible and will not receive the $25 pay for that day. In such an instance, if a member of the bargaining unit is assigned to be on-call and is not required to report to a City facility, then that individual will receive the $25 pay for that day.*
b. *For the purposes of this section, "on-call" means those instances where the City has specifically scheduled an individual to be on call on a particular day who must stay within a particular response area/time when on-call. Currently, only certain positions on the City's Flusher crew are included in this on-call section. Any additional positions that will benefit from the on-call pay must first be approved in writing by the Director of Human Resources and the department head of the applicable department that the position at issue is located in.*

e. *The City will establish a new occupational series group that will include the Aircraft Services Specialist and Aircraft Services Trainer positions and will have an occupational market adjustment of two percent (2%). The adjustment will be effective July 14, 2024.*
f. *Effective July 14, 2024, any Aircraft Services Specialist who is required to work beyond a regular shift that is scheduled to end at midnight, shall be paid guaranteed overtime for any time worked between midnight and 4:00 a.m.*
g. *The City's salary ordinance shall be amended to incorporate these agreed to changes.*
h. *The City will amend its Merit Rules to add the day after Thanksgiving as a paid holiday.*

Missouri Firefighter Critical Illness Pool

The Missouri Firefighter Critical Illness Pool (CIP) is authorized by 320.400 RSMo. For calendar year 2024, the City shall participate in the CIP and will cover one hundred percent (100%) of the annual calendar year cost of CIP premiums for eligible bargaining unit employees.

In succeeding years, there shall be a "Maximum Contribution" amount set at $250 per eligible bargaining unit employee, to be adjusted annually at a rate of one and one-half (1.5) times the percentage increase for the previous twelve-month period, using the index month for December of that year, in the Consumer Price Index (CPI). The CPI shall be the Consumer Price Index for all Urban Consumers (CPI-U), U.S. City Average, all items, not seasonally adjusted, published by the Bureau of Labor Statistics of the U.S. If the cost to fund enrollment in the CIP in any year exceeds the Maximum Contribution:

1. The City shall voluntarily increase its contribution above the Maximum Contribution without prejudicing its right to exercise other options. If the City voluntarily increases its contribution in any given year, doing so shall not create a new Maximum Contribution amount and shall not create an enforceable past practice or precedent; or

2. The City shall offer the Union a reopener to discuss the possibility of the Union contributing to the cost that is above the "Maximum Contribution: of the coverage and/or to discuss utilizing amounts normally set aside for wage increases to contribute toward the cost of coverage, or the Union may choose to reduce the maximum

benefit/coverage level to a lower cost benefit/coverage level – if no agreement is reached, the City may withdraw from the CIP.

_____	_____
Brian Brawley, Business Manager IBEW, Local 753	Jason Gage, City Manager City of Springfield
_____	_____
Date	Date

Certification that this Second Amendment to the July 1, 2022, IBEW CBA is within the purpose of any appropriation to which it is to be charged and that there is an unencumbered balance to the credit of such appropriation sufficient to pay therefor:

_____
David Holtmann, Director of Finance

Approved as to form:

_____
City Attorney or designee

CITY OF SPRINGFIELD, MO
Human Resources Department
CRAFTS, TRADES AND LABOR (CTL) UNION SALARY SCHEDULE

Exhibit 2A

SALARY CHANGE: **New Top Step 12 at 2.5% Above Step 11 to All Grades**

EFFECTIVE DATE: 7/14/2024

GRADE	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11	STEP 12	GRADE
CTL 1				1,243.20 15.54 32,323.20	1,305.60 16.32 33,945.60	1,363.20 17.04 35,443.20	1,433.60 17.92 37,273.60	1,506.40 18.83 39,166.40	1,581.60 19.77 41,121.60	1,621.60 20.27 42,161.60	CTL1
CTL 2			1,249.60 15.62 32,489.60	1,312.00 16.40 34,112.00	1,378.40 17.23 35,838.40	1,439.20 17.99 37,419.20	1,512.00 18.90 39,312.00	1,588.00 19.85 41,288.00	1,667.20 20.84 43,347.20	1,709.60 21.37 44,449.60	CTL 2
CTL 3			1,302.40 16.28 33,862.40	1,367.20 17.09 35,547.20	1,436.00 17.95 37,336.00	1,498.40 18.73 38,958.40	1,574.40 19.68 40,934.40	1,653.60 20.67 42,993.60	1,736.80 21.71 45,156.80	1,780.80 22.26 46,300.80	CTL 3
CTL 4			1,364.00 17.05 35,464.00	1,432.00 17.90 37,232.00	1,504.00 18.80 39,104.00	1,568.00 19.60 40,768.00	1,648.80 20.61 42,868.80	1,731.20 21.64 45,011.20	1,818.40 22.73 47,278.40	1,864.00 23.30 48,464.00	CTL 4
CTL 5			1,392.00 17.40 36,192.00	1,461.60 18.27 38,001.60	1,535.20 19.19 39,915.20	1,601.60 20.02 41,641.60	1,683.20 21.04 43,763.20	1,768.00 22.10 45,968.00	1,856.80 23.21 48,276.80	1,904.00 23.80 49,504.00	CTL 5
CTL 6		1,386.40 17.33 36,046.40	1,456.00 18.20 37,856.00	1,528.80 19.11 39,748.80	1,604.80 20.06 41,724.80	1,673.60 20.92 43,513.60	1,759.20 21.99 45,739.20	1,847.20 23.09 48,027.20	1,940.00 24.25 50,440.00	1,988.80 24.86 51,708.80	CTL 6
CTL 7	1,387.20 17.34 36,067.20	1,456.80 18.21 37,876.80	1,529.60 19.12 39,769.60	1,605.60 20.07 41,745.60	1,686.40 21.08 43,846.40	1,759.20 21.99 45,739.20	1,848.80 23.11 48,068.80	1,941.60 24.27 50,481.60	2,040.00 25.50 53,040.00	2,091.20 26.14 54,371.20	CTL 7
CTL 8	1,452.00 18.15 37,752.00	1,524.00 19.05 39,624.00	1,600.00 20.00 41,600.00	1,680.80 21.01 43,700.80	1,764.80 22.06 45,884.80	1,840.80 23.01 47,860.80	1,934.40 24.18 50,294.40	2,031.20 25.39 52,811.20	2,133.60 26.67 55,473.60	2,187.20 27.34 56,867.20	CTL 8
CTL 9	1,535.20 19.19 39,915.20	1,611.20 20.14 41,891.20	1,692.00 21.15 43,992.00	1,776.80 22.21 46,196.80	1,865.60 23.32 48,505.60	1,945.60 24.32 50,585.60	2,044.80 25.56 53,164.80	2,147.20 26.84 55,827.20	2,255.20 28.19 58,635.20	2,312.00 28.90 60,112.00	CTL 9
CTL 10	1,620.00 20.25 42,120.00	1,700.00 21.25 44,200.00	1,784.80 22.31 46,404.80	1,874.40 23.43 48,734.40	1,968.00 24.60 51,168.00	2,053.60 25.67 53,393.60	2,157.60 26.97 56,097.60	2,265.60 28.32 58,905.60	2,379.20 29.74 61,859.20	2,439.20 30.49 63,419.20	CTL 10
CTL 11	1,689.60 21.12 43,929.60	1,774.40 22.18 46,134.40	1,863.20 23.29 48,443.20	1,956.00 24.45 50,856.00	2,053.60 25.67 53,393.60	2,142.40 26.78 55,702.40	2,252.00 28.15 58,552.00	2,364.80 29.56 61,484.80	2,483.20 31.04 64,563.20	2,545.60 31.82 66,185.60	CTL 11
CTL 12	1,748.00 21.85 45,448.00	1,835.20 22.94 47,715.20	1,927.20 24.09 50,107.20	2,023.20 25.29 52,603.20	2,124.80 26.56 55,244.80	2,216.80 27.71 57,636.80	2,329.60 29.12 60,569.60	2,446.40 30.58 63,606.40	2,568.80 32.11 66,788.80	2,633.60 32.92 68,473.60	CTL 12
CTL 13	1,822.40 22.78 47,382.40	1,914.40 23.93 49,774.40	2,009.60 25.12 52,249.60	2,110.40 26.38 54,870.40	2,216.00 27.70 57,616.00	2,312.00 28.90 60,112.00	2,429.60 30.37 63,169.60	2,551.20 31.89 66,331.20	2,679.20 33.49 69,659.20	2,746.40 34.33 71,406.40	CTL 13

EXPLANATION TO COUNCIL BILL 2024-110 (HARDINGER)

FILED: 06/12/2024

ORIGINATING DEPARTMENT: Human Resources

TITLE: A special ordinance approving a collective bargaining agreement by and between the City of Springfield, Missouri, and the International Brotherhood of Electrical Workers AFL-CIO Union Number 753, the Exclusive Representative of a certain Bargaining Unit within the Professional, Administrative, and Technical Employee group; authorizing the City Manager, or designee, to execute said agreement by and on behalf of the City of Springfield, Missouri, and providing additional authority.

PURPOSE: To approve a Collective Bargaining Agreement between the City and the International Brotherhood of Electrical Workers, Local Number 753 affiliated with the AFL-CIO, the Exclusive Representative of a certain Bargaining Unit consisting of limited employees within the Professional, Administrative and Technical IBEW Union Salary Schedule, delineating results of collective bargaining negotiations and authorizing the City Manager, or designee, on behalf of the City, to execute and deliver the Collective Bargaining Agreement, effective July 1, 2024, to the Exclusive Representative.

BACKGROUND INFORMATION: In light of the Missouri Supreme Court's rulings, the City, without affecting or superseding the authority of the Missouri State Board of Mediation, established a framework for certain regular employees of the City to engage in collective bargaining. Pursuant to City Code section 2-94, the City and the International Brotherhood of Electrical Workers, Local Number 753 affiliated with the AFL-CIO ("IBEW Local Number 753"), the Exclusive Representative for a Bargaining Unit consisting of limited employees within the Professional, Administrative and Technical Employee Group, conferred and discussed the provisions of the new agreement. The agreement attached to the Council Bill as "Exhibit 1" reflects all agreements reached voluntarily through the collective bargaining process. The agreement is to be effective July 1, 2024, (assuming execution by the parties on or before then) and valid through June 30, 2027.

REMARKS: The recommendations and explanations contained herein are consistent with Council's policies.

It is respectfully requested that City Council approve the Collective Bargaining Agreement with an effective date of July 1, 2024.

Submitted By: Darla Morrison, Director of Human Resources

Authorized for inclusion on the agenda pursuant to City Code section 2-33:

Attachments:

1. IBEW PAT CBA_Ord
2. Ex. 1 IBEW-PAT CBA FINAL

One-rdg. _____
P. Hrngs. _____
Pgs. 40
Filed: 06-04-24

Sponsored by: Hardinger

First Reading: _____ Second Reading: _____

COUNCIL BILL 2024-110 SPECIAL ORDINANCE _____

AN ORDINANCE

APPROVING a collective bargaining agreement by and between the City of Springfield, Missouri, and the International Brotherhood of Electrical Workers AFL-CIO Union Number 753, the Exclusive Representative of a certain Bargaining Unit within the Professional, Administrative, and Technical Employee group; authorizing the City Manager, or designee, to execute said agreement by and on behalf of the City of Springfield, Missouri, and providing additional authority.

_____

WHEREAS, the City of Springfield, Missouri, (the "City") has an established framework for certain City employees to engage in collective bargaining, and this established framework is set forth in Springfield City Code Section 2-94; and

WHEREAS, the City recognizes the International Brotherhood of Electrical Workers AFL-CIO Union Number 753 ("IBEW") as the sole collective bargaining representative of a bargaining unit consisting of certain classifications listed on the April 6, 2017, certification issued by the Missouri State Board of Mediation in Public Case No. R 2017-012 as well as those additional classifications recognized by the City and set forth in the new, proposed collective bargaining agreement; and

WHEREAS, the City established a team (the "City's team") for the purposes of collectively bargaining as the exclusive agent for the City; and

WHEREAS, the City's team met with the IBEW to discuss wages, benefits, and other terms and conditions of employment in order to reach a mutually satisfactory proposed collective bargaining agreement; and

WHEREAS, the City's team and the IBEW reached a tentative agreement on a proposed collective bargaining agreement to be effective July 1, 2024, said agreement being subject to ratification by the bargaining unit and approval by City Council; and

WHEREAS, on May 16, 2024, the bargaining unit ratified the proposed collective bargaining agreement; and

WHEREAS, the proposed collective bargaining agreement is now submitted to City Council for consideration and approval.

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

Section 1 – The Agreement with the International Brotherhood of Electrical Workers AFL-CIO Union Number 753, a true and accurate copy of said Agreement being attached hereto and incorporated as "Exhibit 1," by and the same is hereby approved.

Section 2 – City Manager, or designee, of the City of Springfield, Missouri, is hereby authorized and directed to execute said Agreement by and on behalf of the City.

Section 3 –City Manager, or designee, is hereby authorized to take such action and execute such other documents as many be necessary or desirable to carry out and comply with the intent of this Ordinance, including documents to clarify the interpretation of said Agreement, provided that any such documents are approved as to form by the City Attorney.

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

Passed at meeting: _____

_____
Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: _____, Assistant City Attorney

Approved for Council action: _____, City Manager

Exhibit 1

Collective Bargaining Agreement Between:

The City of Springfield, Missouri

and

International Brotherhood of Electrical Workers AFL-CIO Union Number 753, Exclusive Representative of Limited Employees in the Professional, Administrative, and Technical (PAT) Employee Group

Effective Date: July 1, 2024

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Article I: Collective Bargaining Agreement

This Collective Bargaining Agreement (CBA) sets forth the results of completed negotiations between the City of Springfield, Missouri ("City") and the Bargaining Unit (as defined in Article VI) within the Professional, Administrative, and Technical (PAT) which is represented by the International Brotherhood of Electrical Workers, Local No. 753 affiliated with the AFL-CIO ("Union").

Article II: Purpose of Agreement

The City and the Union desiring to define their respective rights, duties, and obligations concerning wages, hours, rules, and other conditions of employment, for certain employees of the City, have agreed that this Agreement records the results of completed negotiations.

Article III: Efficiency and Loyalty

The City and the employees recognize that public acceptance of our performance and service is paramount for harmonious community relations. The employees and the public have an obligation to each other since economic and social well-being of the community is in part dependent upon the public works services furnished by the City. The City, the employees, and the community will benefit by attempting to settle differences by a balanced best interest approach.

Article IV: Severability

If any provision of this Agreement is in violation of or conflicts with any City Ordinance, the City Charter, or any State or Federal law now in effect or hereinafter to become effective, the remainder of the Agreement shall not be affected thereby.

However, the parties agree to meet as soon as possible and negotiate a replacement clause for that portion determined to be in violation of City Ordinance, State, or Federal law.

Article V: Equal Employment Opportunity /ADA/FMLA

The parties recognize the need for compliance with applicable state and federal law, including but not limited to, the Americans with Disabilities Act (ADA) and the Family & Medical Leave Act of 1993 (FMLA).

The City and the Union will not discriminate against any employee or applicant for employment because of age, sex, race, creed, color, status as a qualified individual with a disability, religion, sexual orientation, gender identity, status as a protected veteran, or national origin, including any obligation to reasonably accommodate a qualifying disability under the ADA.

In addition, neither the City nor the Union shall interfere with the right of employees covered by this CBA to become or not become members of the Union, and there shall be no discrimination against any such employees because of lawful Union membership or non-membership activity or status.

Article VI: Duration and Termination

This CBA shall take effect as of July 1, 2024, and shall continue in full force and effect to and including June 30, 2027, and the City and the Union shall meet at least ninety (90) days prior to its expiration date to negotiate a successor agreement. Over the course of the re-negotiation period, the parties agree to meet in good faith with the intent to reach an agreement.

This CBA shall remain in effect during the negotiations for a new agreement. In the event no agreement is reached by the end of the contract period, the agreement shall remain in full force and effect until such time as the parties enter into a new agreement.

It is understood that changes mutually agreed to in writing by the authorized representatives of the parties may be made at any time provided that the same is ratified by the Union and City Council if required.

Article VII: Recognition

Definition of Bargaining Unit. As certified by the Missouri State Board of Mediation on April 6 2017, and as further understood by the parties to this CBA, the Unit described below employed by the City of Springfield Missouri, selected Local 753 International Brotherhood of Electrical Workers, AFL-CIO, as their exclusive bargaining representative in Public Case No. R 2017-012.

Bargaining Unit: All classifications shown below, and any new Professional, Administrative & Technical (PAT) classification or job title created by the City after April 6, 2017, so long as such new classification or job title shares substantially similar core functions, skills and responsibilities as an existing classification or job title already within the Unit, working in the City of Springfield Environmental Services and/or Public Works Departments on the PAT pay schedule; excluding all classifications at the City not shown below or otherwise in the Unit (as defined above), including exclusion of, all probationary, contract, provisional, emergency and temporary employees of the City; all employees on the PAT pay schedule, including supervisory employees, not shown below or in the Unit as defined; and all employees of the LES, FPS, CTL, and DHS pay schedules of the City. Further, the Unit shall not include new supervisory classifications or job titles created after April 6, 2017.

The classifications included in the certification at the time of this Agreement are as follows:

Assistant Wastewater Video Technician	Mapping & Reprographics Technician
Collection Center Technician	Senior Street & Sewer Const. Inspector
Collection System Monitoring Technician	Signal Crew Worker
Environmental Compliance Inspector	Signal Technician
Environmental Compliance Specialist	Street & Sewer Const. Inspector
Inflow & Infiltration Technician	Traffic Technician I
Inflow and Infiltration Evaluator	Traffic Technician II
Maintenance Engineering Technician	Senior Signal Technician
Northwest Treatment Plant Senior Operator	Signal Trainee

Plant Operator Trainee

Plant Operator II

Plant Operator III

Senior Street & Sewer Const. Inspector

Senior Inflow & Infiltration Technician

Wastewater Video Technician

Wastewater Video Technician Trainee

Water Pollution Control Inspector

Water Pollution Control inspector II

Since the certification by the State Board of Mediation, new classifications have been added to the Unit. These new classifications share substantially similar core functions, skills and responsibilities as an existing classification or job title already within the Unit. The new classifications that have been added to the Unit are:

Street and Sewer Construction Technician
Senior Collections Systems Monitoring Technician
Environmental Compliance Technician

The City recognizes the Union as the exclusive bargaining representative of all employees within the Bargaining Unit. This Agreement shall be binding upon the City of Springfield, MO and upon all employees in the above designated Bargaining Unit.

Article VIII: Union Security – Checkoff

Section 1. New Hires

In early February and in early August, the City will provide a report to the Union containing the names of all employees hired into positions that will fall within the Bargaining Unit once the applicable probationary period has ended. In addition to the name of each such employee, the list will also include the employee number, job classification, salary grade, and department that the employee is assigned to. Additionally, as part of its new hire process, the City will provide to new hires, whose position will fall within the bargaining unit once an applicable probationary period has ended, a document provided by the Union and mutually agreed upon by the City, stating that absent instruction from the new hire, the City will share his or her address with the Union.

Section 2. Dues Deduction

Employees in the Bargaining Unit may authorize payroll deductions for the purpose of paying Union dues. Upon the Union providing an employee's appropriate written authorization to the City, the City will deduct from the employee's paycheck, bi-weekly (or every other week), Union dues, in a specific dollar amount of dues in effect at that time. The written authorization shall be on a form or forms mutually agreed upon and shall be fully filled out and properly executed by the employee prior to the Union providing said authorization to the City of an authorized dues deduction. The City agrees that it shall accept the dues authorization in either hard copy or electronic format. The current agreed to written authorization is attached to this Agreement as Exhibit A. The Union shall also provide to the City a spreadsheet, mutually agreed to, summarizing the authorized deductions in a specific dollar amount for each employee.

In early February and in early August, the City will provide a report to the Union containing the names of all employees currently within the Bargaining Unit, their employee number, current job classification, pay rate, and salary grade.

If the Union presents the City with information setting forth different amounts to be withheld for dues, and that information is provided by the fifteenth (15th) day of the preceding calendar month, then the City will change the specific dollar amount of dues to be deducted during the first payroll of March and September.

An employee may begin having dues deducted at the beginning of any calendar month provided that the City receives the appropriate written authorization described herein by the fifteenth (15th) day of the preceding calendar month, and provided that the Union notifies the City of the specific dollar amount of dues in effect at that time and includes the specific dollar amount on the dues deduction form.

An employee who is paying Union dues pursuant to a written authorized deduction by the employee as of the date of this Agreement, or who begins to pay Union dues pursuant to a written authorized deduction thereafter, shall continue to do so unless revoked by written notification from the employee to the Union. The Union will indemnify, defend and hold the City harmless against any and all claims, demands, lawsuits, or other forms of liability or cost, including attorney fees that may arise out of or be the reason of action taken by the City in making payroll deductions.

No employee shall be discharged or discriminated against by the City or the Union because of the exercise of his or her freedom to join or refrain from joining the Union; nor shall any person or group of persons, by intimidation or coercion, compel or attempt to compel any employee to join or refrain from joining the Union.

Article IX: No Strike – No Lockout

It is agreed that during the life of the Agreement there shall be no lockout on the part of the City and no strike, work stoppage, concerted sick leave action, slowdown, or other interruption of work on the part of the Union, or employees within the Bargaining Unit, during the term of this Agreement.

The Union and the employees within the Bargaining Unit will not encourage, sanction, or approve any strike, work stoppage, concerted sick leave action, sympathetic action, slowdown or other interruption of work during the life of this Agreement. On the contrary, upon written notification by the City, the Union will actively discourage any job action (including strikes, work stoppages, sick leave action, sympathetic action, slowdowns, or other interruptions of work), and will within three (3) hours of written notice from the City, confront any members engaged in any overt or threatened display of such job action, state to the employees (with a written copy of said notice provided to the City), that such job action is unauthorized, and inform said members that they may be subject to disciplinary action by the City.

Article X: Management Rights

The City retains all rights with respect to decisions and actions affecting the operation and management of the City. Within the scope of authority delegated by the City, Management rights shall include but not be limited to, the right to:

A. Hire, promote, transfer, assign, suspend, demote, and discipline, up to and including discharge for just cause, provided the same is conducted in accordance with the Merit Rules and City Charter.

B. To increase or decrease the work force;

C. To determine and implement the methods, means, personnel, and schedules by which the efficiency of the City's operations are to be maintained;

D. To establish, revise, and implement safety and health standards;

E. It is the general policy of the City to continue to utilize Bargaining Unit employees to perform work they presently perform. If, in the interest of improved operations, the City wishes to transfer bargaining unit work outside of the bargaining unit, it shall notify the Union in advance and meet and discuss with the Union alternatives to the proposed removal of bargaining unit work. Subject to the foregoing, the City may transfer work after discussing it with the Union if the City determines that no other reasonable alternatives exist;

F. To discontinue any and all parts of its operations;

G. To transfer work within the Bargaining Unit;

H. To determine the need for additional educational courses, training programs, on-the-job training, and cross training, and implementation of same;

I. Assign any employees to such duties (subject to sufficient qualifications) for such time period as Management deems necessary;

J. To establish, eliminate or modify new or existing job classifications and job descriptions;

K. Adopt and enforce any rules, regulations, policies, and procedures governing the conduct of its work force; provided, however, such rules, regulations, policies, and procedures shall be uniformly and equitably enforced;

L. None of the foregoing expressed rights of Management are to be exercised in contradiction to the other parts of this Agreement.

The Union recognizes the Merit Rules and Administrative Memorandums issued by the City Manager, the "Salary Ordinance," other City Ordinances, and the City Charter of the City of Springfield in effect at the date and time this CBA is ratified (and as may be modified from time to time), with the exclusion of any provisions expressly identified within this CBA. The Union further recognizes Department Policies & Procedures in effect at the date and time this CBA is ratified (and as may be modified from time to time), with the exclusion of any provisions expressly identified within this CBA.

If the City makes changes to the Merit Rules, Salary Ordinance, other City Ordinances, the Charter, or policies that impact the wages, hours, and working conditions of the bargaining unit, these changes shall be subject to impact bargaining.

Article XI: Union Stewards and Representation

Section 1. Union Stewards

The City recognizes the right of the Union to designate Stewards under the terms of this Agreement. The City agrees to recognize up to five (5) employees within the Bargaining Unit to serve as Stewards. The Steward, as a representative of the Union, shall be instructed as to the nature of their responsibilities both in representing the employees to the City and in interpreting the provisions of this Agreement to the employees. There shall be no discrimination by the Employer against the Stewards because of their performance of duties as Steward.

Stewards shall perform their functions on non-working time whenever possible. However, the parties recognize this will not always be possible or desirable. When circumstances compel that the Steward perform their functions on working time, they will do so in such a manner as not to unreasonably conflict with either their own duties or the duties of others. In all cases, during working hours, the Steward shall inform the Department Head of where they are going and the grievance which is involved and obtain permission before leaving their own work assignment or interrupting the work of another employee. Any steward acting as a member of the bargaining unit's observer during that member's grievance or disciplinary hearing, shall not be required to use personal leave provided that the amount of time spent for such activities does not exceed four (4) hours per month. For any additional time needed per month, the use of personal leave by the employee shall be required.

Stewards may be called upon to attend Steward training which may require their absence from duty with the City. Any Steward may be allowed up to two shifts per calendar year to attend any such training provided that the Steward provides at least seven (7) calendar days' notice; and provided that permission is granted by a proper representative of the City. If proposed training will result in the employee missing a shift, then the Union shall provide the City with information regarding the proposed training for the City's approval, which will not be unreasonably withheld. Any such absence will be without pay. The Union recognizes that a Steward's absence may have a detrimental impact on the ability of a City crew to perform work functions, and therefore, the Union agrees to schedule Steward training outside of normal work hours when reasonably possible.

Section 2. Payment During Negotiations

The City shall pay no more than four (4) employees, as designated by the Union, during negotiations. The Union shall bear the responsibility of compensating any additional employees it wishes to have attend negotiations. Additionally, if the Union wishes to have more than four employees participate, the Union agrees it will confer with the City and mutually agree to any number in excess of four employees so that operations are not effected.

Any employee attending a negotiation session shall request and receive permission from their supervisor before attending. Payment for all negotiations or discussions will be for normal scheduled pay only and such hours shall not be included for overtime purposes.

The employee will normally be paid for negotiations on the basis of up to one-half (1/2) hour before the scheduled start of any session and continuing up to one-half (1/2) hour following the end of any session, less any meal times taken during any session, but in no event for more than six (6) hours per day and then only for such part falling within the employee's normal work day.

Article XII: Union Representatives and Bulletin Boards

Section 1. Access to Premises

Authorized representatives of the Union shall have reasonable access to the work locations of the City before or after shifts, or during non-working hours, provided such access does not interfere with the efficient operation of the City, and the Director of Human Resources is notified of entry to the work locations.

Section 2. Bulletin Board

The City shall provide bulletin boards at mutually agreed to locations in areas accessible to all members for the purpose of posting Union notices and other relevant information. Any and all postings shall comply with any and all City notices, memorandums, policies, or rules, related to appropriate and acceptable content as issued by the City, and as may be amended from time to time.

Article XIII: Labor-Management Meetings

The Union and the City mutually agree that in the interest of efficient management and harmonious employee relations, it is desirable that meetings be held from time to time between the Union and the City. Such meetings will be held up to four (4) times per year. Should either party desire a meeting, it should request a meeting at least seven (7) days in advance, and the meeting shall be held at a time so as to not negatively impact work activity and efficiency. Regardless, should a matter of significance arise that both parties mutually agree warrants a special meeting, a special meeting will be held.

It is expressly understood and agreed that such meetings shall be exclusive of the grievance procedure. Grievances being processed under the grievance procedure shall not be discussed at labor-management meetings.

Up to two (2) stewards appointed by the Union, and knowledgeable in the respective area to be discussed, may attend any labor-management meeting without loss of pay (for up to two (2) hours) if the meeting is scheduled during the member's normal duty time. Supervisors shall approve the absence except in emergency situations.

The parties acknowledge that the Union has raised concerns regarding the alarm notification process at the Northwest Treatment Plant that involves certain employees at the Northwest Treatment Plant. Specifically, the issue surrounds alarm notifications received by employees on cell phones. The parties further acknowledge that the City is introducing a new process regarding such alarm notifications. If in July of 2024, the Union still has concerns regarding the alarm notification procedure, then the parties agree to meet in labor management meetings to discuss such concerns. Such meetings will be limited to issues regarding the alarm notification process and will not include discussions regarding whether such employees are required to be on-call. The parties may execute any agreement reached by the parties as a result of this process.

Article XIV: Employee Benefits

Section 1. Court Appearance

An employee within the Bargaining Unit will be allowed to be absent for actual time required while appearing in response to a subpoena by any court provided that the employee has adequate leave and provides at least seven (7) calendar days' notice to his or her supervisor. Documentation of the subpoena may be required by the supervisor in his or her discretion.

Any time an employee is required to appear in court at the request of the Attorney for the City of Springfield, the employee will be paid at the applicable wage rate.

Section 2. Employee's Injuries and Disabilities

If an employee within the Bargaining Unit is injured while on duty, the City will work with the employee to return the employee to work in the same classification with the same seniority rights; provided, that there is no break in service and provided that such employee is physically able to return to the same work.

Section 3. Licensing and Certification Benefits

An employee within the Bargaining Unit who is required to have a Missouri Commercial Driver's License (CDL) to operate a City vehicle as part of their required job duties, and an employee who is required to have professional licensures or professional certifications that are job related and required as part of their job duties, will be reimbursed for the cost of acquiring a CDL, professional licensure, or professional certification if acquired after the first date of employment with the City, and will be reimbursed thereafter for any additional required endorsement or renewal thereof regardless of when their CDL, professional licensure, or professional certification was first acquired. It is understood by both parties that this provision does not require the City to reimburse any employee for the cost of a state issued driver's license.

Section 4. Cold Weather/Inclement Weather Gear

In addition to the parameters of Administrative Memorandum No. 25, Clothing Allowance, employees performing job assignments outdoors during the winter months, or during inclement weather, will be eligible for City issuance of insulated outer-wear or foul weather gear upon initial employment and thereafter, as needed, due to normal circumstances necessitating replacement.

Article XV: Wages

The economic package for the Union (IBEW Local 753) for Fiscal Year 2025 shall include:

(a) Effective July 1, 2024, the City will fund the Merit Steps for all Salary Grades associated with the Union classifications within the bargaining unit and contained in the Professional, Administrative, and Technical (PAT) IBEW Union Salary Schedule.

(b) Effective July 14, 2024, with a corresponding pay date of August 1, 2024, the City will create a new Step 12 for all Salary Grades within the Bargaining Unit contained in the Professional, Technical, and Administrative (PAT) IBEW Union Salary Schedule that will include a base amount of two and one half percent (2.5%) increase above the base amount of the previous top step (Step 11). Those employees within the bargaining unit who are at the current top step (11) as of July 13, 2024, will automatically be moved to the new top step 12 on July 14, 2024.

(c) Prior to November 1, 2024, the City will amend its Merit Rules to include the day after Thanksgiving as a paid holiday.

(d) The Union may notify the City of its desire to engage in wage reopener negotiations for Fiscal Year 2026 at least thirty (30) days before the commencement of such successor negotiations. The dates for negotiations shall be set by or before March 1, 2025. Should the Union request it before the commencement of negotiations, the City shall provide the Union a cost analysis of the current wages and benefits of the bargaining unit and a projection of the cost of funding the Merit Steps.

(e) The Union may notify the City of its desire to engage in wage reopener negotiations for Fiscal Year 2027 at least thirty (30) days before the commencement of such successor negotiations. The dates for negotiations shall be set by or before March 1, 2026. Should the Union request it before the commencement of negotiations, the City shall provide the Union a cost analysis of the current wages and benefits of the bargaining unit and a projection of the cost of funding the Merit Steps.

Section 1. Mileage Reimbursement

The City will pay guaranteed mileage reimbursement at the then current IRS rate for use of a personal vehicle when responding to an emergency call in. Any claim for mileage reimbursement must be submitted by the end of the pay period that immediately follows the pay period in which the mileage was incurred. The City reserves the right to deny any claim for reimbursement that is not timely filed.

Section 2. On-Call and Reporting Pay

Starting July 14, 2024, when an employee is required to be on-call by the City, they shall receive one (1) payment of $30.00 for every calendar day they are on-call. If an employee is required to report to a City facility while on-call they shall be guaranteed a minimum of four (4) hours of reporting pay, which shall be calculated at the overtime rate. An on-call employee who is required to report to a City facility shall be paid mileage reimbursement at the applicable mileage reimbursement rate. The one (1) hour on-call pay shall not be paid for the same day an employee receives four (4) hours of reporting pay.

In the event an individual who is scheduled to be on-call is unable to be on-call due to unforeseen circumstances (such as being sick or due to an emergency), then that employee shall notify the City as soon as possible and will not receive the $30 pay for that day. In such an instance, if a member of the bargaining unit is assigned to be on-call and is not required to report to a City facility, then that individual will receive the $30 pay for that day.

For the purposes of this section, “on-call” means those instances where the City has specifically scheduled an individual to be on call on a particular day who must stay within a particular response area/time when on-call. Currently, those areas that are subject to on-call are certain positions at the Northwest Treatment Plant and the Signal Shop. Any additional positions that will benefit from the on-call pay must first be approved in writing by the Director of Human Resources and the department head of either Public Works or Environmental Services.

Article XVI: General Work Provisions

Section 1. Out of Title Review

If an employee acts in a classification higher than his or her present classification, other than as supervisor, in excess of sixty percent (60%) of his or her regular work hours in any twelve (12) month period, he or she may request a review of the out-of-title appointment.

Section 2. Trading of Shifts

A shift employee may occasionally trade shifts with another shift employee in the same classification, upon prior approval by the supervisor(s) involved; provided, that no additional overtime payment results due to this trade.

Section 3. Inclement Weather and Guaranteed Overtime

The parties agree that during periods of inclement weather and/or natural disasters, the City may either assign bargaining unit members or ask for volunteers within the bargaining unit to work associated with addressing inclement weather. The City agrees that during periods of inclement weather and/or natural disasters, non-exempt, qualified Bargaining Unit members who either volunteer for or are assigned to tasks which are associated with addressing inclement weather and/or natural disasters (such as snowplowing of streets, tornado clean up, etc.) shall be paid guaranteed overtime at time and half rate for time worked on such tasks that is beyond the member's regularly scheduled shift (regardless of whether the member has worked 40 hours that work week). For the purposes of this section, the City reserves the right, within its sole discretion, to determine what constitutes inclement weather and/or a natural disaster, what tasks qualify for this guaranteed overtime, and how much time any member has spent engaging in such tasks. Further, eligibility for participation in such activities will be determined solely by the City, and may require certain licensing as well as participation in the Department of Transportation random drug screening pool.

Article XVII: Merit Rules, Administrative Memorandums, and Department Policies/Practices

The City Charter, Ordinances, Merit Rules, Administrative Memorandums, and departmental policies and procedures for the City of Springfield, all as may be amended from time to time, control and will remain in force and effect unless directly contrary to a specific provision of this Agreement, in which said latter case the specific provision of this Agreement will control so long as the contrary provision is not a City Charter provision. If an Ordinance, Merit Rule, City Administrative Memorandum, or departmental policy or procedure is changed by the City during the term of this Agreement that affects this Agreement, the City will meet with the Union, negotiate over the effects of any such change and agree to modify and adopt any necessary modification to the collective bargaining agreement that may result from the negotiations. Should the City and the Union not reach agreement on any change that affects this Agreement, the parties understand that Article XIX, Dispute Resolution Grievance Procedure, shall apply.

Article XVIII: Distribution of Discipline

Allegations of behavior or conduct that may warrant dismissal, demotion, suspension, or reduction in compensation, will first be addressed with a pre-disciplinary letter to the employee followed by a pre-disciplinary hearing. The pre-disciplinary letter to the employee will include relevant information including facts, alleged violations, and potential consequences.

A copy of the final signed pre-disciplinary letter must be forwarded to the attention of the Director of Human Resources to be included in the employee's personnel file.

The employee must be given twenty-four (24) hours' notice from the time the letter is delivered until the time the employee's pre-disciplinary hearing is held. The employee is entitled to bring an individual of their choice to the meeting to act as an observer. The meeting will not be delayed in the event the individual whom the employee chose is unable to attend. An employee may elect to submit a written response to the allegations rather than attend the pre-disciplinary meeting.

After the pre-disciplinary hearing, the City will make a determination as to whether discipline will be imposed. An employee who is disciplined may grieve the discipline as addressed separately in Article XX, entitled "Discipline Grievances."

Article XIX: Dispute Resolution Grievance Procedure

Section 1. Definition of a Grievance

A grievance is defined as any unresolved difference between the City and the Union or any employee regarding the application, meaning or interpretation of an express provision of this Agreement or which involves an alleged violation of an express provision of this Agreement and excludes discipline and discharge issues. Grievances concerning discipline or discharge are addressed separately in Article XX.

Grievances may be processed by the Union on behalf of an employee, on behalf of a group of employees, or the Union itself. Either party may have the employee, or one (1) employee representing a group of employees, present at any step of the grievance procedure, and the employee is entitled to Union representation at each step of the grievance procedure upon his or her request. Grievances may be filed on behalf of two (2) or more employees only if the same or similar issues apply to all employees in the group and the employees seeks a similar type of remedy.

A grievance shall contain a statement of the Union's position, the Article and Section of the Agreement allegedly violated, the date of the alleged violation, the relief sought, and the signature and the date of the grieving employee(s) or a Union representative. Unrelated issues shall not be addressed in the same grievance.

The grievance procedure shall be the exclusive mechanism to resolve contract grievances.

Section 2. Timeliness

To be considered timely, a grievance must be presented within fifteen (15) calendar days of the date of the occurrence giving rise to the grievance or the date that the aggrieved employee (or the Union) became aware of, or reasonably should have become aware, of the occurrence, whichever is later. Untimely grievances are waived.

Section 3. Informal Dispute Resolution

In the interest of resolving disputes at the earliest possible time, it is agreed that an attempt to resolve a dispute may be made between the employee and his or her immediate supervisor. The employee shall make his or her complaint to his or her immediate supervisor. Settlements or withdrawals at this step shall not constitute a precedent in the handling of other grievances. In the event of a complaint, the employee shall first complete his or her assigned work task, and complain later. The Union may initiate grievances at Step 1 described in Section 5.

Section 4. Grievance Handling

No employee or Union representative shall leave his or her work assignment to investigate, file or process grievances without first securing permission of his or her supervisor. In the event of a grievance, the employee shall always perform his or her assigned work task and grieve his or her complaint later, unless the employee reasonably believes that the assignment endangers his or her immediate safety or the safety of others. Grievances shall not be investigated by the employee or the Union during working hours unless mutually agreed to by the City and the Union.

Section 5. Grievance Procedure

Step 1:

If the grievance is not resolved pursuant to the informal dispute resolution procedure the Union shall decide whether it should be pursued based upon the merits of the grievance; if so, it shall prepare a written grievance and present it to the City's designated representative for handling grievances, for the department applicable to the employee, no later than ten (10) calendar days after the employee was notified of the decision of the supervisor. If the Union decides to skip Informal Dispute Resolution, then it shall present a written grievance to the Department's designated representative within the time frame outlined in the "Timeliness" section above. A grievance must be on an approved grievance form and may be delivered via electronic mail or hard copy. Within ten (10) calendar days after the grievance has been submitted, the City's representative or designee shall meet with the grievant and the Union representative to discuss the grievance and make a good faith attempt to resolve the grievance. The City's representative shall respond in writing to the grievant and the Union representative within five (5) calendar days following the meeting. If the City does not respond within the time limits, the Union may advance the grievance to the next step.

Step 2:

If the grievance is not settled at Step 1, a written appeal may be filed within five (5) calendar days after the decision of the City's representative to the appropriate Department Director or designee. Within ten (10) calendar days thereafter, the Department Director or designee shall meet with the grievant and the Union representative to discuss the grievance and make a good faith attempt to resolve the grievance. The Department Director or designee shall respond in writing to the grievant and the Union within ten (10) calendar days following the meeting.

Step 3:

If the Union is not satisfied with the response of the Department Director or designee, it may either file a written request for arbitration or request that the Human Resources Director (or his or her designee) review the Response within ten (10) calendar days of receiving the Response. If the Union elects to request that the Human Resources Director review the grievance, the Human Resources Director must either deny the grievance or issue a decision within fifteen (15) calendar days of the Union's request. Within ten (10) calendar days of receiving the Human Resource Director's decision the grievance may be advanced to arbitration.

Step 4:

If the dispute is not settled at Step 2 or 3, whichever is applicable, the Union may demand in writing that a grievance be submitted to arbitration no later than thirty (30) calendar days from the conclusion of Step 2 or 3, whichever is applicable. Grievances which are not advanced timely are waived.

Within twenty (20) calendar days after the matter has been submitted to arbitration, a representative of the City and the Union shall meet to try to agree upon an arbitrator. If the parties are unable to agree on an arbitrator within ten (10) calendar days after such meeting, the parties shall request the FMCS to submit a list of seven (7) arbitrators. Either party shall have the right to reject one (1) entire list of arbitrators. The arbitrator shall be selected from the list of seven (7) by alternate strikes by the City and the Union. A coin toss shall be used to determine the first strike. The loser of the coin toss shall strike first. The person whose name remains on the list shall be the arbitrator. All hearings shall be held at the City of Springfield unless otherwise agreed to.

Both parties agree to make a good faith attempt to arrive at a joint statement of facts and issues to be submitted to the arbitrator. Jointly submitted facts and issues will be binding upon the arbitrator. The City and the Union shall have the right to request the arbitrator to require the presence of witnesses and documents. Each party shall bear the expense of its witnesses. The expenses and fees of arbitration and the cost of the hearing room shall be shared equally by the City and the Union. Costs of arbitration shall include the arbitrator's fees, room cost and transcription costs. The decision and award of the arbitrator shall be made within forty-five (45) days following the hearing and shall be final and binding.

Section 6. Authority of the Arbitrator

The arbitrator shall have no right to amend, modify, nullify, ignore, add to or subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the question of fact as to whether there has been a violation, misinterpretation or misapplication of the specific

provisions of this Agreement as submitted to him or her by the parties and shall have no authority to make a decision on any issue not so submitted. The Arbitrator shall make no decision that violates applicable federal or state law. The arbitrator shall submit his or her decision in writing within forty-five (45) days following the close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to a written extension thereof. The decision shall be based solely upon the arbitrator's interpretation of the meaning or application of the specific terms of this Agreement to the facts of the grievance presented, consistent with applicable law and public policy. The arbitrator shall have the authority to fashion an award consistent with the requested remedy. A decision rendered consistent with the terms of this Article shall be final and binding.

Section 7. Grievance Processing and Time Limits

A. Up until an arbitrator issues a decision, grievances may be withdrawn at any step of the grievance procedure without precedent.

B. Time limits may only be extended by mutual agreement, confirmed in writing by both parties.

C. Any grievance that is not filed or advanced within the time limits set forth in this Article will be considered to be abandoned and waived.

Article XX: Discipline Grievances

If a member of the bargaining unit is disciplined by being discharged, demoted, suspended without pay, or subject to reduction in compensation, and believes the discipline lacks just cause, he or she may appeal the decision pursuant to Rule 13.4(c) or 13.5(c) of the Merit System Rules, except as modified herein. Within fifteen (15) calendar days of the effective date of the discipline, the employee must decide: (1) whether to appeal the discipline and request a hearing before the Personnel Board with the Personnel Board to make recommendations to the City Manager for final decision; or (2) waive in writing his or her right to an appeal and hearing before the Personnel Board and instead, request a final decision from the City Manager. Any employee who requests a hearing before the Personnel Board may formally seek to forfeit this request by indicating in writing to the Director of Human Resources a desire to do so and to seek a final decision from the City Manager. Any such request made at least thirty (30) calendar days prior to a scheduled Personnel Board hearing will be granted. Any such request made less than thirty (30) days prior to a scheduled Personnel Board hearing may be approved at the sole discretion of the City.

If the employee initially waived the hearing before the Personnel Board, then the City Manager will make a decision on the appeal no later than fifteen (15) calendar days from the date the option for hearing was waived. If the employee initially requested a hearing before the Personnel Board but the employee's request to forfeit that right is granted, then the City Manager will make a decision on the appeal no later than fifteen (15) calendar days from the date that the request to forfeit the right is granted. If there has been a hearing in front of the Personnel Board, then the City Manager's decision on the appeal will be issued pursuant to the timeline set forth in Merit Rule 13.6.

If the employee is not satisfied with the City Manager's decision on the appeal then he or she may file a grievance with the Union or pursue his or her right of appeal to the Circuit Court. The decision to file a grievance must be made no later than fifteen (15) calendar days after receipt of the City Manager's decision on the appeal. If a grievance is filed, the Union will decide within fifteen (15) calendar days whether to demand arbitration of the grievance, and if so, the grievance will be arbitrated according to the procedures of Section 5, Step 4 and Section 6 of Article XIX, entitled "Dispute Resolution Grievance Procedure". If the Union declines to arbitrate the grievance, the employee may nevertheless retain his or her right to appeal the decision to Circuit Court. An arbitrator's decision will be final and binding. An employee whose disciplinary grievance is advanced to arbitration must waive in writing his or her right to appeal the discipline in Circuit Court pursuant to Sections 536.100 to 536.150 RSMo.

Article XXI: Governing Law

This collective bargaining agreement is governed by the law of the State of Missouri.

Article XXII: Ratification By Union

The City shall have no obligation to submit a proposed agreement to the City Council until the Union has certified to the City that the majority of its members within the Bargaining Unit have ratified the proposed agreement.

Article XXIII: Approval of the Agreement

The following individuals by endorsing this Agreement represent that they are authorized to express the approval of the terms and provisions of this Agreement on behalf of the Union and on behalf of the City's bargaining team.

IBEW LOCAL UNION NUMBER 753

_____ By _____

Date Brian Brawley, IBEW Business Manager

THE CITY OF SPRINGFIELD, MO

_____ By _____

Date Jason Gage, City Manager

Certification that this July 1, 2024, IBEW PAT CBA is within the purpose of any appropriation to which it is to be charged and that there is an unencumbered balance to the credit of such appropriation sufficient to pay therefor:

_____

David Holtmann, Director of Finance

Approved as to form:

_____

City Attorney or designee

EXHIBIT A

IBEW Local Union No. 753 – AUTHORIZATION FOR CHECK-OFF FROM WAGES

I, _____, do hereby freely and affirmatively consent, authorize, and direct the City of Springfield to deduct from my wages and transfer to IBEW Local Union No. 753 (”Local 753” or the “Union”) all dues, fees and assessments properly due and payable pursuant to the terms of the Collective Bargaining Agreement and Union By-Laws. These amounts to be deducted shall be amounts currently in effect pursuant to the terms of the collective bargaining agreement or By-Laws of the International Brotherhood of Electrical Workers Local 753 or whatever amounts may be hereafter established under future CBAs or By-Laws of Local 753, with such amounts being stated in writing to the City of Springfield by the Union.

This authorization is voluntarily made by me, knowingly and freely, and with the specific understanding that the signing of this authorization, or the refraining from signing any authorization, is not a condition of my present or future employment with the City of Springfield, nor is it conditioned on my present or future membership in the Union.

This authorization and assignment shall be freely revocable by me. To terminate this authorization, I must provide written notice to my employer and the Union. This authorization shall automatically renew itself annually.

_____	_____
Employee Number	Employee Name - Print
_____	_____
Signature	Date

EXPLANATION TO COUNCIL BILL 2024-112 (LEE)

FILED: 06/12/2024

ORIGINATING DEPARTMENT: Human Resources

TITLE: A general ordinance amending the Springfield City Code, Section 2-92. “Salary Ordinance,” by amending various job titles within the City service to add or delete various job titles; by providing pay adjustments for non-bargaining unit employees on the following salary schedules: Professional, Administrative, and Technical (Non-Union and Unclassified), Crafts, Trades and Labor Non-Union, Fire Protection Schedule Non-Union (80 and 112 Hour), and Law Enforcement Schedule Non-Union; and by incorporating pay improvements impacting bargaining unit members that were negotiated and tentatively agreed to.

PURPOSE: To amend Springfield City Code, Section 2.92, known as the ‘Salary Ordinance,’ relating to salary grades for various job titles within the City service as contained in the Classifications of the Professional, Administrative, and Technical Schedules (Non-union and Unclassified) by making provision for eight (8) new job titles and deleting four (4) job titles; Crafts, Trades and Labor Union Schedule by making provision for one (1) new job title; and Department Head Schedule by adding two (2) new job titles and deleting two (2) job titles; by providing pay adjustments for non-bargaining unit employees on the Professional, Administrative and Technical Non-Union and Unclassified Salary Schedules, the Crafts, Trades and Labor Non-Union Salary Schedule, the Fire Protection Schedule Non-Union (80 Hour and 112 Hour) Salary Schedules and the Law Enforcement Schedule Non-Union Salary Schedule; to incorporate pay adjustments that impact bargaining unit members that were negotiated and voluntarily agreed to for the Law Enforcement Schedule Union Salary Schedule, the Fire Protection Schedule Union (80 Hour and 112 Hour) Salary Schedules, the Professional, Administrative and Technical IBEW Union Salary Schedule, and the Crafts, Trades and Labor Union Salary Schedule.

BACKGROUND INFORMATION: This is the annual salary ordinance. It contains recommendations related to routine job title additions due to department organizational changes and completed job studies. Additionally, it includes deletions for job titles that are no longer being used or will not be used if the new job titles are approved.

This Council bill contains annual pay plan improvements for non-union employees, which includes the funding of Merit Steps and the establishment of a new top step at 2.5% above the current top step for all non-bargaining unit employees for Fiscal Year 2025. Additionally, for the Professional, Administrative and Technical Non-Union Salary Schedule, step 2 is being closed and will no longer be utilized and will reset entry pay for the PAT-6 salary grade to step 3.

The pay changes are recommended to be effective with the pay period beginning July 14, 2024, with a corresponding pay date of August 1, 2024.

This Council Bill also amends the salary ordinance to comply with the pay plan improvements that were voluntarily agreed to through the collective bargaining process with representatives of the various bargaining units. Specifics of those Agreements are contained in separate Council bills for each bargaining unit.

REMARKS: The recommendations and explanations contained herein are consistent with Council's policies. All costs reflected herein are part of the proposed Annual Operating Budget for Fiscal Year 2025. It is respectfully requested that Council give consideration and approval to these changes.

Submitted By: Darla Morrison, Director of Human Resources

Authorized for inclusion on the agenda pursuant to City Code section 2-33:

Attachments: 1. FY 25 Salary_ Ord

One-rdg. _____
P. Hrngs. _____
Pgs. 10
Filed: 06-04-24

Sponsored by: Lee

First Reading: _____ Second Reading: _____

COUNCIL BILL 2024-112 GENERAL ORDINANCE _____

AN ORDINANCE

AMENDING the Springfield City Code, Section 2-92. "Salary Ordinance," by amending various job titles within the City service to add or delete various job titles; by providing pay adjustments for non-bargaining unit employees on the following salary schedules: Professional, Administrative, and Technical (Non-Union and Unclassified), Crafts, Trades and Labor Non-Union, Fire Protection Schedule Non-Union (80 and 112 Hour), and Law Enforcement Schedule Non-Union; and by incorporating pay improvements impacting bargaining unit members that were negotiated and tentatively agreed to.

_____

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

NOTE: **Bold** language is being added and ~~stricken~~ language is being deleted.

Section 1 – Springfield City Code, Section 2-92, known as the 'Salary Ordinance,' relating to various salary grades for various job titles within the City service as contained in the Professional, Administrative and Technical Schedule is hereby amended by adding and deleting the following job titles:

Proposed Job Title and Salary Grade
(Title to be Added)

Classification:	Grade:
Fire Community Education Outreach Assistant	**PAT-5**
Belonging & Intercultural Development Specialist	**PAT-7**
Information Systems Security Analyst	**PAT-7**
Public Health Data Specialist	**PAT-8**
Senior Information Systems Security Analyst	**PAT-8**
Information Systems Security Specialist	**PAT-9**

Building Division Administrator **PAT-11**

Proposed Removal of Job Titles and Salary Grades
(Titles to be deleted)

Classification:	Grade:
~~Diversity Equity and Inclusion Specialist~~	~~PAT-7~~
~~Information Systems Security Analyst~~	~~PAT-9~~
~~Assistant Director of Human Resources~~	~~PAT-12~~
~~Project Facilitator~~	~~PAT-12~~

Section 2 – Springfield City Code, Section 2-92, known as the 'Salary Ordinance,' relating to various salary grades for various job titles within the City service as contained in the Professional, Administrative and Technical Unclassified Schedule is hereby amended by adding the following job title:

Proposed Job Title and Salary Grade
(Title to be Added)

Classification:	Grade:
Assistant Director of Human Resources	**PAT-12U**

Section 3 – Springfield City Code, Section 2-92, known as the 'Salary Ordinance,' relating to various salary grades for various job titles within the City service as contained in the Department Head Series Schedule is hereby amended by adding and deleting the following job titles:

Proposed Job Title and Salary Grade
(Title to be Added)

Classification:	Grade
Director of Belonging & Intercultural Development	**Unclassified**
Director of Economic Vitality and Workforce Development	**Unclassified**

Proposed Removal of Job Titles and Salary Grades
(Titles to be deleted)

Classification:	Grade:
~~Director of Diversity & Inclusion~~	~~Unclassified~~
~~Director of Economic Vitality~~	~~Unclassified~~

Section 4 –Springfield City Code, Section 2-92, known as the 'Salary Ordinance,' relating to various salary grades for various job titles within the City service as contained in the Crafts, Trades and Labor Union Salary Schedule is hereby amended by adding the following job title:

Proposed Job Title and Salary Grade
(Title to be Added)

Classification:	Grade
Parks Inspector	**CTL-9**

Section 5 – Springfield City Code, Section 2-92, known as the "Salary Ordinance," and regarding the Professional, Administrative and Technical Non-Union Salary Schedule shall be amended by adding the following provisions at a location the City Attorney deems appropriate:

Fiscal Year 2025 Pay Improvements Impacting Employees on the Professional, Administrative and Technical Non-Union Salary Schedule

A. **Effective July 1, 2024, the City will fund the Merit Steps for all salary grades within the Professional, Administrative and Technical (PAT) Non-Union Salary Schedule.**
B. **Effective July 14, 2024, the City will create a new top step, 12, for all grades on the PAT Non-Union Salary Schedule. For each respective grade, the base pay rate of the new step 12 shall be 2.5% higher than step 11's base pay rate for that grade. Those employees at step 11 as of July 13, 2024, will automatically be moved to the new step 12 on July 14, 2024.**
C. **Effective July 14, 2024, step 2 of grade 6 on the PAT Non-Union Salary Schedule shall be closed. Any employees in step 2 of grade 6 on July 13, 2024, will be moved automatically to step 3 on July 14, 2024. For the purposes of eligibility for an annual evaluation and merit step increase, the increment date of such employees shall be reset to July 14, 2025. However, the probationary period of such employees shall not be reset and shall remain the same.**

Section 6 – Springfield City Code, Section 2-92, known as the "Salary Ordinance," and regarding the Professional, Administrative and Technical Unclassified Salary Schedule shall be amended by adding the following provisions at a location the City Attorney deems appropriate:

Fiscal Year 2025 Pay Improvements Impacting Employees on the Professional, Administrative and Technical Unclassified Salary Schedule

A. Effective July 1, 2024, the City will fund the Merit Steps for all salary grades within the Professional, Administrative and Technical (PAT) Unclassified Salary Schedule.

B. Effective July 14, 2024, the City will create a new top step, 17, for all grades on the PAT Unclassified Salary Schedule. For each respective grade, the base pay rate of the new step 17 shall be 2.5% higher than step 16's base pay rate for that grade. Those employees at step 16 as of July 13, 2024, will automatically be moved to the new step 17 on July 14, 2024.

Section 7 – Springfield City Code, Section 2-92, known as the "Salary Ordinance," and regarding the Crafts, Trades and Labor Non-Union Salary Schedule shall be amended by adding the following provisions at a location the City Attorney deems appropriate:

Fiscal Year 2025 Pay Improvements Impacting Employees on the Crafts, Trades and Labor Non-Union Salary Schedule

A. Effective July 1, 2024, the City will fund the Merit Steps for all salary grades within the Crafts, Trades and Labor (CTL) Non-Union Salary Schedule.

B. Effective July 14, 2024, the City will create a new top step, 12, for grades 8 through 13 on the CTL Non-Union Salary Schedule; and create a new top step, 13, for grades 14 through 17 on the CTL Non-Union Salary Schedule. For grades 8 through 13, the base pay rate of the new top step 12 shall be 2.5% higher than step 11's base pay rate for each respective grade. For grades 14 through 17, the base pay rate of the new top step 13 shall be 2.5% higher than step 12's base pay rate for each respective grade. Those employees in grades 8 through 13 who are at step 11 as of July 13, 2024, will automatically be moved to the new step 12 on July 14, 2024; and those employees in grades 14 through 17 who are at step 12 as of July 13, 2024, will automatically be moved to the new step 13 on July 14, 2024.

Section 8 – Springfield City Code, Section 2-92, known as the "Salary Ordinance," and regarding the Fire Protection Schedule Non-Union 80 Hour and 112 Hour Salary Schedules shall be amended by adding the following provisions at a location the City Attorney deems appropriate:

Fiscal Year 2025 Pay Improvements Impacting Employees on the Fire Protection Schedule Non-Union Salary Schedules (80 and 112 Hour)

A. Effective July 1, 2024, the City will fund the Merit Steps for all salary grades within the Fire Protection Schedule (FPS) Non-Union Salary Schedules (80 Hour and 112 Hour).

B. Effective July 14, 2024, the City will create a new top step, 14, for all grades

on the FPS Non-Union Salary Schedules (80 Hour and 112 Hour). For each respective grade on each respective schedule, the base pay rate of the new step 14 shall be 2.5% higher than step 13's base pay rate for each respective grade. Those employees on either schedule who are at step 13 as of July 13, 2024, will automatically be moved to the new step 14 on July 14, 2024.

Section 9 – Springfield City Code, Section 2-92, known as the "Salary Ordinance," and regarding the Law Enforcement Schedule Non-Union Salary Schedule shall be amended by adding the following provisions at a location the City Attorney deems appropriate:

Fiscal Year 2025 Pay Improvements Impacting Employees on the Law Enforcement Schedule Non-Union Salary Schedule

A. Effective July 1, 2024, the City will fund the Merit Steps for all salary grades within the Law Enforcement Schedule (LES) Non-Union Salary Schedule.
B. Effective July 14, 2024, the City will create a new top step, 17, for all grades on the LES Non-Union Salary Schedule. For each respective grade, the base pay rate of the new step 17 shall be 2.5% higher than step 16's base pay rate for that grade. Those employees at step 16 as of July 13, 2024, will automatically be moved to the new step 17 on July 14, 2024.

Section 10 – Springfield City Code, Section 2-92, known as the "Salary Ordinance," and regarding the Fire Protection Schedule Union 80 Hour and 112 Hour Salary Schedules shall be amended to reflect agreements reached through collective bargaining by adding the following provisions at a location the City Attorney deems appropriate:

Fiscal Year 2025 Changes Impacting the Fire Protection Bargaining Unit

A. Effective July 1, 2024, the City will fund the merit steps for all salary grades within the Fire Protection Schedule (FPS) Union 80 Hour and 112 Hour Salary Schedules.
B. Effective July 14, 2024, the City will implement a 2.25% across-the-board increase to the base pay of FPS grade 1, steps 3 through 10, and the base pay of steps 1 through 10 of all other salary grades on the FPS Union 80 Hour and 112 Hour Salary Schedules.
C. Effective July 14, 2024, the City will implement a 1.75% increase to the base pay of step 11 of all salary grades on the FPS Union 80 Hour and 112 Hour Salary Schedules.

Section 11 – Springfield City Code, Section 2-92, known as the "Salary Ordinance," and regarding the Professional, Administrative & Technical IBEW Union Salary Schedule shall be amended to reflect agreements reached through collective

bargaining by adding the following provisions at a location the City Attorney deems appropriate:

Fiscal Year 2025 Changes Impacting the Professional, Administrative & Technical IBEW Bargaining Unit

A. Effective July 1, 2024, the City will fund the Merit Steps for all salary grades within the Professional, Administrative & Technical (PAT) IBEW Union Salary Schedule.

B. Effective July 14, 2024, the City will create a new top step, 12, for all grades on the PAT IBEW Union Salary Schedule. For each respective grade, the base pay rate of the new step 12 shall be approximately 2.5% higher than step 11's base pay rate for that grade. Those employees at step 11 as of July 13, 2024, will automatically be moved to the new step 12 on July 14, 2024.

C. Effective July 14, 2024, the City will pay $30 for every day that an eligible on-call employee is on-call, except that if the employee is required to report to a City facility, then the employee shall not receive on-call pay for that day. In the event an individual who is scheduled to be on-call is unable to be on-call due to unforeseen circumstances (such as being sick or an emergency), then that employee shall notify the employee's supervisory chain as soon as possible and will not receive the $30 pay for that day. In such an instance, if a member for the bargaining unit is assigned to be on-call and is not required to report to a City facility, then that individual will receive the $30 pay for that day. For the purposes of this section, "on-call" means those instances where the City has specifically scheduled an individual to be on call on a particular day who must stay within a particular response area/time when on-call. Currently, those areas that are subject to on-call are certain positions at the Northwest Treatment Plant and the Signal Shop. Any additional positions within the IBEW PAT bargaining unit that will benefit from the on-call pay must first be approved in writing by the Director of Human Resources and the department head of either Public Works or Environmental Services.

D. Effective July 1, 2024, during periods of inclement weather and/or natural disasters, non-exempt employees on the PAT Union Salary Schedule assigned to tasks that are associated with addressing inclement weather and/or natural disasters (such as snowplowing of streets, tornado clean-up, etc.) shall be paid guaranteed overtime at time and a half rate for time worked on such tasks that is beyond the employee's regularly scheduled shift. The Director of Public Works and/or the Director of Environmental Services shall determine what constitutes inclement weather and/or a natural disaster, which tasks qualify for guaranteed overtime, and how much time any employee has spent beyond a regularly scheduled shift on such tasks.

E. Effective July 1, 2024, any claim for mileage reimbursement submitted by an employee in the IBEW PAT bargaining unit, must be submitted by the end of the pay period that immediately follows the pay period in which the mileage was incurred. Any claim not timely filed may be denied.

Section 12 – Springfield City Code, Section 2-92, known as the "Salary Ordinance," and regarding the Crafts, Trades and Labor Union Salary Schedule shall be amended to reflect agreements reached through collective bargaining by adding the following provisions at a location the City Attorney deems appropriate:

Fiscal Year 2025 Changes Impacting the Crafts, Trades and Labor Bargaining Unit

A. Effective July 1, 2024, the City will fund the Merit Steps for all salary grades within the Crafts, Trades, and Labor (CTL) Union Salary Schedule.

B. Effective July 14, 2024, the City will create a new top step, 12, for all grades on the CTL Union Salary Schedule. For each respective grade, the base pay rate of the new step 12 shall be approximately 2.5% higher than step 11's base pay rate for that grade. Those employees at step 11 as of July 13, 2024, will automatically be moved to the new step 12 on July 14, 2024.

C. Effective July 14, 2024, the City will pay $25 for every day that an eligible on-call employee is on-call, except that if the employee is required to report to a City facility, then the employee shall not receive on-call pay for that day. In the event an individual who is scheduled to be on-call is unable to be on-call due to unforeseen circumstances (such as being sick or an emergency), then that employee shall notify the employee's supervisory chain as soon as possible and will not receive the $25 pay for that day. In such an instance, if a member for the bargaining unit is assigned to be on-call and is not required to report to a City facility, then that individual will receive the $25 pay for that day. For the purposes of this section, "on-call" means those instances where the City has specifically scheduled an individual to be on call on a particular day who must stay within a particular response area/time when on-call. Currently, only certain positions on Environmental Service's Flusher crew are eligible for this on-call pay. Any additional positions within the CTL bargaining unit that will benefit from the on-call pay must first be approved in writing by the Director of Human Resources and the department head of the applicable department that the position at issue is located in.

D. Effective July 14, 2024, the Aircraft Services Specialist and Aircraft Services Trainer positions will be included in the new Aircraft Rescue Firefighting (ARFF) Occupational Series Group and each respective

position shall receive a two percent (2%) multiplier of the annual base pay rate for the position.

E. Effective July 14, 2024, any Aircraft Services Specialist who is required to work beyond a regular shift that is scheduled to end at midnight, shall be paid guaranteed overtime at time and half rate for any time worked between midnight and 4:00 a.m.

Section 13 – This Ordinance shall be in full force and effect from and after passage.

Passed at meeting: _____

_____
Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: _____, Assistant City Attorney

Approved for Council action: _____, City Manager

EXPLANATION TO COUNCIL BILL 2024-113 (CARROLL)

FILED: 06/12/2024

ORIGINATING DEPARTMENT: Human Resources

TITLE: A general ordinance amending the Springfield City Code, Section 2-91. "Merit System Rules and Regulations," by amending Merit Rules 20.1, 21.1, 21.11, 24.2, and 25.1.

PURPOSE: To amend the Springfield City Code, Chapter 2, Article III, Division 1, Section 2-91, known as the Merit System Rules and Regulations ("Merit Rules"), by amending portions of the Merit Rules to make changes to certain pay and benefits policies.

BACKGROUND INFORMATION: The proposed Merit Rule changes outline enhancements to certain pay and benefits for city employees. The following Merit Rules are recommended for amendment, clarification and/or addition:

20.1 Compensation for Absence on Holidays – the proposed changes will add the Day After Thanksgiving as an additional holiday for city employees as well as clarify that when an employee separates from the City after having earned a Pin day, but not having taken it, and that employee then returns to the City service within one year, then the Director, in the Director's discretion, may make available the Pin day to the employee.

21.1 Vacation Leave - the proposed change will adjust and increase the continuous operation holiday leave caps for employees who accrue holidays due to their assigned work schedule given the addition of the new Day After Thanksgiving holiday.

21.11 Vacation Leave Transfer Program – the proposed change is a clarification regarding the name of the City's long-standing Care Leave Program that offers employees in need of paid leave due to non-work related illness or injury the benefit of receiving donated paid leave from co-workers.

24.2 Allowances for the Use of Privately Owned Vehicles on City Business – the proposed change will increase the current monthly mileage allowance authorized for upper management level positions due to employees regularly using their private vehicles to conduct City business. The allowance has not been increased since 2006. Additionally, going forward, the allowance will now be tied to the Internal Revenue Service increasing or decreasing mileage reimbursement rates, with any adjustments to be made annually.

25.1 City Health Care Plan – the proposed change will adjust the annual percentage

cap allowed for increases to the contribution rates for the City's health insurance premiums. Currently, the annual cap is 5% and the proposed change would allow an annual increase up to 10% if needed. With rising health care costs, it is prudent to have the option, if needed, to adjust rates accordingly for the benefit of employees and fiscal responsibility for the self-insured Health Plan.

REMARKS: The City's Human Resources staff recommend the amendments to the Merit Rules as contained in this Council Bill.

It is respectfully requested that Council give consideration and approval to these changes.

Submitted By: Darla Morrison, Director of Human Resources

Authorized for inclusion on the agenda pursuant to City Code section 2-33:

Attachments: 1. Merit Rule Changes June 2024

One-rdg. _____
P. Hrngs. _____
Pgs. 9
Filed: 06-04-24

Sponsored by: Carroll

First Reading: _____ Second Reading; _____

COUNCIL BILL 2024-113 GENERAL ORDINANCE _____

AN ORDINANCE

AMENDING the Springfield City Code, Section 2-91. "Merit System Rules and Regulations," by amending Merit Rules 20.1, 21.1, 21.11, 24.2, and 25.1.

_____

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

NOTE: Underlined language is being added and ~~stricken~~ language is being deleted.

Section 1 – Springfield City Code, Section 2-91, known as the "Merit System Rules and Regulations," is hereby amended in that Merit Rules 20.1 is amended as follows:

20.1 Compensation for Absence on Holidays

All regular employees of the City, except those granted additional vacation in lieu of holidays, shall receive normal compensation for the eleven~~ten~~ legal holidays listed below and any other day or part of a day during which the public offices of the City shall be closed by special proclamation of the Mayor with approval of the City Council. Regular full-time and regular part-time employees working less than forty (40) hours per week shall receive compensation in proportion to the average number of hours normally scheduled to work. Legal holidays to be observed are:

January 1 - New Year's Day
Third Monday in January - Martin Luther King Day
Third Monday in February - President's Day
Last Monday in May - Memorial Day
June 19 - Juneteenth
July 4 - Independence Day
First Monday of September - Labor Day

November 11 - Veterans Day
Fourth Thursday of November - Thanksgiving Day
Day after Thanksgiving Day
December 25 - Christmas Day

Three floating holidays (thirty-six hours for FPS employees assigned to a twenty-four hour shift) per calendar year to be chosen by the employee subject to the approval of the head of the department or agency, which shall be taken by the end of the last full pay period of the calendar year or will be forfeited. During an employee's first year of employment, floating holidays will be provided at the time of hire for all regular employees hired on or before September 30 of the calendar year. Employees who hold positions shown on the PAT, PATU, PAT-Union, CTL, CTL-Union, & DHS Schedules shall be granted one additional holiday per calendar year to be chosen by the employee subject to the approval of the head of the department or agency, which day shall be taken during the calendar year or will otherwise be forfeited. Upon retirement from the City service, an employee shall be entitled to a lump sum payment for all holidays that the employee is entitled to but has not taken under the provisions of this paragraph. Holidays authorized pursuant to this paragraph shall be known as "floating holidays".

It shall be the policy of the City to ensure that all regular employees enjoy the same number of legal holidays each year. The standards shall be the number of holidays in a particular year which will be celebrated by regular employees working a 40-hour week, Monday through Friday. For this group when a holiday falls on Sunday, the following Monday shall be observed as the holiday. When a holiday falls on Saturday, the employee shall be allowed another day off as designated by the Department Head under general regulations established by the City Manager.

For regular employees whose work week is other than Monday through Friday, the Department Head shall designate the work day that shall be observed.

Any regular employee absent without authorized leave on the day preceding and/or the day following a holiday shall not receive regular compensation for the holiday.

All regular employees of the City shall be granted an additional day of leave, (twelve hours for FPS employees assigned to a twenty-four hour shift) known as a Pin Day, upon each 5th anniversary date of their day of employment with the City. Such Pin Day shall be taken during the year following the anniversary date and shall be taken upon approval of the head of the employee's department or agency. Employees are not eligible for payout of an unused Pin Day upon termination or retirement. If an employee separates from the City after having earned a Pin day, but not having taken it, and that employee then returns to the City service within one year, then the Director, in the Director's discretion, may make available the Pin day to the employee. In such an instance, the employee must use the Pin day within 12 working calendar months from the date it was issued, except that any

time when the employee was separated from service shall not be counted toward the 12 month period.

For Contract Employees, holiday compensation and absence shall be governed by the terms of the contract. Temporary, Variable Hour, and Seasonal Employees are not entitled to holiday leave.

Section 2 – Springfield City Code, Section 2-91, known as the "Merit System Rules and Regulations," is hereby amended in that Merit Rules 21.1 is amended as follows:

21.1 Vacation Leave

(c)(2) Employees on the Professional, Administrative and Technical (PAT), and the Crafts, Trade and Labor (CTL) pay schedules employed in a continuous operation as described above leaving City service through retirement or other separation shall be entitled to receive at such time of retirement or separation payment for such accrued leave in up to the maximum amounts as set out below:

Date of Retirement or Separation	PAT and CTL Continuous Operation Holiday Payout Allowed
Through 12-31-2005	No cap on payout.
From 1-1-2006 through 12-31-2007	400 hours maximum payout.
From 1-1-2008 through 12-31-2009	200 hours maximum payout.
On and after 1-1-2010	2 times possible annual accrual maximum payout (for example: PAT or CTL 8-hour day, 40 hours per week schedule = 176~~160~~ hours).

(3) Employees on the Fire Protection (FPS) pay schedule employed in a continuous operation as described above leaving City service through retirement or other separation shall be entitled to receive at such time of retirement or separation payment for such accrued leave in up to the maximum amounts as set out below:

Retirements and Separations	Continuous Operation Holiday Payout Allowed
Through 12-31-2005	No cap on payout.
From 1-1-2006 through 12-31-	1000 hours maximum payout.

2006	
From 1-1-2007 through 12-31-2007	800 hours maximum payout.
From 1-1-2008 through 12-31-2008	600 hours maximum payout.
From 1-1-2009 through 12-31-2009	400 hours maximum payout.
From 1-1-2010 through 12-31-2011	300 hours maximum payout.
On and after 1-1-2012	2 times possible annual accrual maximum payout (for example: FPS 8-hour day, 40 hours per week schedule = 176~~160~~ hours; FPS 24-hour schedule = 264~~240~~ hours).

. . .

(4)(bb) Employees on the LES schedule hired on or after July 1, 2004 shall be entitled to receive payment at time of separation payment for such continuous operation holiday leave up to their accrual maximum amounts described in this subsection (c) above (176~~160~~ hours if employed in a job position on a 8-hour day, 40 hours per week schedule; 220~~200~~ hours if employed in a job position on a 10-hour day, 40 hours per week schedule; or 264~~240~~ hours if employed in a job position assigned to an 80 hour, 14 day work period consisting of six 12 hour shifts and one 8 hour shift).

[remainder of rule unchanged]

Section 3 – Springfield City Code, Section 2-91, known as the "Merit System Rules and Regulations," is hereby amended in that Merit Rules 21.11 is amended as follows:

21.11 ~~Vacation Leave Transfer~~ Care Leave Program

The City Manager is hereby granted the authority to promulgate all necessary rules and regulations to develop and maintain a Care Leave Program whereby regular City employees may donate personal accrued leave time to a pool for the benefit of fellow employees who have exhausted all leave accruals but are in need of paid time off from work because of non-work-related illness or injury.

Section 4 – Springfield City Code, Section 2-91, known as the "Merit System Rules

and Regulations," is hereby amended in that Merit Rules 24.2 is amended as follows:

24.2 Allowances for the Use of Privately Owned Vehicles on City Business

Employees using their private vehicles in the conduct of City business shall receive such payments to cover depreciation, liability, insurance, tires, gasoline, oil, anti-freeze, repairs, etc., as provided by reasonable regulations established by the City Manager. In lieu of the above, the City Manager may, in the City Manager's discretion, grant to any upper level management position the City Manager deems appropriate, including but not limited to the Assistant/Deputy City Managers, and Department Heads/Directors, and Assistant Department Heads/Directors, a monthly mileage allowance not to exceed ~~Four Hundred and Thirty~~ Six Hundred and Fifty Dollars ($650~~430~~.00), which may be paid in whole or in part on an annual basis at the discretion of the City Manager or controlling administrative board. Additionally, starting July 1, 2024, if the Internal Revenue Service increases or decreases its mileage reimbursement rate, then the City will, on an annual basis, apply the same percentage increase or decrease to the $650 amount. The City Manager shall also receive the mileage allowance authorized herein.

Section 5 – Springfield City Code, Section 2-91, known as the "Merit System Rules and Regulations," is hereby amended in that Merit Rules 25.1 is amended as follows:

25.1 City Health Care Plan

(c) Contribution Rates, Premiums, and Reserves

For the purposes of establishing and maintaining a sufficient reserve for the payment of claims and expenses associated with the Plan, subject to the availability of funds for this purpose, in addition to any other contribution changes which may be approved by City Council or the City Manager, for each Plan year for coverage beginning January 1, 2023, the City Manager:

(1) Shall administratively authorize and implement increases in the contribution rates and premiums set out in Chapter 2 of the Springfield City Code, Section 2-91, Rule 25.1, City Health Care Plan, Contribution Rates in an amount of three percent (3%) over the contribution and premium amounts in effect at the time of implementation, to be effective with the payment for coverage for the month of January for said year, in the event the total fund balance amount calculated through the immediately prior June 30 does not equal or exceed the average amount of six months of Plan claims for the twelve-month period ending with the said month of June. The City Manager shall also administratively authorize and implement increases in said contribution rates and premiums in an amount of two percent (2%) over the contribution and premium amounts in effect at the time of implementation, to be effective with the payment for coverage for the month of July for said year, in the event the total fund balance amount calculated through the immediately prior December 31 does not equal or exceed the average amount of six months of Plan claims for the twelve-month period ending with the said month of December.

(2) May administratively authorize and implement increases in the contribution rates and premiums set out in Chapter 2 of the Springfield City Code, Section 2-91, Rule 25.1, City Health Care Plan, Contribution Rates in an amount of three percent (3%) over the contribution and premium amounts in effect at the time of implementation, to be effective with the payment for coverage for the month of January for said year, in the event the total Plan claims are greater than the total contributions and interest of the Plan as calculated through the immediately prior June 30. The City Manager may also administratively authorize and implement increases in said contribution rates and premiums in an amount of two percent (2%) over the contribution and premium amounts in effect at the time of implementation, to be effective with the payment for coverage for the month of July for said year, in the event the total Plan claims are greater than the total contributions and interest of the Plan as calculated through the immediately prior December 31 for the twelve-month period ending with the said month of December.

(3) ~~In the event no such increase as described in (c)(1), or (2) above is implemented in any given January or July, no contribution increase previously implemented shall be discontinued.~~ For each Plan year for coverage beginning January 1, 2025, if an increase in contribution rates and premiums occurs for coverage in January of a year pursuant to Rule 25.1(c)(1) and/or (2), the City Manager may also administratively authorize and implement increases in said contribution rates and premiums in an amount up to the average trend for the most recent five (5) years of preferred provider organization (PPO) medical and prescription drug plan trends, as reported in a trend survey source approved by the Health Insurance Committee, which, combined with any increases made pursuant to Rule 25.1(c)(1) and (2), shall not exceed a total increase of ten percent (10%) for said year, with up to eight percent (8%) to be effective with the payment for coverage for the month of January for said year and with up to an additional two percent (2%) to be effective with the payment for coverage for the month of July for said year.

(4) In the event no such increase as described in (c)(1), (2) or (3) above is implemented in any given January or July, no contribution increase previously implemented shall be discontinued.

[remainder of rule unchanged].

Section 6 – This Ordinance shall be in full force and effect from and after passage.

Passed at meeting: _____

_____
Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: _____, Assistant City Attorney

Approved for Council action: _____, City Manager

EXPLANATION TO COUNCIL BILL 2024-114 (SIMPSON)

FILED: 06/12/2024

ORIGINATING DEPARTMENT: Law

TITLE: A general ordinance amending the Springfield City Code, Chapter 2, “Administration,” Article VI, “Finances,” Division 4, “Police Officers’ and Fire Fighters’ Retirement System,” Section 2-484 “In Service Distributions After Retirement and Rehire” to authorize pension payments to certain retirees who are rehired by the City.

PURPOSE: To amend the Springfield City Code, Chapter 2, “Administration,” Article VI, “Finances,” Division 4, “Police Officers’ and Fire Fighters’ Retirement System,” Section 2-484 “In Service Distributions After Retirement and Rehire” to authorize pension payments to certain retirees who are rehired by the City. The amendment to section 2-484 is being done to allow for Police and Fire Pension Fund (the “Fund”) participants who are normal service retirees (25 years of service or at least age 50 and at least 20 years of service) to retire, be rehired under the LAGERS pension plan, and receive in service distributions from the Fund.

BACKGROUND INFORMATION: The City has become aware of participants in the Fund who are either already retired or will be retiring and who seek to be rehired by the City. These individuals, who retired with at least 20 years of service and at least age 50, or who will retire with at least 20 years of service and at least age 50, seek to be able to receive in-service distributions after being rehired or reinstated. The Police and Fire Pension Plan (Plan) was previously amended to allow for in service distributions to be paid to those who retired with 25 years of service and this amendment extends the ability to pay in service distributions to those who meet the 20 years of service and age 50 minimum requirements.

The actuary for the Fund has offered the opinion that this change will have no measurable cost to the Fund and will not impact the funding ratio of the Fund. The Board of Trustees of the Police Officers' and Fire Fighters' Retirement Fund voted on May 9, 2024, to recommend that City Council amend the Plan to allow for in service distributions to normal service retirees who meet the age 50 and 20 years of service minimum requirements.

The proposed change to the Plan will allow eligible individuals to apply and compete for any City position and such individuals will be eligible to receive in service distributions. Further, such individuals will be rehired under the LAGERS pension plan.

The intent of the proposed change is that those who are rehired and receive (or apply to receive) in service distributions will not continue to accrue benefits under the Plan. The computation of the average salary for such individuals shall occur at the time of the

retirement from the Plan and will not be re-calculated after rehiring. Such individuals will not be eligible for a Plan duty disability pension or for a non-duty disability pension, and their spouses shall not be eligible for a Plan survivor's pension in cases of duty connected death. Spouses of such individuals are still eligible to receive survivor's pension in cases of non-duty connected death and, any death that occurs after rehiring will be treated as a non-duty connected death regardless of whether the death occurred on duty or not.

Submitted By: Tony Kelley, Springfield Police Officers' and Fire Fighters' Retirement System Board

Authorized for inclusion on the agenda pursuant to City Code section 2-33:

Attachments: 1. Police and Fire Pension Plan Code_Ord

One-rdg. _____
P. Hrngs. _____
Pgs. 4
Filed: 06-04-24

Sponsored by: Simpson

First Reading: _____ Second Reading: _____

COUNCIL BILL 2024-114 GENERAL ORDINANCE _____

AN ORDINANCE

AMENDING the Springfield City Code, Chapter 2, "Administration," Article VI, "Finances," Division 4, "Police Officers' and Fire Fighters' Retirement System," Section 2-484 "In Service Distributions After Retirement and Rehire" to authorize pension payments to certain retirees who are rehired by the City.

_____

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

NOTE: **Bold** language is being added and ~~stricken~~ language is being deleted.

Section 1 – Springfield City Code, Chapter 2, "Administration," Article VI, "Finances," Division 4, "Police Officers' and Fire Fighters' Retirement System," Section 2-484 "In Service Distributions After Retirement and Rehire," is hereby amended as follows:

Section 2-484. – In service Distributions After Retirement and Rehire

1. A former employee receiving, or who has applied to receive, normal service retirement benefits under Section 2-465**,** ~~on the basis of having 25 years of service,~~ or who is eligible to receive such retirement benefits, may be rehired or reinstated by the City and may continue or commence to receive such retirement benefits or may apply to begin receiving such benefits, and their re-employment by the City shall not prevent in service distribution of the normal service retirement benefits. ~~In service distributions shall not be allowed to commence for rehired or reinstated former employees who do not have 25 years of service.~~

2. In accord with Section 2-460, former employee participants who are rehired or reinstated by the City and are receiving in service distributions will not earn additional benefits under the plan, other than any that may have already attached

to their normal service retirement pension, nor will such individuals earn additional service credit or be required to make funding contributions.

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

Passed at meeting: _____

_____
Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: _____, Assistant City Attorney

Approved for Council action: _____, City Manager

EXPLANATION TO COUNCIL BILL 2024-111 (HARDINGER)

FILED: 06/10/2024

ORIGINATING DEPARTMENT: Human Resources

TITLE: A special ordinance approving a collective bargaining agreement by and between the City of Springfield, Missouri, and the Springfield Police Officers Association, Fraternal Order of Police Lodge 22, the exclusive representative of a certain bargaining unit within the Police Department; authorizing the City Manager, or designee, to execute said agreement by and on behalf of the City and providing additional authority.

PURPOSE: In light of the Missouri Supreme Court's rulings, the City, without affecting or superseding the authority of the Missouri State Board of Mediation, established a framework for certain regular employees of the City to engage in collective bargaining. Pursuant to City Code section 2-94, the City entered into collective bargaining with the Springfield Police Officers' Association, Fraternal Order of Police Lodge 22 ("SPOA"), the exclusive representative of a certain bargaining unit within the Springfield Police Department. The agreement attached to the Ordinance as "Exhibit 1" reflects all agreements reached voluntarily through the collective bargaining process. The new contract includes pay improvements as set forth in the agreement. The agreement is to be effective July 1, 2024, and valid through June 30, 2027.

REMARKS: The recommendations and explanations contained herein are consistent with Council's policies.

It is respectfully requested that City Council approve the Collective Bargaining Agreement with an effective date of July 1, 2024.

BACKGROUND INFORMATION:

Submitted By:

Authorized for inclusion on the agenda pursuant to City Code section 2-33:

Attachments:
1. Ord SPOA CBA 2024 JLP
2. Law Enforcement (LES) Union Salary Schedule
3. Ex. 1 SPOA CBA FINAL

One-rdg. _____
P. Hrngs. _____
Pgs. 46
Filed: 06-10-24

Sponsored by: Hardinger

First Reading: _____ Second Reading: _____

COUNCIL BILL 2024-111 SPECIAL ORDINANCE _____

AN ORDINANCE

APPROVING a collective bargaining agreement by and between the City of Springfield, Missouri, and the Springfield Police Officers Association, Fraternal Order of Police Lodge 22, the exclusive representative of a certain bargaining unit within the Police Department; authorizing the City Manager, or designee, to execute said agreement by and on behalf of the City; and providing additional authority.

WHEREAS, the City of Springfield, Missouri, (the "City") has an established framework for certain City employees to engage in collective bargaining, and this established framework is set forth in Springfield City Code Section 2-94; and

WHEREAS, pursuant to Special Ordinance 26344, the City recognized and continues to recognize the Springfield Police Officers Association, Fraternal Order of Police Lodge 22 ("SPOA"), as the exclusive collective bargaining representative of a certain bargaining unit within the Springfield Police Department; and

WHEREAS, the City established a team (the "City's team") for the purposes of collectively bargaining as the exclusive agent for the City for collective bargaining; and

WHEREAS, the City and SPOA are parties to a certain collective bargaining agreement effective July 1, 2021, which expires June 30, 2024, and which requires the City and SPOA to meet in good faith to attempt to negotiate a new agreement; and

WHEREAS, the City's team met with SPOA and conferred and discussed wages, benefits, and other terms and conditions of employment in order to reach a tentatively agreed upon and mutually satisfactory successor collective bargaining agreement, which is contingent upon ratification by the bargaining unit and approval by City Council; and

WHEREAS, the bargaining unit ratified the proposed collective bargaining agreement on June 10, 2024 and the proposed successor collective bargaining agreement is now submitted to City Council for consideration and approval.

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

Section 1 – The Agreement by and between the City of Springfield, Missouri, and the Springfield Police Officers Association, Fraternal Order of Police Lodge 22, a true and accurate copy of said Agreement being attached hereto and incorporated herein as "Exhibit 1," by and same is hereby approved.

Section 2 – The City Manager, or designee, of the City of Springfield, Missouri, is hereby authorized and directed to execute said Agreement by and on behalf of the City.

Section 3 – The City Manager, or designee, is hereby authorized to take such action and execute such other documents as may be necessary or desirable to carry out and comply with the intent of this Ordinance, including documents to clarify the interpretation of said Agreement, provided that any such documents are approved as to form by the City Attorney.

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

Passed at meeting: _____

_____
Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: _____, Assistant City Attorney

Approved for Council action: _____, City Manager

CITY OF SPRINGFIELD, MO

Human Resources Department

LAW ENFORCEMENT (LES) UNION SALARY SCHEDULE

SALARY CHANGE: **PROPOSED 2% across the board for LES 2, steps 6-14, all of LES 5, and all of LES 10. Freeze LES 2, Step 4. New Entry Pay for New Recruits LES 2, Step 5 - 10% below LES 2, Step 6. LES 2, Step 6 New Police Academy Graduate Pay.**

EFFECTIVE DATE: **7/14/2024**

GRADE	STEP 1		STEP 2		STEP 3		STEP 4		STEP 5		STEP 6		STEP 7		GRADE
								1,815.20		**1,925.60**		**2,139.20**		**2,246.40**	
LES 2							22.69	47,195.20	24.07	50,065.60	26.74	55,619.20	28.08	58,406.40	**LES 2**
												2,322.40		**2,437.60**	
LES 5											29.03	60,382.40	30.47	63,377.60	**LES 5**
LES 10															**LES 10**

GRADE	STEP 8		STEP 9		STEP 10		STEP 11		STEP 12		STEP 13		STEP 14		GRADE
		2,357.60		**2,476.00**		**2,600.00**		**2,729.60**		**2,866.40**		**3,009.60**		**3,159.20**	
LES 2	29.47	61,297.60	30.95	64,376.00	32.50	67,600.00	34.12	70,969.60	35.83	74,526.40	37.62	78,249.60	39.49	82,139.20	**LES 2**
		2,560.00		**2,687.20**		**2,822.40**		**2,963.20**		**3,111.20**		**3,267.20**		**3,430.40**	
LES 5	32.00	66,560.00	33.59	69,867.20	35.28	73,382.40	37.04	77,043.20	38.89	80,891.20	40.84	84,947.20	42.88	89,190.40	**LES 5**
		2,832.80		**2,973.60**		**3,123.20**		**3,278.40**		**3,442.40**		**3,614.40**		**3,796.00**	
LES 10	35.41	73,652.80	37.17	77,313.60	39.04	81,203.20	40.98	85,238.40	43.03	89,502.40	45.18	93,974.40	47.45	98,696.00	**LES 10**

Step 4 on Grade LES 2 will be phased out and frozen effective September 16, 2024.

Step 5 on Grade LES 2 is the new entry pay for New Recruits

COLLECTIVE BARGAINING AGREEMENT

BETWEEN:

THE CITY OF SPRINGFIELD, MISSOURI

AND

THE SPRINGFIELD
POLICE OFFICERS' ASSOCIATION **(SPOA)**,
FRATERNAL ORDER OF POLICE LODGE 22

EFFECTIVE DATE 07/01/2024

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PREAMBLE

This Collective Bargaining Agreement (CBA) is made to set forth the results of discussions between the City of Springfield, Missouri, hereinafter referred to as "the City", and the Bargaining Unit of the Springfield Police Officers' Association, Fraternal Order of Police Lodge 22, hereinafter referred to as "SPOA".

ARTICLE 1 – RECOGNITION

1.1 Recognition of Exclusive Bargaining Representative

The City of Springfield recognizes the SPOA as the exclusive bargaining representative of the Bargaining Unit defined herein.

1.2 Definition of the Bargaining Unit

Provided that the SPOA is certified as representing the Sergeants in the Police Department for the City of Springfield, the parties agree on the following definition of the Bargaining Unit:

"A unit of full time non-probationary Police Officers, Police Corporals, and Police Sergeants as defined and licensed pursuant to 590.010 R.S.Mo. et seq. who are employed by the City of Springfield, Missouri in the Police Department, but excluding managerial employees, confidential employees and all other employees of the City, and further specifically excluding all Police Department personnel regardless of rank who are engaged in activities for the Inspections and Internal Affairs Unit of the Police Department. Notwithstanding the above, any provisions of the collective bargaining agreement applicable to probationary employees will be so designated.

(a) A managerial employee means an individual who: is engaged in management functions that are not merely routine, incidental, or clerical in nature and require the exercise of independent judgment and devotes a majority of employment time to the exercise of such judgment. Some examples of management functions include, but are not limited to:

(1) They formulate or assist in formulating, developing, administering or effectuating management policies which are applicable to bargaining unit employees;
(2) They may reasonably be required on behalf of the City to assist in the preparation for the conduct of collective bargaining negotiations;
(3) They have a role on behalf of the City in the administration of agreements resulting from collective bargaining negotiations;
(4) They have a role in personnel administration;
(5) They have a role in employee relations;
(6) They have the authority in the interest of the City to hire, direct, assign, promote, reward, transfer, furlough, lay off, recall, suspend, discipline, or remove bargaining unit employees, to adjust their grievances, if the exercise of the authority is not merely routine or clerical in nature but requires the consistent exercise of independent judgment; and
(7) They have a role in the preparation or administration of budgets for any public safety agency or institution or

subdivision thereof.

(b) Officers who are considered "confidential employees" occupy positions outside the bargaining unit. However, the individuals who fill these positions are still entitled to the benefits of the collective bargaining agreement.

(c) A confidential employee is defined as a person, regardless of rank, who devotes a substantial portion of his/her time in assisting and acting in a confidential capacity with respect to a management employee including employees assigned full time to the Inspections and Internal Affairs Unit (IIAU) and the Office of the Chief of Police as their primary duty assignment."

1.3 <u>Application to Probationary Employees</u>

The parties agreed that as the contract is negotiated, any provisions of the collective bargaining agreement applicable to probationary employees would be so designated.

ARTICLE 2 – SPOA RIGHTS

2.1 Authorization for Payroll Deduction

Authorization of payroll deduction shall continue in effect from year-to-year unless revoked in writing by the employee with thirty (30) days' notice to the SPOA or challenged in writing pursuant to the City's General Ordinance 6090. The City shall deduct such amounts from the first two pay periods during any month (a total of 24 deductions per year).. Upon receipt of a monthly invoice/spreadsheet delivered ten (10) days before the end of the month, the amounts deducted shall be direct deposited within ten (10) days to the SPOA. The amounts deducted shall be transmitted within ten (10) days to the SPOA. The City will not be held liable for check-off errors but will make proper adjustments with the SPOA for errors, within a thirty (30) day period from the time the error has been identified. Provided the City acts in compliance with provisions of this Article, the SPOA will indemnify, defend, and hold the City harmless against any claims made and against any suit instituted against the City as a result of the City's enforcement of this Article or as a result of any check-off errors.

2.2 Dues & Payroll Deduction

Within thirty (30) days of the acceptance of a recruit, officer, corporal, sergeant, lieutenant, captain, or major (including such employees that are probationary employees), to the membership of the SPOA, the SPOA will forward a "Dues & Payroll Deduction Authorization Form" to the City of Springfield's Human Resources Department. The Dues & Payroll Authorization Form will acknowledge that the member authorizes deduction of dues as well as any costs associated to the SPOA's voluntary Dental, Vision, Short Term Disability, Chiropractic and Life Insurance programs. There will be three (3) categories of deductions on the monthly invoice/spreadsheet; SPOA dues, pre-tax deductions and post-tax deductions. All deductions will be in dollar amounts.

The City of Springfield, upon written request by ten (10) or more bargaining unit members, shall provide its employees with the option of contributing to a political action committee through payroll deduction.

2.3 New Hires

The City will provide the SPOA with access to new hires for purposes of SPOA Orientation within thirty (30) days of hire.

2.4 Bulletin Boards

The City will designate a specific reasonable SPOA Bulletin Board at Police Headquarters, the South District Station and Police Substation(s).

The SPOA Bulletin Boards shall be used for the purpose of posting notices of SPOA meetings, elections, and any other SPOA activity.

It shall be the responsibility of the SPOA to maintain the SPOA Bulletin Boards, to ensure prompt removal of outdated materials, and further ensure that the posting of such material is limited only to those Bulletin Boards provided above.

2.5 Use of Intra-Departmental Mail and E-Mail System

The SPOA shall have the rights to use the departmental mail and email for providing information concerning SPOA's scheduling of meetings, elections, collective bargaining, insurance and other reasonable SPOA business as approved by the Chief of Police. E-mail messages may be monitored by the City and may be subject to the provision of the Sunshine Law. All intra-departmental mail placed into the mail system by the SPOA shall be subject to the City's review, provided however the City shall not open sealed envelopes, marked confidential SPOA Business, to be returned to the SPOA if unclaimed.

2.6 Right of Access

The City agrees that the representatives of the SPOA shall be accorded reasonable access to bargaining unit members for the purpose of collective bargaining, possible discipline and grievance processing, critical incidents and SPOA reports, providing that such access does not interfere with the performance by City employees of their duties.

2.7 Certification of SPOA Officers and Agents

The SPOA shall certify to the Chief of Police, the names of officers of the SPOA or their designees and agents of the SPOA who are authorized to act on behalf of the SPOA.

2.8 Use of Building

The City agrees to allow use of City buildings and facilities for SPOA meetings under the same guidelines required for use by any other group or organization.

ARTICLE 3 - SPOA BUSINESS

3.1 Executive Board Members

Members of the Executive Board, and/or State or National Trustee shall be allowed up to two (2) hours of duty time to attend regularly scheduled SPOA meetings each month if his regular shift occurs during periods of time in which such meetings are held. Such time off with pay shall not exceed the period of time required for two (2) SPOA meetings in any calendar month.

3.2 Divisional Members

One (1) member from each shift per Division on duty during regularly scheduled or posted emergency SPOA meetings, will be allowed up to two (2) hours per month duty time to attend regular SPOA meetings.

ARTICLE 4 – LABOR MANAGEMENT MEETINGS

4.1 Labor Management Meetings

The SPOA and the Police Department mutually agree that in the interest of efficient management and harmonious employee relations, it is desirable that meetings be held between the SPOA representatives and the Chief (or his designee). Such meetings shall be held once a month at a regularly scheduled time unless both the SPOA and Chief agree to cancel the meeting. In addition, either the SPOA or Chief may request a special meeting at least seven (7) days in advance.

4.2 Integrity of Grievance Procedure

It is expressly understood and agreed that such meetings shall be exclusive of the grievance procedure. Grievances being processed under the grievance procedure shall not be discussed in detail at labor management meetings, and any such discussions of a pending grievance shall be non-binding on either party and solely for the purpose of exploring alternatives to settle such grievances.

4.3 Report of Agreements or Recommendation Reached at Meetings

Any agreement or recommendation reached at a labor management meeting shall be in writing, signed by the SPOA representative and the Chief of Police and copies shall be submitted to the Police Department and the SPOA.

4.4 SPOA Representative Attendance

The SPOA's Executive Board shall represent it at the labor management meetings without loss of pay if the meeting is scheduled during the member's duty time. Supervisor shall approve the absence except in emergency situations.

ARTICLE 5 – MANAGEMENT RIGHTS, OTHER EMPLOYMENT, AND CIVIL EMERGENCIES

5.1 Management Rights

Except as otherwise expressed in this Agreement, the SPOA recognizes that the City possesses the sole and exclusive right to operate and direct all of the officers of the Police Department, in all aspects, including, but not limited to, all rights and authority granted by law.

Management rights include, but are not limited to, the rights listed below, except to the extent such rights are restricted by provisions of this Agreement:

(a) To maintain executive management and administrative control of the Police Department and its properties and facilities and the staff.

(b) To plan, direct, control, assign and determine the operations or services to be conducted by officers of the Police Department.

(c) To determine the methods, processes, means, job classifications and number of personnel by which the Police Department operations are to be conducted.

(d) To select, hire, promote, schedule, train, transfer, assign and evaluate work of bargaining unit officers.

(e) To direct and supervise the entire working force of the Police Department, including the establishment of work standards.

(f) To demote, suspend, discipline, or discharge officers for just cause (as defined by the City's Merit Rule 12.4) and to discipline or terminate probationary officers with or without just cause.

(g) To make, add, delete, alter, and enforce procedures, rules and regulations.

(h) To introduce new or improved methods, equipment or facilities.

(i) To contract out for goods and services.

The City has the sole authority to determine the purpose and mission of the Police Department.

5.2 Other Employment

Any and all employees covered by this Agreement who desire to perform work for an entity other than the City shall seek prior approval for such employment from the

City in accordance with the policies of the City Charter, Merit Rules and Police Department Standard Operating Guidelines relating to secondary employment.

No employee shall be required to indemnify the City for any liability that may arise while working other employment. In the event an employee is employed by an entity, said employment shall not affect the performance of the employee's duties, nor shall such other employment interfere with any operations of the City, nor affect an employee's availability for call-outs, nor shall constitute a conflict of interest with employment for the City of Springfield Police Department.

Extra-duty and off-duty employment may be denied or revoked at any time by the City. The basis for such denial or revocation shall be communicated to the officer in writing.

5.3 Civil-Emergency Conditions

If, at the sole discretion of the City, it is determined that extreme civil emergency conditions exist, including but not limited to riots, civil disorders, tornado conditions, floods, or other similar catastrophes, upon oral notice of an SPOA representative at a practical time, the provisions of this Agreement may be suspended by the City during the time of the emergency, provided wage rates and all economic benefits shall not be suspended and that these provisions shall neither limit an employee's right to invoke the grievance procedure in a timely manner after the cessation of the emergency, nor limit the protections granted by the terms of this Agreement. It is agreed that the processing of any grievance occurring during this emergency shall be delayed until a time when the emergency conditions no longer hamper normal business activity.

5.4 Emergency Trailer Response

In the event of State or National Emergency call-out, SPD will allow 2 officers off with pay for up to 2 weeks or as approved by the Chief of Police.

ARTICLE 6 – APPLICATION OF MERIT RULES

The Merit Rules for the City of Springfield, and as may be amended from time to time, control and will remain in force and effect unless directly contrary to a specific provision of this Agreement, in which said latter case the specific provision of this Agreement will control. If a Merit Rule is changed by the City during the term of this Agreement that affects the bargaining unit that is not addressed in this Agreement, the City will meet with the SPOA, negotiate over the effects of any such change and agree to modify and adopt any necessary modification to the collective bargaining agreement that may result from the negotiations.

ARTICLE 7 – APPLICATION OF THE POLICE DEPARTMENT STANDARD OPERATING GUIDELINES (SOGS) AND SPECIAL ORDERS

The Standard Operating Guidelines and Special Orders for the City of Springfield Police Department, and as may be amended from time to time, control and will remain in force and effect unless directly contrary to a specific provision of this Agreement, in which said latter case the specific provision of this Agreement will control. If a Standard Operating Guideline or Special Order is changed by the Department during the term of this Agreement that affects the bargaining unit that is not addressed in this Agreement, the City will provide advance notice to the SPOA, and will meet with the SPOA to negotiate over the effects of any such change. The City and the SPOA agree to modify and adopt any necessary modification to the collective bargaining agreement that may result from the negotiations.

ARTICLE 8 – NON-DISCRIMINATION

8.1 Prohibition Against Discrimination

The City and the SPOA agree not to discriminate against any employee on the basis of race, sex, creed, religion, color, age, national origin, mental or physical handicap or sexual orientation in discipline or in any term or condition of employment. The City and the SPOA agree that the mandatory retirement age of sixty (60) for employees covered by Police Fire Pension does not constitute illegal discrimination under current state and federal law. The use of masculine or feminine gender in this Agreement shall be construed as including both genders.

8.2 SPOA Membership or Activity

Neither the City nor the SPOA shall interfere with the right of employees covered by this Agreement to become or not become members of the SPOA, and there shall be no discrimination against any such employees because of lawful SPOA membership or non-membership activity or status.

ARTICLE 9 – PERSONNEL AND IIAU FILES

9.1 Personnel Files

The City shall keep a personnel file for each employee within the bargaining unit.

9.2 Inspection of Personnel File in Human Resources Department

Upon request of an employee, the City shall reasonably permit an employee to inspect his personnel file subject to the following:

(a) Such inspection shall occur within a reasonable time following receipt of the Request and may be in the presence of a City HR representative;

(b) Such inspection shall occur during daytime working hours Monday through Friday upon reasonable request;

(c) The employee shall not be permitted to remove any part of the personnel file from the premises but may request copies of any information contained therein to be provided in a reasonable period of time;

(d) The employee may have a representative of the SPOA present during such inspection.

9.3 Review of IIAU History

An employee shall have the right, upon reasonable notice to Inspection and Internal Affairs Unit (IIAU), to view the employee's IIAU history in the presence of an IA investigator. The employee may take notes during the viewing, but cannot leave with any documents or copies of documents, from the file.

9.4 SPOA Access to Personnel File Information for Grievances and Arbitrations

The SPOA shall be entitled to information from personnel files that is reasonably necessary to investigate, prepare for, and/or present grievances and arbitrations. Any requested copies shall be at the SPOA's expense. The SPOA agrees to keep all such information confidential.

9.5 Notification

Employees shall be given notice by City when a formal, written warning or other disciplinary documentation is issued. An employee may attach to any material placed within his file a letter of rebuttal, which must remain in the file along with the material. Signing, or refusing to sign, a copy of the disciplinary action shall constitute receipt of notice. The employee shall be entitled to a copy of the disciplinary notice.

ARTICLE 10 – JOB SPECIFICATIONS

The City shall maintain written job specifications that shall include the following: title, nature of work, general description of the duties, and minimum or desirable qualifications for the job. The City will give the SPOA at least thirty (30) days advance written notice of any proposed change in the job specifications and upon request of SPOA, the City shall meet with the SPOA to answer questions from the SPOA about the change.

ARTICLE 11 – BASIC WORK PERIOD AND OVERTIME

Basic Work Period and Overtime shall be governed as set out in SOG 204.1, except that 3 hours shall be substituted for the 2.67 hours amount currently stated in SOG 204.1 subpart 5.3 for Court time.

Effective January 2, 2022A consecutive fourteen (14) day, 80-hour work period shall apply to bargaining unit members assigned to uniformed patrol. Bargaining unit employees not assigned to uniform patrol shall continue to have a consecutive seven (7) day, 40-hour, work period. Effective January 2, 2022, accrual of compensatory time for all bargaining unit members was frozen and thereafter employees within the bargaining unit have been and will continue to be paid cash at one and one-half times their normal hourly salary for hours worked in excess of their normal work period. Compensatory time accrued before January 2, 2022, may be used after that date.

ARTICLE 12 – SENIORITY

12.1 Definitions

As used herein, (a) the term "Department Seniority" shall mean the continuous length of service or employment with the City of Springfield's Police Department commencing on the first regularly scheduled workday of the Springfield Police Department Academy or Lateral Academy; and (b) "Rank Seniority" shall mean the effective date of promotion to a particular rank. Seniority for an employee rehired shall commence on the date of rehire.

If two (2) or more employees have the same date of hire or promotion, their respective seniority dates shall be determined in the order of their Department Serial Number (DSN), determined after the completion of the Police Academy, if their department serial number was issued on a competitive basis. In the event that the DSN was issued in any other fashion than a competitive basis, then the employee's seniority will be determined by averaging each competing employee's academic score and firearms score from their respective Police Academy records.

12.2 Reductions in Force

Any reductions in the size of the bargaining unit shall be made by inverse Departmental Seniority. Members have no right to bump outside the Department. Employees shall be recalled from layoff status by Departmental Seniority. Recall rights shall be preserved for a period of one (1) year from the date of layoff. In order to be eligible for recall an employee must successfully complete background investigation, drug test, polygraph exam, medical examination, and psychological screen. Notice of recall shall be mailed by certified mail to employees at their last place of residence shown on City's personnel records. Any employee who fails to report for duty within fifteen (15) working days following receipt of notice of recall or within fifteen (15) working days following attempted delivery of such notice if the same is unclaimed or otherwise not actually received shall be deemed as having permanently terminated his employment. Notice of recall shall also be sent to the SPOA so that a list can be prominently displayed by the SPOA to the bargaining unit members.

12.3 Bidding Squads and Shifts

Annually, Bargaining Unit employees shall be permitted to bid on squad assignments and shall be awarded their bids by their Rank Seniority, except for just cause or when departmental need necessitates otherwise. In either case, a written explanation will be provided to the bargaining unit member as to why his/her bid was not accepted.

12.4 Termination of Seniority

Subject to Section 12.6 below, seniority shall terminate when an employee's employment with the City of Springfield Police Department is terminated for any reason other than a layoff of less than twelve (12) months. If an employee challenges his termination and is reinstated, his seniority date shall be the same as if he had not been discharged.

12.5 Promotions

The Chief will be presented with a list of three (3) names for the first vacancy plus one name for each additional vacancy to selection from, ranked in order of final score. In case of a tie score, the tie will be broken by departmental seniority. If there is still a tie, the tie will be broken by DSN, lowest to highest.

12.6 Additional Provisions Applicable to Seniority

The City and the SPOA agree that for purposes of annual shift bidding, departmental seniority, and rank seniority, Merit Rule8.12, Reinstatement, regarding reinstatement applies such that a former police department employee reinstated to a position of the same class in the bargaining unit shall have the same seniority as the employee had at the time of separation. This shall apply to any reinstatement that occurs after January 1, 2024.

ARTICLE 13 – EXCHANGE OF DUTY

13.1 Definition

Duty exchange is defined as the voluntary trading of time worked between two (2) employees of like rank, length of shift, and similar assignment due to the employee's desire or need to attend to personal matters. Each exchange of duty must be mutually agreed to and must be completed and time worked balanced within the same work week. The total number of duty exchanges per employee shall normally be limited to three (3) shifts per calendar year unless approved by the Chief of Police or his designee. The exchange of consideration between employees for payment of duty exchange is prohibited.

13.2 Approval

Duty exchange shall be approved through the employee's Chain of Command up to the Bureau Commander or his designee.

13.3 Requesting Duty Exchange

Duty exchange shall be requested in writing and, except in cases of an emergency, the request must be submitted at least two (2) weeks prior to the dates of exchange. Cause for denial of duty exchange shall, when possible, be discussed with the employee prior to denial.

ARTICLE 14 – PRESERVATION OF BARGAINING UNIT WORK

It is the general policy of the City to continue to utilize bargaining unit employees to perform work they presently perform. If in the interest of improved operations, the City wishes to transfer bargaining unit work outside of the bargaining unit, it shall notify the SPOA in advance and meet and discuss with the SPOA alternatives to the proposed removal of bargaining unit work. Subject to the foregoing, the City may transfer work after discussing it with the SPOA as long as the transfer does not cause the layoff of a bargaining unit employee.

ARTICLE 15 – INVESTIGATIVE RIGHTS

15.1 Receipt of Complaints

The Chief of Police shall establish and put into operation a system for the receipt, investigation, and determination of complaints against bargaining unit members received by such Chief of Police from any person.

15.2 Conduct of Investigation

Whenever a bargaining unit member is under investigation and is subject to interrogation by members of his agency, for any reason which could lead to disciplinary action, demotion, or dismissal, such interrogation shall be conducted under the following conditions:

(a) Interrogation: When a bargaining unit member is under investigation by the Springfield Police Department for a complaint received, and is to be interrogated in respect to such complaint by other members of the department when there is a logical possibility that disciplinary action, demotion, or dismissal may result, such interrogation shall be conducted as follows:

(b) The bargaining unit member shall be informed of the name of all complainants, if known, unless it is determined by the Chief that so informing the bargaining unit member will compromise the investigation in any way.

(c) Preliminary discussions with supervisory personnel within the Police Department, in relation to a complaint received, shall not be considered as interrogation as used herein; provided however, if the complaint is then pursued the information discussed shall not be used against the bargaining unit member.

(d) The bargaining unit member under investigation shall be informed of the rank, name, and command of the Officer in charge of the investigation, the interrogating Officer, and all persons present during the interrogation. All questions directed to the bargaining unit member under interrogation shall be asked by and through one interrogator at any one time.

(e) The bargaining unit member under investigation shall be informed of the nature of the investigation prior to any interrogation.

(f) Interrogation sessions shall be for reasonable periods and shall be timed to allow for such personal necessities and rest periods as are reasonably necessary.

(g) The bargaining unit member under interrogation shall not be subjected to offensive language or threatened with transfer, dismissal, or disciplinary action. No promise or reward shall be made as an inducement to obtain testimony or evidence.

(h) The bargaining unit member under interrogation shall be completely informed of all his rights pursuant to this procedure prior to the commencement of the interrogation and of his responsibility to answer all questions, and this notification shall be included on the tape-recording written record of the session.

(i) At the request of any bargaining unit member under investigation, he shall have the right to be represented by counsel or any other representative of his choice who may be present at all times during such interrogation.

(j) Interrogation of bargaining unit member under investigation will be audio recorded and a transcript will be prepared from that record and both will be made available as part of the investigative file. Records and tapes compiled by the department shall be exclusively retained by the department as confidential information, but may be used at the discretion of the City in administrative hearings or for other administrative purposes.

15.3 Notification

A bargaining unit member under investigation shall receive written notification from the investigating Officer or Chief of Police as to the determination of the investigation. Should a bargaining unit member be disciplined by suspension, demotion, dismissal, transfer, or reassignment arising from an investigation, he shall be notified in writing as to the action being taken and the reasons therefore.

15.4 Non-Discrimination

No Officer shall be discharged, disciplined, demoted, or denied promotion, transfer, or reassignment, or otherwise be discriminated against in regard to his employment, or be threatened with any such treatment, by reason of his exercise of the rights granted by this regulation.

15.5 Admissibility of Polygraph

The result of any polygraph required by the department shall be inadmissible in a personnel board or arbitration hearing.

15.6 Non-Limitation of Rights

Nothing herein is intended to limit Garrity and other constitutional rights.

ARTICLE 16 – DISPUTE RESOLUTION GRIEVANCE PROCEDURE

16.1 Definition of a Grievance

A grievance is defined as any unresolved difference between the City and the SPOA or any employee regarding the application, meaning or interpretation of an express provision of this Agreement or which involves an alleged violation of an express provision of this Agreement and excluding discipline and discharge issues. Grievances concerning discipline or discharge are addressed separately in Article 17, Discipline Grievances.

Grievances may be processed by the SPOA on behalf of an employee, on behalf of a group of employees, or the SPOA itself. Either party may have the grievant, or one (1) grievant representing a group of grievants, present at any step of the grievance procedure, and the employee is entitled to SPOA representation at each and every step of the grievance procedure upon his request. Grievances may be filed on behalf of two (2) or more employees only if the same or similar issues apply to all employees in the group and the grievants seek a similar type of remedy.

A grievance shall contain a statement of the SPOA's position, the Article and Section of the Agreement allegedly violated, the date of the alleged violation, the relief sought, and the signature and the date of the grieving employee(s) or a SPOA representative. Unrelated issues shall not be addressed in the same grievance.

The grievance procedure shall be the exclusive mechanism to resolve contract grievances.

16.2 Timeliness

To be considered timely, a grievance must be presented within fifteen (15) calendar days of the date of the occurrence giving rise to the grievance or the date that the aggrieved employee (or SPOA) became aware of, or reasonably should have become aware, of the occurrence, whichever is later. Untimely grievances are waived.

16.3 Informal Dispute Resolution

In the interest of resolving disputes at the earliest possible time, it is agreed that an attempt to resolve a dispute may be made between the employee and his/her immediate supervisor. The employee shall make his complaint to his immediate supervisor. Settlements or withdrawals at this step shall not constitute a precedent in the handling of other grievances. In the event of a complaint, the employee shall first complete his assigned work task, and complain later. The SPOA may initiate grievances at Step 1 described below.

16.4 Grievance Handling

No employee or SPOA representative shall leave his work assignment to investigate, file or process grievances without first securing permission of his supervisor. In the event of a grievance, the employee shall always perform his assigned work task and grieve his complaint later, unless the employee reasonably believes that the assignment endangers his immediate

safety. Grievances shall not be investigated by the employee or SPOA during working hours unless mutually agreed to by the City and the SPOA.

16.5 <u>Grievance Procedure</u>

Step 1:

If the grievance is not resolved pursuant to the informal dispute resolution procedure the SPOA shall make a determination whether it should be pursued based upon the merits of the grievance; if so, it shall prepare a written grievance and present it to the Department's designated representative for handling grievances no later than ten (10) calendar days after the employee was notified of the decision of the supervisor. If the SPOA elects to skip informal dispute resolution, then any grievance must be made within the time prescribed by Section 16.2. A grievance must be on an approved grievance form and may be delivered via electronic mail or hard copy. Within ten (10) calendar days after the grievance has been submitted, the Department's representative or his designee shall meet with the grievant and the SPOA Representative to discuss the grievance and make a good faith attempt to resolve the grievance. The Department's representative shall respond in writing to the grievant and the SPOA Representative within five (5) calendar days following the meeting. If the Department does not respond within the time limits, the SPOA may advance the grievance to the next step.

Step 2:

If the grievance is not settled at Step 1, a written appeal may be filed within five (5) calendar days after the decision of the Department's representative to the Chief of Police or his designee. Within ten (10) calendar days thereafter, the Chief of Police or his designee shall meet with the grievant and the SPOA Representative to discuss the grievance make a good faith attempt to resolve the grievance. The Chief of Police or his designee shall respond in writing to the grievant and the SPOA within five (5) calendar days following the meeting.

Step 3:

If the SPOA is not satisfied with the response of the Chief of Police, it may either file a written request for arbitration or request that the Human Resources Director (or his/her designee) review the Response within ten (10) calendar days of receiving the Response. If the SPOA elects to request that the Human Resources Director review the grievance, the Human Resources Director must either deny the grievance or issue a decision within fifteen (15) calendar days of the SPOA's request. Within ten (10) calendar days of receiving the HR Director's decision the grievance may be advanced to arbitration.

Step 4:

If the dispute is not settled at Step 2 or 3, whichever is applicable, the SPOA may demand in writing that a grievance be submitted to arbitration no later than thirty (30) calendar days from the conclusion of Step 2 or 3, whichever is applicable. Grievances which are not advanced timely are waived.

Within twenty (20) calendar days after SPOA has demanded arbitration, a representative of the City and the SPOA shall meet to try to agree upon an arbitrator. If the parties are unable to agree on an arbitrator within ten (10) calendar days after such meeting, the parties shall request the FMCS to submit a list of seven (7) arbitrators. Either party shall have the right to reject one (1) entire list of arbitrators. The arbitrator shall be selected from the list of seven (7) by alternate strikes by the City representative and the SPOA. A coin toss shall be used to determine the first strike. The loser of the coin toss shall strike first. The person whose name remains on the list shall be the arbitrator. All hearings shall be held in the City of Springfield unless otherwise agreed to.

Both parties agree to make a good faith attempt to arrive at a joint statement of facts and issues to be submitted to the arbitrator. Jointly submitted facts and issues will be binding on the arbitration. The City or SPOA shall have the right to request the arbitrator to require the presence of witnesses and/or documents. Each party shall bear the expense of its witnesses. The expenses and fees of arbitration and the cost of the hearing room shall be shared equally by the City and the SPOA. Costs of arbitration shall include the arbitrator's fees, room cost and transcription costs. The decision and award of the arbitrator shall be made within forty-five (45) days following the hearing and shall be final and binding.

16.6 <u>Authority of the Arbitrator</u>

The arbitrator shall have no right to amend, modify, nullify, ignore, add to or subtract from the provisions of this Agreement. The arbitrator shall consider and decide *only* the question of fact as to whether there has been a violation, misinterpretation or misapplication of the specific provisions of this Agreement as submitted to him by the parties and shall have no authority to make a decision on any issue not so submitted to him. The arbitrator shall be without power to make decisions contrary to or inconsistent with Missouri law. The arbitrator shall submit his or her decision in writing within forty-five (45) days following the close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to a written extension thereof. The decision shall be based solely upon the arbitrator's interpretations of the meaning or application of the specific terms of this Agreement to the facts of the grievance presented, consistent with applicable law and public policy. The arbitrator shall have the authority to fashion an award consistent with the requested remedy. A decision rendered consistent with the terms of this Agreement shall be final and binding.

16.7 <u>Grievance Processing and Time Limits</u>

A. Up until an arbitrator issues a decision, grievances may be withdrawn at any step of the grievance procedure without precedent.

B. Time limits may only be extended by mutual agreement, confirmed in writing by both parties.

C. Any grievance that is not filed or advanced within the time limits set forth in this Article will be considered to be abandoned and waived.

ARTICLE 17 – DISCIPLINE GRIEVANCES

17.1 Appeal Options

If a member of the bargaining unit is demoted in rank, suspended without pay, or discharged and believes the discipline lacks just cause (as defined in the Merit Rules), he or she may appeal the decision pursuant to Rule 13.4(c) or 13.5(c) of the Merit System Rules, except as modified herein. A member of the bargaining unit (or former member) may appeal the discipline by either (1) filing an appeal with the Personnel Board, or (2) waiving their right to a Personnel Board appeal and requesting a final decision from the City Manager. In either case, he or she must submit a written request stating the facts pertinent to his or her appeal, and attach the appropriate SPOA Discipline Appeal Process Form, within fifteen (15) calendar days of the effective date of the discipline, except in the event the 15th day falls on a Saturday, Sunday or City holiday, then it shall be considered timely if delivered on the next succeeding working day.

17.1(a) Requesting A Personnel Board Hearing

If the employee or former employee requests a hearing before the Personnel Board, he or she must submit his or her written request, attached to the appropriate SPOA Discipline Appeal Process Form, stating the facts pertinent to the appeal, to the Secretary to the Board (the Director of Human Resources) at the Director's office. Personnel Board appeal hearings will be conducted in accordance with procedures set forth in Merit Rule 13.6, Personnel Board Hearing. At the conclusion of the hearing, the Personnel Board's recommendation will be submitted to the City Manager, whose decision is final. The written decision by the City Manager's Office will be hand delivered to the employee or former employee with a copy to the designated SPOA representative within 24 hours of the written decision date; provided however, if the employee has been terminated or is otherwise not at work, the City Manager's decision will be sent to the employee/former employee by regular and certified mail with copies to the designated SPOA representative, and, for all intents and purposes, the letter shall be considered received three (3) days from the post mark of the letter.

17.1(b) Waiving Right to a Personnel Board Hearing and Requesting A Decision from City Manager

If the employee or former employee waives his or her right, in writing, to a hearing before the Personnel Board, and requests a final decision directly from the City Manager, he or she must submit a written request stating the facts pertinent to the appeal, attached to the appropriate SPOA Discipline Appeal Process Form, and deliver same to the City Manager, with a copy delivered to the Director of Human Resources. The City Manager will make a decision no later than fifteen (15) calendar days after receiving the written request, except in the event the 15th day falls on a Saturday, Sunday or City holiday, then it shall be considered timely if delivered on the next succeeding working day. The written decision by the City Manager's Office will be hand delivered to the employee or former employee with a copy to a designated SPOA representative within twenty-four (24) hours of the written decision date; provided however, if the employee has been terminated or is otherwise not at work, the City Manager's

decision will be sent to the employee/former employee by regular and certified mail with copies to the designated SPOA representative, and, for all intents and purposes, the letter shall be considered received three (3) days from the post mark of the letter. The employee or former employee will have fifteen (15) days after the receipt of the decision to request the SPOA to file a grievance.

17.1(c) Request to Waive Right to Personnel Board After Having Requested Personnel Board Hearing

Any employee who requests a hearing before the Personnel Board may formally seek to forfeit this request by indicating in writing to the Director of Human Resources a desire to do so and to seek a final decision from the City Manager. Any such request made at least thirty (30) calendar days prior to a scheduled Personnel Board hearing will be granted. Any such request made less than thirty (30) days prior to a scheduled Personnel Board hearing may be approved at the sole discretion of the City.

17.2 Arbitration or Circuit Court

If the employee/former employee is not satisfied with the City Manager's decision resulting from either 17.1(a) or 17.1(b), he or she may file a grievance with the SPOA or pursue his or her right of appeal to the Circuit Court.

The decision to file a grievance must be documented on the appropriate SPOA form and submitted to the SPOA office no later than fifteen (15) calendar days after receipt of the City Manager's decision, except in the event the 15th day falls on a Saturday, Sunday or City holiday, then it shall be considered timely if delivered on the next succeeding working day.

If the employee/former employee files a grievance with the SPOA, the SPOA will notify the City, via the Director of Human Resources, of its decision whether or not to demand arbitration of the grievance within fifteen (15) calendar days after receipt of the grievance, except in the event the 15th day falls on a Saturday, Sunday or City holiday, then the notification shall be considered timely if delivered on the next succeeding working day. If the SPOA demands arbitration, the grievance will be arbitrated according to the procedures of Step 4 of Subsection 16.5 (Grievance Procedure) of this Agreement. If the SPOA declines to arbitrate the grievance, the employee/former employee may nevertheless retain his right to appeal the decision to Circuit Court.

An arbitrator's decision will be final and binding. An employee or former employee whose disciplinary grievance is advanced to arbitration must waive, in writing on the appropriate SPOA form, his or her right to appeal the discipline in Circuit Court pursuant to Sections 536.100 to 536.150 R.S.Mo.

ARTICLE 18 – WAGES

18.1

A. Effective July 1, 2024, the City will fund the merit steps for all salary grades within the Law Enforcement Schedule (LES) Union Salary Schedule.
B. Effective July 14, 2024, the City will implement a 2% across the board increase for steps 6 through 14 of LES 2, and for all steps of LES 5 and 10.
C. Employees who are graduates of the 77th Police Academy will move from step 5 to step 6 of LES 2 on July 14, 2024, and their appraisal increment date will be reset to July 14, 2024. Any probationary period shall not be reset but will remain the same.
D. Employees who are graduates of the 78th Police Academy will move from step 4 to step 6 of LES 2 on July 28, 2024, and their appraisal increment date will be reset to July 28, 2024. Any probationary period shall not be reset but will remain the same.
E. Effective September 16, 2024, step 4 of LES 2 shall be closed and step 5 of LES 2 will be set at 10% less than step 6 of LES 2. Effective September 16, 2024, step 5 of LES 2 shall become the new Police Recruit starting pay. Any employees in step 4 of LES 2 on September 15, 2024, will automatically be moved to step 5 of LES 2 on September 16, 2024.
F. Premium Shift Pay: Effective January 12, 2025, those bargaining unit members who are in a uniformed patrol position within the Uniform Operations Bureau, and who are regularly assigned to the Second Shift or Entertainment District Shift, shall be paid premium shift pay in the amount of $1.00 per hour, and those regularly assigned to the Third Shift shall be paid premium shift pay in the amount of $1.50 per hour.
    a. Only those unit members who are regularly assigned one of these shifts as part of the annual shift bid process, or those new employees who are assigned long-term to one of these shifts prior to undergoing a bid process, shall receive the premium shift pay (e.g., those regularly assigned the First shift but who may occasionally fill in on one of the other shifts shall not receive the premium shift pay).
    b. Only employees assigned to a Uniform Operations Bureau patrol assignment are eligible for the premium shift pay. Those employees working in a specialty unit (e.g., Special Response Team, Missouri State University, K9, Traffic, Community Services Section) are not eligible.
    c. For the purposes of this section, "Second Shift" shall mean only the shift that on Monday through Saturday is scheduled for 1200 to 2400, and on Sunday either 1400 to 2200 (South) or 1500 to 2300 (North). "Third Shift" shall mean only the shift that on Monday through Saturday is scheduled for 1900 to 0700, and on Sunday either 2200 to 0600 (South) or 2300 to 0700 (North). "Entertainment District Shift" shall mean only the Entertainment District shift that on Monday through Saturday is scheduled for 1500 to 0300 and on Sunday 1700 to 0100.
G. One-time Retention Payment: Each bargaining unit member employed as of July 14, 2024, will receive a one-time $2,000.00 retention payment which will be included within the August 1, 2024, paycheck. However, eligible bargaining unit members who are on unpaid military leave on July 14, 2024, may choose to receive their $2,000 payment on the August 1, 2024, paycheck but in order to do so such employees must take some amount of paid leave during the pay period starting July 14, 2024. If any such employee

does not decide to take any paid leave during the July 14, 2024, pay period, then the $2,000 payment will be made at the earlier of when the employee returns from military service or the last paycheck of the 2024 calendar year.

18.2 Compensation Reopener Fiscal Year 2026

The SPOA may notify the City of its desire to engage in compensation reopener negotiations for Fiscal Year 2026 limited to Articles 11, 18, 19, 20.01 and 20.03 of this Agreement at least 30 days before the commencement of such successor negotiations. Prior to any such reopening, the City will retain an IT consultant and also conduct an internal review to determine the feasibility, cost and time implementation requirements needed in order to be able to discuss possible options regarding flexible, annual caps on vacation and continuous operation holiday amounts (with no annual carryover beyond the currently established caps). The negotiations shall begin no later than March 1, 2025. Before the commencement of negotiations, the City shall provide the SPOA a detailed cost analysis of the current wages and benefits of the bargaining unit and a projection of the cost of funding the merit steps in Excel spreadsheet form that is not locked in order to facilitate the SPOAs calculation of the cost of its proposals. It is the objective of this schedule for compensation reopener negotiations to begin in sufficient time for the SPOA's proposals to be considered during the budget process.

18.3 Compensation Reopener Fiscal Year 2027

The SPOA may notify the City of its desire to engage in compensation reopener negotiations for Fiscal Year 2027 limited to Articles 11, 18, 19, 20.01 and 20.03 of this Agreement at least 30 days before the commencement of such successor negotiations. The negotiations shall begin no later than March 1, 2026. Before the commencement of negotiations, the City shall provide the SPOA a detailed cost analysis of the current wages and benefits of the bargaining unit and a projection of the cost of funding the merit steps in Excel spreadsheet form that is not locked in order to facilitate the SPOAs calculation of the cost of its proposals. It is the objective of this schedule for compensation reopener negotiations to begin in sufficient time for the SPOA's proposals to be considered during the budget process.

18.4 Field Training Officer Stipend

Effective with the pay period beginning October 10, 2021, members of the bargaining unit assigned as Field Training Officers will be provided a $50 per day stipend for days when they are actually training.

18.5 Language Translator Stipend

Effective with the pay period beginning January 2, 2022, members of the bargaining unit who serve as language translators will be provided a stipend of $50 per day for days when they are called upon to serve as translators.

18.6 Premium Pay for Certain Voluntary Sunday Shifts

For the benefit of the City, the bargaining unit, and for the betterment of public safety, the parties have agreed that the City may at its discretion offer certain 2- and 4-hour unfilled supplemental Sunday shifts within the SPD Uniform Operations Bureau to members of the bargaining unit in order of seniority. Any member of the bargaining unit who voluntarily accepts and works a supplemental Sunday shift under these circumstances (and only those members who voluntarily accept and work such a shift) will receive premium pay equal to time and one-half of their normal hourly rate for hours worked during the supplemental shift, regardless of their total hours worked for the work period in which the shift falls. The hours worked during the 2- and 4- hour supplemental Sunday shifts will be recorded on timecards/timesheets using the Guaranteed Overtime (GUAR OT) hours type category.

18.7 Out of Title Pay

(a). Effective July 2, 2023, any police officer working out of title as an acting corporal for a full shift period, shall be paid for hours worked in an out of title capacity at a rate 10% above that officer's current base pay rate.

(b). Effective July 2, 2023, any sergeant working out of title as an acting lieutenant for a full shift period, shall be paid for hours worked in an out of title capacity at a rate 10% above that sergeant's current base pay rate.

(c). For purposes of determining applicability of out of title pay, the applicable shift is the normal shift of the higher-ranking employee. For example, if a lieutenant shift is normally a 10-hour shift and a sergeant fills in as the acting lieutenant for a 10- hour shift, then the sergeant receives out of title pay for that 10-hour period, even if the sergeant's full shift is actually 12 hours. The remaining two hours of the sergeant's shift would be paid at the sergeant's normal rate.

ARTICLE 19 – UNIFORM ALLOWANCE

19.1 Effective Date and Allowance

Effective the first full pay period on or after July 3, 2011, all bargaining unit members will receive a semi-annual clothing allowance of seven-hundred twenty-five dollars ($725.00) within the pay period in which September 15 and March 15 occur.

(a) The Police Department will implement a quartermaster system for police uniforms (i.e. shirts and pants). In Fiscal Year 2025 each bargaining unit member will be issued three complete sets of uniforms (long sleeve shirts, short sleeve shirts and pants) to begin the program. To offset the initial cost to purchase uniforms for every officer, the semi-annual clothing allowance will be reduced to five hundred seventy-five dollars ($575) during the September 2024 and March 2025 pay periods.

(b) Once the quartermaster system is established, whenever issued uniforms are deemed to be no longer serviceable due to normal wear and tear or damaged in the line of duty, bargaining unit members will be issued any necessary replacement uniform shirts and uniform pants.

19.2 Police Officers – Academy

New Police Officers (Academy) participate in both the Police Academy and the Field Training Program during their tenure and could incur considerable initial out-of-pocket expenses due to uniform requirements in both programs. As a result, new Police Officers (Academy) will be issued Academy uniforms and equipment to be worn during academy training. The Academy uniforms shall be returned to the police department upon graduation from the academy. Upon graduation from the Police Academy, new Police Officers will be issued Police Officer uniforms and equipment required for field training.

19.3 Police Officers – Lateral Hires

Police Officers (Lateral Hire Program) participate in both the Orientation Program and the Field Training Program during their tenure and could incur considerable initial out-of-pocket expenses due to uniform requirements in both programs. As a result, Police Officers (Lateral Hire Program) will be issued both required uniforms and related equipment.

19.4 Police Officers – Reinstatements

Reinstated employees, who are not required to complete the Academy or Field Training, will not be eligible for any uniform benefits(s) under the Police Officers Academy or Police Officers Lateral Hire Program.

19.5 Eligibility

New Police Officers (Academy) and Police Officers (Lateral Hire Program) will not be eligible to receive the semi-annual uniform allowance until one year after the date of their graduation from the Police Academy.

ARTICLE 20 – LEAVE GOVERNED BY MERIT RULES

20.1 Vacation

The provisions of the current Merit Rules are incorporated by this reference and shall govern vacation leave of bargaining unit members during the term of this Agreement; provided however, effective January 2, 2022, the continuous operation holiday leave accrual rate for bargaining unit members working a 14 day, 80-hour work period shall be twelve hours of continuous operation holiday leave for each holiday received by regular 40-hour employees.

Employees who transfer from one shift to another shift shall not lose any holiday leave accrued working the former shift. However, if the employee transfers to a shift that has a lower maximum continuous operation holiday leave accrual than the employee's current balance, then the employee will not accrue additional continuous operation holiday leave time until the employee has reduced the employee's balance below the applicable maximum.

20.2 Sick Leave Benefits and Sick Leave Redemption

The provisions of current Merit Rules are incorporated by this reference and shall govern sick leave benefits and sick leave redemption of bargaining unit members during the term of this Agreement. Effective January 2, 2022, those bargaining unit members working a 14 day, 80-hour work period shall continue to earn sick leave credit and have the same maximum sick leave accrual as they did while working a regular 40-hour work week.

20.3 Holidays

The provisions of current Merit Rules are incorporated by this reference and shall govern holidays of officers during the term of this Agreement, provided that upon contract ratification and City Council approval, the Friday after Thanksgiving will be added as a holiday beginning in 2024.

20.4 Military Leave

The provisions of current Merit Rules are incorporated by this reference and shall govern Military leave of bargaining unit members during the term of this Agreement.

ARTICLE 21 – FUNERAL LEAVE

21.1 Definitions

Bargaining Unit members, hereby referred to as officers(s), shall be granted up to three (3) working days leave as needed in the event of death of spouse, child, mother, father, sister, brother, mother-in-law, father-in-law, son-in-law, daughter-in-law, sister-in-law, brother-in-law, grandmother, grandfather, grandchildren, step-parents, spouse's grandmother or grandfather.

21.2 Service as Pallbearer

Officers shall be granted up to ten (10) hours leave per calendar year to act as a pallbearer for a person who was a Police Department employee at the time of his death. Such leave shall not be granted to more than six (6) employees at any one time, and may only be granted once a year per funeral.

21.3 Exceptions – Discretionary Funeral Leave

The Chief of Police, or his designee, may, at his discretion, also approve funeral leave requests for officers, within the guidelines stated above, in the event of the death of other relatives or relations not listed above.

Requests for discretionary funeral leave for relatives or relations not listed above shall be communicated by supervisory personnel to the Chief of Police for consideration the same or first business day possible following the request. The Chief of Police or his designee shall notify the officer of his decision as soon as possible. In the event an officer elects to use accrued leave (vacation, floating holidays, etc.) for the funeral prior to a final decision being reached, such leave shall be changed to funeral leave upon approval of the request and leave balances shall be adjusted accordingly.

21.4 Funeral Leave Under Merit Rule 21.7

In addition to the above, members of the Bargaining Unit shall receive the full funeral leave benefits offered to all City employees under current Merit Rule 21.7 and as may be amended in the future.

ARTICLE 22 – VACATION PAY OUT

Vacation balance shall be paid out upon retirement or termination per Administrative Memorandum No. 49, Accrued Vacation Leave.

ARTICLE 23 – SAVINGS CLAUSE

If any provisions of this Agreement, or the application of such provision, should be rendered or declared invalid by any court action or by reason of any existing or subsequently enacted legislation, the remaining parts or portion of this Agreement shall remain in full force and effect.

ARTICLE 24 – NO STRIKE/NO LOCKOUT

24.1 No Strike Commitment

Neither the SPOA nor any of its officers or agents may call, initiate, authorize, participate in, sanction, encourage, or ratify any strike, work stoppage, slow down, unauthorized absence, picketing of the City over terms and conditions of this Agreement, "work to rule" action, or the concerted interference with the full, faithful and proper performance of the duties of employment with the City during the term of this Agreement. Neither the SPOA nor any officer shall refuse to cross any picket line, by whomever established. These prohibitions do not apply to informational picketing, hand billing and other forms of protected speech designed to communicate with the public about issues of concern to the SPOA. Such communications shall not request any kind of work stoppage. The SPOA's right to conduct informational picketing or hand billing as set forth herein shall be subject to the following conditions: 1) no picketing or hand billing on Department property, 2) no person shall represent himself as speaking as a member of or on behalf of the Police Department, 3) persons engaging in such activities shall be off-duty, and 4) persons engaging in such activities shall not be in police uniform.

24.2 Performance of Duty

It is recognized that employees covered by this Agreement may be required, in the line of duty, to perform duties growing out of, or connected with, labor disputes which may arise within the City. The SPOA agrees that no disciplinary action or other action will be taken by the SPOA against any employee or employees covered by this Agreement by reason of any such action or conduct in the line of duty.

24.3 Resumption of Operations

In the event of actions prohibited in Section 24.1 above, the SPOA immediately shall disavow such action and request the officers to return to work, cease work slowdown or cease all other actions prohibited in Section 24.1 and shall use its best efforts to achieve a prompt resumption of normal operations. The SPOA, including its officials and agents, shall not be liable for any damages, direct or indirect, upon complying with the requirements of this Section.

24.4 Discipline of Strikers

Any officer who violates the provisions of Section 24.1 shall be subject to immediate discharge. Any action taken by the City against any officer who participates in action prohibited by Section 24.1 above shall not be considered as a violation of this Agreement and shall not be subject to the provisions of the grievance procedure except that the issue of whether an officer in fact participated in a prohibited action shall be subject to the grievance procedure and disciplinary procedure.

24.5 No Lockout

The City will not lock out any employee(s) covered by this Agreement during the term of this Agreement as a result of a labor dispute with the SPOA.

ARTICLE 25 – DURATION OF AGREEMENT

Except as otherwise specifically provided herein, this Agreement shall take effect as of July 1, 2024, and shall continue in full force and effect to and including June 30, 2027, and the City and the SPOA shall meet at least one hundred twenty (120) days prior to its expiration date to negotiate a successor agreement. Over the course of the re-negotiation period, both parties will meet in good faith with the intent to reach an agreement. Should such an agreement not be reached within sixty (60) days of the expiration of this Agreement, either party may declare an impasse.

This Agreement shall remain in effect during the negotiations for a new agreement. In the event no agreement is reached by the end of the contract period, the Agreement shall remain in full force and effect until such time as the parties enter into a new agreement.

ARTICLE 26 – GOVERNING LAW

This collective bargaining agreement is governed by the law of the State of Missouri and questions of interpretation of this agreement shall be determined pursuant to Missouri law. Any Federal law or administrative/arbitration decisions that are not consistent with Missouri law shall not apply.

ARTICLE 27 – RATIFICATION BY SPOA

The City shall have no obligation to submit a proposed agreement to the City Council until the SPOA has certified to the City that the Bargaining Unit has ratified the proposed agreement.

ARTICLE 28 – APPROVAL OF THE AGREEMENT

The following individuals by endorsing this Agreement represent that they are authorized to express the approval of the terms and provisions of this Agreement on behalf of the SPOA and on behalf of the City's bargaining team.

SPOA/FOP Lodge 22

_____

Justin Hollingsworth, President

_____

Date

The City of Springfield

_____

Jason Gage, City Manager
City of Springfield

_____

Date

Approved as to form:

_____

City Attorney or designee

EXPLANATION TO COUNCIL BILL 2024-119 (HOSMER)

FILED: 06/10/2024

ORIGINATING DEPARTMENT: Human Resources

TITLE: A general ordinance amending the Springfield City Code, Section 2-92, known as the 'Salary Ordinance,' by providing pay adjustments for employees on the Law Enforcement Schedule Union Salary Schedule.

PURPOSE: This council bill amends the salary ordinance to comply with the pay plan improvements that were voluntarily agreed to through the collective bargaining process with the Springfield Police Officers' Association, Fraternal Order of Police, Lodge 22, the representative for the bargaining unit in the Police Department. This council bill is presently separately from the annual salary ordinance due to ratification of the proposed agreement by the bargaining unit occurring on June 10, 2024.

BACKGROUND INFORMATION:

Submitted By:

Authorized for inclusion on the agenda pursuant to City Code section 2-33:

Attachments:
1. Salary Ordinance LES Union Changes
2. Ex. 1 Law Enforcement (LES) Union Salary Schedule

One-rdg. _____
P. Hrngs. _____
Pgs. 5
Filed 06-10-2024

Sponsored by Hosmer

First Reading _____ Second Reading _____

COUNCIL BILL 2024-119 GENERAL ORDINANCE _____

AN ORDINANCE

Amending the Springfield City Code, Section 2-92, known as the 'Salary Ordinance,' by providing pay adjustments for employees on the Law Enforcement Schedule Union Salary Schedule.

_____

WHEREAS, the City of Springfield, Missouri, bargained with the Springfield Police Officers Association, Fraternal Order of Police Lodge 22 ("SPOA"), the exclusive representative of a certain bargaining unit within the Police Department and reached a tentative agreement on a new collective bargaining agreement that includes certain pay improvements for fiscal year 2025, said collective bargaining agreement being the subject of a separate ordinance; and

WHEREAS, the City seeks to implement certain pay improvements for employees on the Law Enforcement Schedule Union Salary Schedule, including those that were bargained for and tentatively agreed to with the SPOA.

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

NOTE: **Bold** language is being added and ~~stricken~~ language is being deleted.

Section 1 – Springfield City Code, Section 2-92, known as the "Salary Ordinance," and regarding the Law Enforcement Schedule Union Salary Schedule shall be amended to reflect agreements reached through collective bargaining by adding the following provisions at a location the City Attorney deems appropriate:

Fiscal Year 2025 Changes Impacting the Law Enforcement Schedule Union Salary Schedule

A. **Effective July 1, 2024, the City will fund the merit steps for all salary grades within the Law Enforcement Schedule (LES) Union Salary Schedule.**
B. **Effective July 14, 2024, the City will implement a 2% across the board**

increase for steps 6 through 14 of LES 2, and for all steps of LES 5 and 10.

C. Employees who are graduates of the 77th Police Academy will move from step 5 to step 6 of LES 2 on July 14, 2024, and their appraisal increment date will be reset to July 14, 2024. Any probationary period shall not be reset but will remain the same.

D. Employees who are graduates of the 78th Police Academy will move from step 4 to step 6 of LES 2 on July 28, 2024, and their appraisal increment date will be reset to July 28, 2024. Any probationary period shall not be reset but will remain the same.

E. Effective September 16, 2024, step 4 of LES 2 shall be closed and step 5 of LES 2 will be set at 10% less than step 6 of LES 2. Effective September 16, 2024, step 5 of LES 2 shall become the new Police Recruit starting pay. Any employees in step 4 of LES 2 on September 15, 2024, will automatically be moved to step 5 of LES 2 on September 16, 2024.

F. The attached Exhibit 1, is the updated LES Union Salary Schedule and reflects the pay improvements set forth in paragraphs A through E. As of July 14, 2024, Exhibit 1 replaces any previously adopted LES Union Salary Schedule.

G. Premium Shift Pay: Effective January 12, 2025, those employees on the LES Union Salary Schedule who are in a uniformed patrol position within the Uniform Operations Bureau, and who are regularly assigned to the Second Shift or Entertainment District Shift, shall be paid premium shift pay in the amount of $1.00 per hour, and those regularly assigned to the Third Shift shall be paid premium shift pay in the amount of $1.50 per hour.

a. Only those employees who are regularly assigned one of these shifts as part of the annual shift bid process, or those new employees who are assigned long-term to one of these shifts prior to undergoing a bid process, shall receive the premium shift pay (e.g., those regularly assigned the First shift but who may occasionally fill in on one of the other shifts shall not receive the premium shift pay).

b. Only employees assigned to a Uniform Operations Bureau patrol assignment are eligible for the premium shift pay. Those employees working in a specialty unit (e.g., Special Response Team, Missouri State University, K9, Traffic, Community Services Section) are not included.

c. For the purpose of this section, "Second Shift" shall mean only the shift that on Monday through Saturday is scheduled for 1200 to 2400, and on Sunday either 1400 to 2200 (South) or 1500 to 2300 (North). "Third Shift" shall mean only the shift that on Monday through Saturday is scheduled for 1900 to 0700, and on Sunday either 2200 to 0600 (South) or 2300 to 0700 (North). "Entertainment District Shift" shall mean only the Entertainment District shift that on Monday through Saturday is scheduled for 1500 to 0300 and on Sunday 1700 to 0100.

H. Each bargaining unit member employed as of July 14, 2024, will receive a one time $2,000.00 retention payment which will be included within the

August 1, 2024, paycheck. However, eligible bargaining unit members who are on unpaid military leave on July 14, 2024, may choose to receive their $2,000 payment on the August 1, 2024, paycheck but in order to do so such employees must take some amount of paid leave during the pay period starting July 14, 2024. If any such employee does not decide to take any paid leave during the July 14, 2024, pay period, then the $2,000 payment will be made at the earlier of when the employee returns from military service or the last paycheck of the 2024 calendar year.

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

Passed at meeting: _____

_____
Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: _____, Assistant City Attorney

Approved for Council action: _____, City Manager

CITY OF SPRINGFIELD, MO

Human Resources Department

LAW ENFORCEMENT (LES) UNION SALARY SCHEDULE

Exhibit 1

SALARY CHANGE: **PROPOSED 2% across the board for LES 2, steps 6-14, all of LES 5, and all of LES 10. Freeze LES 2, Step 4. New Entry Pay for New Recruits LES 2, Step 5 - 10% below LES 2, Step 6. LES 2, Step 6 New Police Academy Graduate Pay.**

EFFECTIVE DATE: **7/14/2024**

GRADE	STEP 1		STEP 2		STEP 3		STEP 4		STEP 5		STEP 6		STEP 7		GRADE
								1,815.20		**1,925.60**		**2,139.20**		**2,246.40**	
LES 2							22.69	47,195.20	24.07	50,065.60	26.74	55,619.20	28.08	58,406.40	**LES 2**
												2,322.40		**2,437.60**	
LES 5											29.03	60,382.40	30.47	63,377.60	**LES 5**
LES 10															**LES 10**

GRADE	STEP 8		STEP 9		STEP 10		STEP 11		STEP 12		STEP 13		STEP 14		GRADE
		2,357.60		**2,476.00**		**2,600.00**		**2,729.60**		**2,866.40**		**3,009.60**		**3,159.20**	
LES 2	29.47	61,297.60	30.95	64,376.00	32.50	67,600.00	34.12	70,969.60	35.83	74,526.40	37.62	78,249.60	39.49	82,139.20	**LES 2**
		2,560.00		**2,687.20**		**2,822.40**		**2,963.20**		**3,111.20**		**3,267.20**		**3,430.40**	
LES 5	32.00	66,560.00	33.59	69,867.20	35.28	73,382.40	37.04	77,043.20	38.89	80,891.20	40.84	84,947.20	42.88	89,190.40	**LES 5**
		2,832.80		**2,973.60**		**3,123.20**		**3,278.40**		**3,442.40**		**3,614.40**		**3,796.00**	
LES 10	35.41	73,652.80	37.17	77,313.60	39.04	81,203.20	40.98	85,238.40	43.03	89,502.40	45.18	93,974.40	47.45	98,696.00	**LES 10**

Step 4 on Grade LES 2 will be phased out and frozen effective September 16, 2024.

Step 5 on Grade LES 2 is the new entry pay for New Recruits

EXPLANATION TO COUNCIL BILL 2024-120 (JENSON)

FILED: 06/17/2024

ORIGINATING DEPARTMENT: Planning and Development

TITLE: A general ordinance amending Section 1-9 of the Springfield City Code, 'City Limits,' and Section 46-1 of the Springfield City Code, 'Boundaries of wards, precincts and council zones,' for the purpose of annexing approximately 2.72 acres of private property generally located at 3801 West Sunshine Street, and referenced as Annexation A-2-2024, into the City of Springfield.

PURPOSE: To adopt an ordinance to annex approximately 2.72 acres of private property generally located at 3801 West Sunshine Street into the City of Springfield as Annexation A-2-2024 (Staff recommends approval).

BACKGROUND INFORMATION:
The owner(s) of the private property generally located at 3801 West Sunshine Street are requesting annexation into the City of Springfield. The owner(s) of the private property have signed a petition to request annexation of approximately 2.72 acres into the City of Springfield. There is no public right-of-way being annexed as part of this request. The owner is proposing to annex and rezone for a new commercial development.

City Council is required to hold a public hearing to determine whether the annexation is reasonable and necessary for the proper development of the city and whether the city can furnish normal city services within a reasonable period. If no written objection is filed within fourteen (14) days of the public hearing, the City may annex the property by ordinance without further action.

REMARKS:
The area to be annexed is contiguous to the City of Springfield. See "Exhibit B" for the location of the private property to be annexed.

RECOMMENDATIONS:

1. The area to be annexed is within the City's Urban Service Area and is consistent with its policies.
2. The area to be annexed is contiguous and compact to the City of Springfield.
3. The Forward SGF Comprehensive Plan supports this annexation request.
4. The property owner(s) have petitioned the City for annexation.
5. All City services can be provided to the property.

6. The City will receive property tax revenue upon annexation of the private property.

Based on the subject property's location in the Priority One strategic annexation area of Chapter 6, Growth Areas, and Annexation, of the Forward SGF Comprehensive Plan, staff supports this request.

Submitted By: Steve Childers, Director of Planning & Development

Authorized for inclusion on the agenda pursuant to City Code section 2-33:
Jason Gage, City Manager 6/18/2024

Attachments:
1. A-2-2024_ord
2. A-2-2024_exhA
3. A-2-2024_exhB

One-rdg. _____
P. Hrngs. _____
Pgs. _____
Filed: 06-18-24

Sponsored by: Jenson

First Reading: _____ Second Reading: _____

COUNCIL BILL 2024-120 GENERAL ORDINANCE _____

AN ORDINANCE

AMENDING Section 1-9 of the Springfield City Code, 'City Limits,' and Section 46-1 of the Springfield City Code, 'Boundaries of wards, precincts and council zones,' for the purpose of annexing approximately 2.72 acres of private property generally located at 3801 West Sunshine Street, and referenced as Annexation A-2-2024, into the City of Springfield.

_____

WHEREAS, a verified petition requesting annexation was filed by the owners of all fee interest of record in all tracts of real property located within the area proposed to be annexed, as described in "Exhibit A," said area being generally located at 3801 West Sunshine Street; and

WHEREAS, proper notice was published at least seven (7) days prior to the public hearing; and

WHEREAS, City Council does find and determine that: (1) said annexation is reasonable and necessary to the proper development of the City; (2) the City is able to furnish normal municipal services to the area annexed herein within a reasonable time after annexation; and (3) the area annexed herein is contiguous and compact to the existing corporate boundaries of the City.

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

Section 1 – City Council, after holding a public hearing, hereby determines that annexation of the property described in "Exhibit A," which is attached hereto and incorporated herein by this reference, is reasonable and necessary to the proper development of the City, the City has the ability to furnish normal municipal services to the area annexed within a reasonable time, and the area is contiguous and compact to the existing boundaries of the City as shown in "Exhibit B," which is attached hereto and incorporated herein by this reference.

Section 2 – Pursuant to the provisions of Section 71.012 RSMo., the property described in "Exhibit A," is hereby annexed into the City of Springfield, Missouri.

Section 3 – Section 1-9 of the Springfield City Code, ‘City Limits,’ is hereby amended by adding thereto the land described in "Exhibit A."

Section 4 – Section 46-1 of the Springfield City Code, ‘Boundaries of wards, precincts and council zones,’ is hereby amended by placing the property described in "Exhibit A" into the appropriate ward and precinct as determined by the County Clerk in accordance with the provisions of State law.

Section 5 – The City Clerk is directed to: (1) file certified copies of this Annexation Ordinance with the Clerk of Greene County; (2) file certified copies of this Annexation Ordinance with the Assessor of Greene County; and (3) forward to the Missouri Director of Revenue, by certified mail, certified copies of this Ordinance, and any other information that the Director of Revenue may require. The City Clerk is further authorized and empowered to perform any other administrative acts which are consistent with the intent of this Ordinance.

Section 6 – This Ordinance shall be in full force and effect from and after passage.

Passed at meeting: _____

_____
Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: Laura Vales, Assistant City Attorney

Approved for Council action: Jason A. Gage, City Manager

LEGAL DESCRIPTION

EXHIBIT A

A PARCEL OF LAND AS LYING IN THE NORTHWEST QUARTER (NW¼) OF THE NORTHEAST QUARTER (NE¼) AND THE NORTHEAST QUARTER (NE¼) OF THE NORTHWEST QUARTER (NW¼) OF SECTION THIRTY-TWO (32), TOWNSHIP TWENTY-NINE (29) NORTH, RANGE TWENTY-TWO (22) WEST AND SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER (NW¼) OF THE NORTHEAST QUARTER (NE¼) OF SECTION THIRTY-TWO (32), TOWNSHIP TWENTY-NINE (29) NORTH, RANGE TWENTY-TWO (22) WEST; THENCE ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER (NW¼) OF THE NORTHEAST QUARTER (NE¼) OF SECTION THIRTY-TWO (32), SOUTH 89°02'39" EAST, 157.82 FEET THE POINT OF BEGINNING, SAID POINT ALSO LYING ON THE EASTERLY RIGHT-OF-WAY OF UNIVERSITY STREET; THENCE LEAVING SAID EASTERLY RIGHT-OF-WAY AND CONTINUING ALONG SAID NORTH LINE, SOUTH 89°02'39" EAST, 769.97 FEET TO A POINT LYING ON THE NORTHERLY RIGHT-OF-WAY OF STATE HIGHWAY 413 (SUNSHINE STREET); THENCE LEAVING SAID NORTH LINE AND ALONG SAID NORTHERLY RIGHT-OF-WAY THE FOLLOWING COURSES, 307.34 FEET ALONG A 4535.24 FOOT RADIUS CURVE TO THE LEFT WHOSE CHORD BEARS SOUTH 77°53'59" WEST FOR A DISTANCE OF 307.29 FEET; THENCE 665.70 FEET ALONG A 5016.45 FOOT RADIUS CURVE TO THE LEFT WHOSE CHORD BEARS SOUTH 72°26'50" WEST FOR A DISTANCE OF 665.21 FEET TO A POINT LYING ON THE EASTERLY RIGHT-OF-WAY OF MCCURRY AVENUE; THENCE ALONG SAID EASTERLY RIGHT-OF-WAY THE FOLLOWING COURSES, NORTH 31°31'49" WEST, 68.01 FEET; THENCE NORTH 00°44'51" EAST, 183.07 FEET; THENCE NORTH 45°44'51" EAST, 14.14 FEET TO A POINT LYING ON THE EASTERLY AFOREMENTIONED EASTERLY RIGHT-OF-WAY OF UNIVERSITY STREET; THENCE ALONG SAID EASTERLY RIGHT-OF-WAY THE FOLLOWING COURSES, SOUTH 89°15'09" EAST, 30.39 FEET; THENCE 160.79 FEET ALONG A 430.00 FOOT RADIUS CURVE TO THE LEFT WHOSE CHORD BEARS NORTH 80°08'21" EAST FOR A DISTANCE OF 159.85 FEET TO THE POINT OF BEGINNING; ALL LYING IN THE NORTHWEST QUARTER (NW¼) OF THE NORTHEAST QUARTER (NE¼) AND THE NORTHEAST QUARTER (NE¼) OF THE NORTHWEST QUARTER (NW¼) OF SECTION THIRTY-TWO (32), TOWNSHIP TWENTY-NINE (29) NORTH, RANGE TWENTY-TWO (22) WEST, IN GREENE COUNTY, MISSOURI. BEARINGS BASED ON GRID NORTH OF THE MISSOURI COORDINATE SYSTEM OF 1983 CENTRAL ZONE PER SURVEY BY ANDERSON ENGINEERING, DRAWING NO. WB 111-262 DATED 9-17-18.

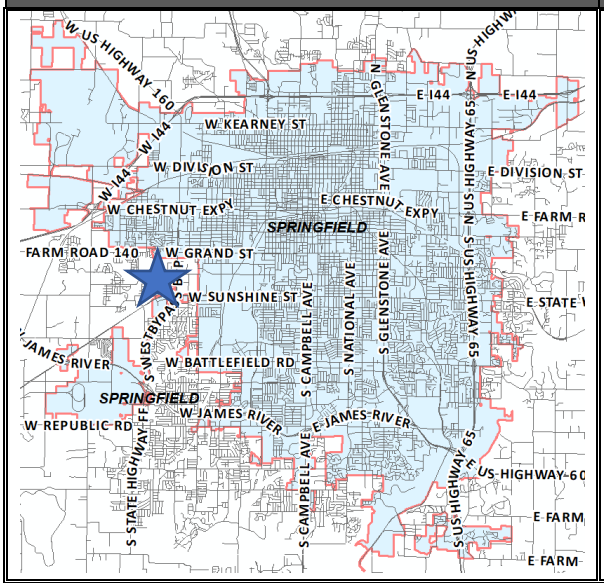
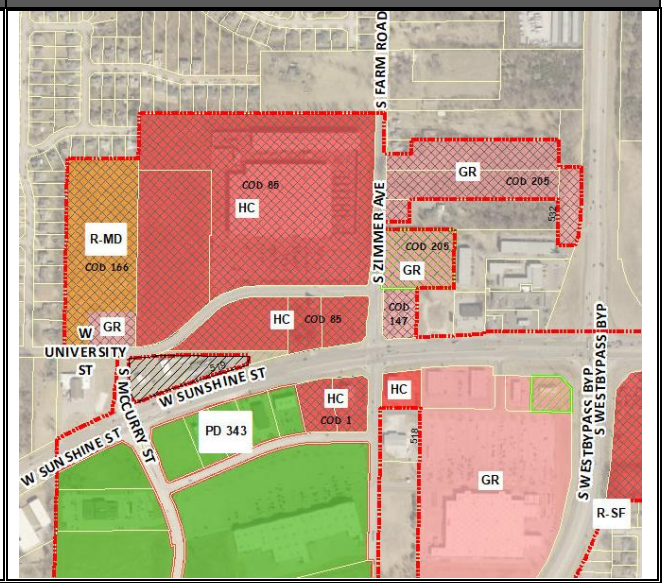
EXHIBIT B

DEVELOPMENT REVIEW STAFF REPORT

PROJECT INFORMATION	
Case Number:	A-2-2024
Location:	3801 West Sunshine Street
Total Acres:	2.72 acres
Applicant:	McCurry Plaza LLC
Existing Land Use:	Auto Sales
City Council:	June 24, 2024
Public Notification:	Mail, posted property, and legal in Daily Events
Staff:	Alana Owen, AICP, Principal Planner
Staff recommendation:	Staff recommends approval

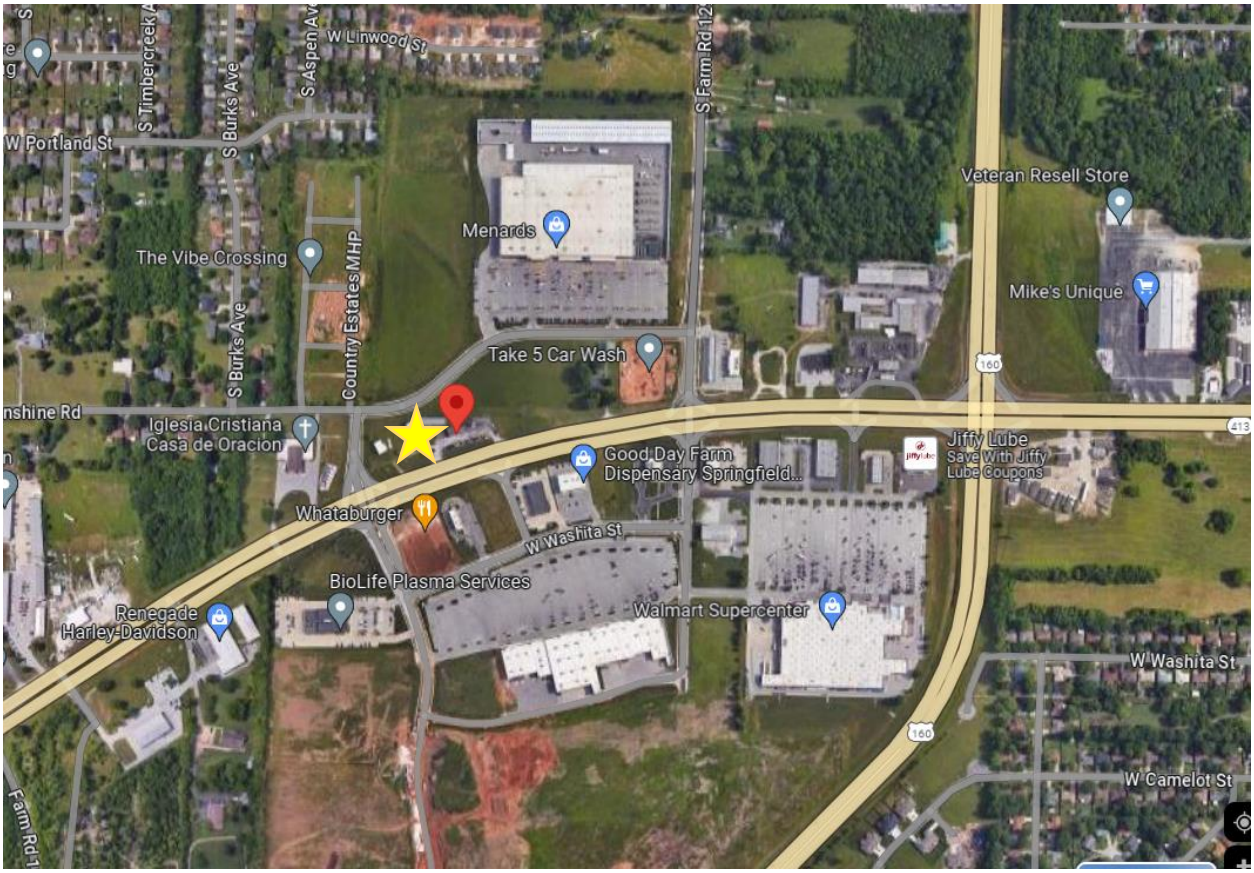
PROJECT SUMMARY:

Request to annex approximately 2.72 acres of private property generally located at 3801 West Sunshine Street into the City of Springfield.

LOCATION MAP	CITY LIMIT & ZONING MAP
	

DEVELOPMENT REVIEW STAFF REPORT

GOOGLE AERIAL OF LANDMARKS, BUSINESSES, AND ATTRACTIONS:



GOOGLE MAPS STREET VIEW:

As viewed from Sunshine Street

DEVELOPMENT REVIEW STAFF REPORT

PROPERTY HISTORY:

The subject property is outside the city limits in unincorporated Greene County. The subject property is zoned Greene County C-2, General Commercial District. The annexation is being processed with the intent to rezone the property immediately following.

COMPATIBILITY WITH COMPREHENSIVE PLAN:

The subject property is in the Priority One strategic annexation area of Chapter 6, Growth Areas and Annexation, of the Forward SGF Comprehensive Plan. The Plan indicates that the City should prioritize short-term and long-term areas for future annexation. While not every property identified in Priority One and Two areas can or should be annexed immediately, each represent areas where opportunities for economic and job growth are promising due to varying combinations of available infrastructure, city services, proximity to major transportation corridors, and advantageous land patterns and Priority Three areas include largely residential subdivisions and undeveloped tracts appropriate for future residential growth. As outlined above, some of these areas offer advantages over others, such as shorter response times for emergency services and lower utility costs and taxes. Short-term annexation areas target business development and job growth, while long-term annexation areas are primarily focused on residential growth.

Priority One areas represent short-term growth areas. These growth areas are primarily located on the western and southwestern sides of the city in the vicinity of the Springfield-Branson National Airport, Interstate 44, West Sunshine Corridor, and James River Freeway. The City should consider the strategic value of each property and develop annexation proposals to promote new development, in combination with short-term infrastructure planning over the course of the next two to five years to take advantage of existing momentum and growth south and west of the city.

Annexation Considerations

The following strategies will help to further guide the prioritization of annexations:

1. The City should prioritize annexation of City, City Utilities, Park Board, and Ozark Greenways-owned properties.
2. The City should prioritize annexation of properties with an “Irrevocable Petition and Consent to Annexation Agreement” that are revenue-generating and located along major corridors and areas of potential economic activity.
3. The City should evaluate annexation proposals on a property-by-property or case-by-case basis but work to coordinate annexation of multiple properties simultaneously, when possible, to maximize the time and cost efficiency involved in processing.
4. The City should engage with area Fire Protection Districts in evaluation of potential impact resulting from annexation of property by the City.
5. The City should be conscious of impractical boundary configurations created when annexing properties on only one side of a street, skipping over properties, or creating islands of unincorporated properties.
6. The City should weigh the anticipated impact of annexation on the ability to provide timely and professional emergency services, including personnel requirements, capital

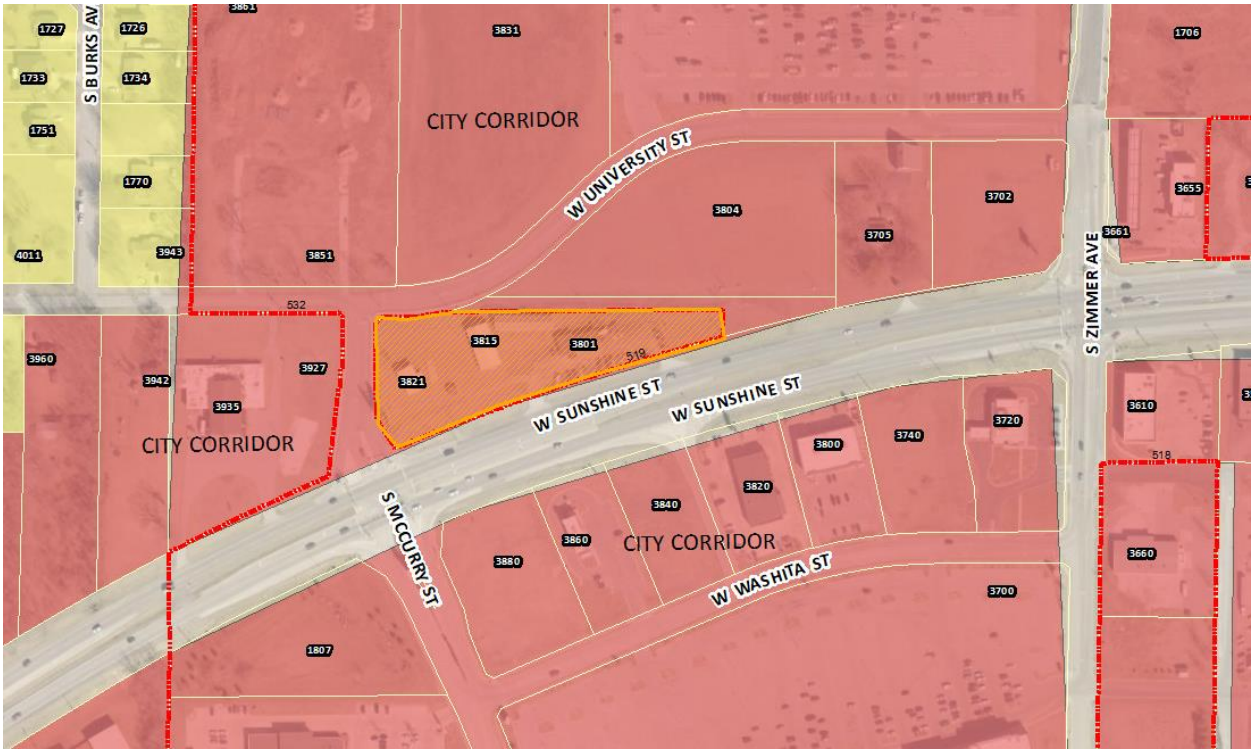
requirements, necessary and available infrastructure, call volume, and standards of cover.

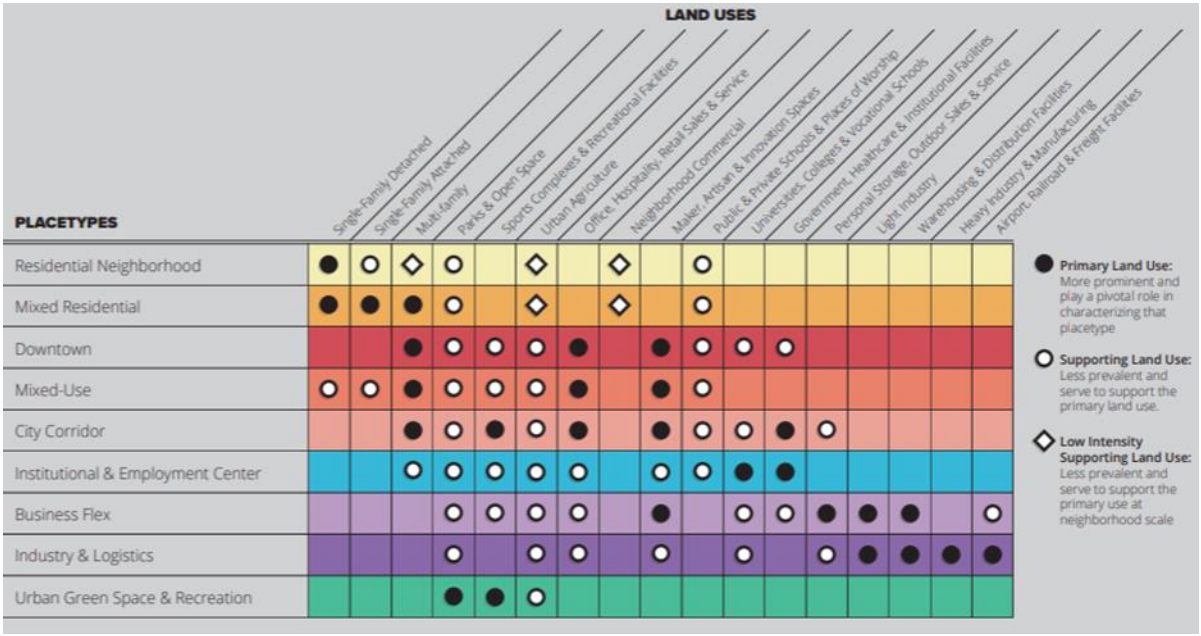
7. The City should evaluate the age and condition of existing infrastructure in areas desired for annexation, as well as future maintenance costs.
8. The City should weigh the comprehensive advantages of both long-term revenue growth and population growth, including a variety of demographic considerations associated with providing services to new residents and property owners.
9. The City should weigh the fiscal impacts of annexation against the opportunity to grow the population base, increase resident participation in city elections, tax referendums, and expand the reach of citizens to serve on city advisory boards and committees.
10. The City should weigh the strategic value of incorporating geographic areas that facilitate growth in new areas.

The property involved in this annexation request was identified within the City Corridor placetype during the formation of the Forward SGF *Comprehensive Plan* (see the Future Placetype Map on page 7). The City Corridor placetype predominantly consists of commercial and service-related development, varying in scale, ranging from standalone businesses to large retail centers. City Corridors are also key locations to support and encourage multi-family that rely on proximity to retail, commercial services, and employment centers. City Corridors contribute significantly to Springfield's economy and local tax base with a regional customer draw. The city's most traveled corridors are prioritized for streetscaping, beautification, and multimodal improvements to enhance the character and connectivity of Springfield. As this placetype receives the highest number of visitors aside from the Downtown placetype, it is essential that the quality of development and visual appeal of the corridors are attractive and representative of the City's desired image.

DEVELOPMENT REVIEW STAFF REPORT

FUTURE PLACETYPE MAP:





DEVELOPMENT REVIEW STAFF REPORT

SURROUNDING ZONING, LAND USES AND PLACETYPES:

	NORTH	SOUTH	EAST	WEST
ZONING	HC/COD 85	PD 343	HC/COD 85	County R-1 and C-2
LAND USE	Retail Uses	Retail uses	Retail Uses	Church
PLACETYPES	City Corridor	City Corridor	City Corridor	City Corridor

DEPARTMENT COMMENTS:

1. DEPARTMENT OF BUILDING DEVELOPMENT SERVICES:
   No comments.

2. CITY UTILITIES:
   No issues with the proposed annexation. The property has access to CU Electric, Gas and Water.

3. DEPARTMENT OF ENVIRONMENTAL SERVICES WASTEWATER MANAGEMENT DIVISION:
   No objection to annexation although the tract is not served by public sewer. Serving it will require public improvement plans designed and constructed according to city standards.

4. EMERGENCY 911:
   No comments.

5. GREENE COUNTY HIGHWAY DEPARTMENT:
   The Greene County Highway Department has reviewed and supports the proposed annexation.

6. POLICE DEPARTMENT:
   No issues with proposed annexation.

7. FIRE DEPARTMENT:

   Service – The primary Fire Station responding to this area would be Station #8 located at 1405 S. Scenic, which is approximately 1.8 miles from the southeast corner of the property. Fire Station #6 located at 2620 W. Battlefield is the secondary station responding to this location, which is 3.3 miles from the southeast corner of the property.

ISO area – The proposed annexation is currently outside the recommended ISO 1.5-mile (ISO diamond) response distance by approximately 0.5 miles for the 1st due unit. ***This will not have a significant impact our ISO rating.***

Response times/Standards of Cover – Estimated response time was calculated mathematically with an assumed travel speed of 45 miles per hour by the fire apparatus. The 1st due company has an estimated total response time of 4 minutes. The 2nd due company has an estimated total response time of 6 minutes. It is probable the standard of coverage benchmark could be met for single company responses and likely the benchmark could be met for a full 1st alarm response which requires 3 engines, 2 Trucks, 1 Rescue and 1 Battalion Chief to arrive on scene within 11 minutes and 24 seconds. ***The department expects that it will be able to meet the initial unit baseline and benchmark, and probable that it will meet the baseline and benchmark for the effective response force. This will not impact our accreditation.***

		Estimated Total Response Time	Benchmark*	Baseline**
1st Due Company	Station 8	4-5 minutes	6 minutes 20 seconds	8 minutes 13 seconds
Total Effective Response Force	Station 13,9,8,6,5,1	7-11 minutes	10 minutes 20 seconds	13 minutes 18 seconds

Water Supply – Currently, there is adequate water supply to service the proposed area to be annexed. There are currently 2 fire hydrants located adjacent to the site specified. ***The Fire Department does not have any concerns with the water supply for this proposed annexation, fire code requirements must be met for any proposed development.***

Impact – The Fire Department is unable to estimate the call activity after development because the type of development is unknown but is expected to be low under its current zoning. ***The Fire Department does not have any concerns with the operational impact to the department or the City of Springfield.***

Fire Department Recommendation: ***Based upon all of the relevant factors, the Fire Department is supportive of this annexation.***

8. DEPARTMENT OF PUBLIC WORKS STORMWATER ENGINEERING DIVISION:

SITE DESCRIPTION & DRAINAGE PATTERN

3.2 acre site drains primarily to the west. No existing detention or water quality Stormwater Control Measures are present. The property is in the **Wilsons Creek**

drainage basin. The property **is not** located in a FEMA designated floodplain. Staff i**s not** aware of flooding problems in the local or downstream area. The city **is not** aware of a sinkhole or other Karst feature at this location. The property **does not have a stream buffer on site**. A fee in lieu of on-site stormwater detention **will not be allowed, and detention is required**.

PW Stormwater supports annexation. Please note that development of the property will be subject to the following conditions at the time of development:

All chapter and section references below are to the City's Flood Control and Water Quality Protection Manual Version April 2022.

DETENTION AND DISCHARGE REQUIREMENTS

1. Any development or redevelopment that increases runoff through the increase of impervious surface, current detention requirements must be met per Chapter 3 Sec. 2.3.3. Detention for flood control is required on site.

WATER QUALITY REQUIREMENTS

1. Water Quality is required for new development projects or redevelopment projects, with new or increased impervious surfacing, within the city limits of Springfield that disturb 1 acre or greater. Including projects less than 1 acre that are part of a larger common plan of development or sale that will disturb 1 or more acres over the life of the project. Chapter 10 Sec. 2.0.

2. A land disturbance permit will be required with disturbing 1 acre or greater per Chapter 4 Section 5 of the City's Flood Control and Water Quality Protection Manual.

3. Water Quality Credits are available to use in design for preserved trees and new planted trees. Landscaping and Bufferyards trees required by Planning cannot be used for the water quality credits unless it is part of a SCM. Chapter 10, Section 3.1.

FLOODPLAIN

N/A

NATURAL CHANNEL & STREAM BUFFERS

N/A

SINKHOLES & KARST FEATURES

N/A

ADDITIONAL STORMWATER REQUIREMENTS

1. Stormwater Control Measures are the responsibility of the property owner or property owners' association to maintain, repair, and update unless the agreement is made with the City to operate. Operation and maintenance agreements are required for any permanent stormwater control measures.

9. DEPARTMENT OF PUBLIC WORKS TRAFFIC DIVISION:

TRAFFIC REPORT

	Street Name	Street Classification	Jurisdiction	ROW from Centerline (ft.)		Traffic Count (vehicles per day)	On-Street Parking	Sidewalk	
				Required	Existing			Required	Existing
Street 1	W. Sunshine Street	Expressway	State	65	80	29,680	No	No	No
Street 2	S. McCurry Avenue	Collector	City	30	30	NA	No	Yes	Yes
Street 3	W. University Street	Local	City	30	30	NA	No	Yes	Yes

ACCESS - All new or modified driveway approaches shall comply with current MoDOT and City of Springfield standards for the street classification.

TRAILS, BUS STOPS, AND ADDITIONAL INFORMATION - There are no Greenway Trails near the property. There are no bus stops near the property.

IMPROVEMENTS - No improvements are required for this annexation. A traffic study is required at the time of development.

STAFF ANALYSIS AND RECOMMENDATION:

1. The applicant, McCurry Plaza LLC, has petitioned for the City of Springfield to annex approximately 2.72 acres of private property generally located at 3801 West Sunshine Street into the City. The applicant is concurrently processing a rezoning request to rezone the annexed property to the City's HC, Highway commercial district, with the intent to develop the property for a commercial use.

2. The *Growth Areas & Annexation* chapter of the *Comprehensive Plan* supports the annexation because it meets the objective to prioritize areas for annexation where development will provide a positive benefit to potential new residents, businesses, and property owners without unduly high infrastructure costs or creating a long-term fiscal strain on City resources.

3. The subject property is located within a Priority One strategic annexation area identified in the Forward SGF Comprehensive Plan which makes it appropriate for annexation at this time.

4. The *Comprehensive Plan's Land Use & Development* chapter identifies the subject property as being located within the City Corridor placetype. The City Corridor placetype predominantly consists of commercial and service-related development, varying in scale, ranging from standalone businesses to large retail center. City Corridors contribute significantly to Springfield's economy and local tax base with a regional customer draw. The subject property is in an area prime for development/redevelopment with the new Target within close proximity to the east, Menards to the north and other retail establishments to the south.

5. There are adequate utility and sewer and water facilities existing or that can be provided to serve the uses that would be permitted if the property was annexed.

6. The area to be annexed is within the City's Urban Service Area and is consistent with its policies.

7. The area to be annexed is contiguous and compact to the City of Springfield and is bounded on three sides by the City of Springfield.

8. The City will receive property tax revenue upon annexation of the private property and sales tax revenue if developed commercially.

<u>STAFF RECOMMENDATION:</u>

1. Staff recommends approval of the annexation request based on its compatibility with the *Comprehensive Plan's* Annexation policies.

ATTACHMENT 1
Annexation Schedule

ANNEXATION:

City Council first reading and public hearing..... June 24, 2024

City Council public hearing and vote.....July 8, 2024

EXPLANATION TO COUNCIL BILL 2024-121 (HORTON)

FILED: 06/05/2024

ORIGINATING DEPARTMENT: Public Works

TITLE: A special ordinance authorizing the City Manager, or designee, to enter into a License Agreement to Use City Property with the Commercial Street Community Improvement District, for the purpose of allowing the installation and placement of concrete pads and screening for solid waste containers on City rights-of-way and City-owned property.

PURPOSE: A special ordinance authorizing the City Manager, or designee, to enter into a Solid Waste Licensing Agreement with the Commercial Street Community Improvement District ("CID") to erect, install, and maintain refuse storage areas ("Exhibit A").

BACKGROUND INFORMATION: This Refuse Storage Area License Agreement permits the Commercial Street CID to install concrete pads and place trash receptacles at five locations on Frisco Lane. Additionally, the agreement allows the Commercial Street CID to utilize a section of the city-owned parking lot at 1725 N. Jefferson Avenue for placement of a trash receptacle and install appropriate screening. The City will bear no cost for this agreement and associated installations.

REMARKS: This agreement is an effort to permit the Commercial Street CID to manage areas for multiple businesses to place and use trash receptacles. Proof of insurance has been received by the Department of Public Works to protect the interests of the City of Springfield in connection with this project.

Supports the following City Council Priorities:

- Economic Vitality

RECOMMENDATION: Public Works recommends approval of this Council bill.

Submitted By: Martin Gugel, Assistant Director of Public Works

Authorized for inclusion on the agenda pursuant to City Code section 2-33:
Maurice S. Jones, Deputy City Manager 6/14/2024

Attachments: 1. C-Street CID Refuse Storage_ord

2. C-Street Refuse Storage Agree_ExhA

One-rdg._____
P. Hrngs. _____
Pgs. _____13_____
Filed: _____06-18-24_____

Sponsored by: _____Horton_____

First Reading: _____ Second Reading: _____

COUNCIL BILL _____2024-121_____ SPECIAL ORDINANCE _____

AN ORDINANCE

AUTHORIZING the City Manager, or designee, to enter into a License Agreement to Use City Property with the Commercial Street Community Improvement District, for the purpose of allowing the installation and placement of concrete pads and screening for solid waste containers on City rights-of-way and City-owned property.

_____

WHEREAS, structures along Commercial Street are generally built on or close to the property lines, leaving little or no room for solid waste containers; and

WHEREAS, Commercial Street Community Improvement District ("CID") has requested permission to construct concrete pads and place solid waste containers at five locations on Frisco Lane, and to utilize a portion of the City-owned parking lot at 1725 N. Jefferson Avenue to install appropriate screening for the solid waste containers; and

WHEREAS, the City will bear no cost for this agreement and associated installations.

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

Section 1 – The City Manager, or designee, is hereby authorized to enter into a License Agreement to Use City Property with the Commercial Street Community Improvement District, said agreement to be substantially in the form and content as that document attached hereto and incorporated herein by reference as "Exhibit A," for the purpose of allowing the installation and placement of concrete pads, screening, and solid waste containers on City-owned property and City rights-of-way in the locations depicted in "Exhibit B."

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

Passed at meeting: _____

_____
Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: _____, Assistant City Attorney

Approved for Council action: _____, City Manager

EXHIBIT A

ROUTING ORDER	(1) Licensee	(2) Public Works Traffic Engineering	(3) Finance Department
	(4) Public Works	(5) Law Department	(6) City Clerk's Office
EFFECTIVE DATE	TERMINATION DATE	CONTRACT NUMBER:	
( ) RENEWAL OF CONTRACT NO. (X) NEW CONTRACT			

GRANTOR		LICENSEE
City of Springfield 840 Boonville, P.O. BOX 8368 Springfield, MO 65802 Phone: (417) 864-1950 Fax: (417) 864-1929 Attn: Dan Smith Dept: Public Works		Commercial Street Community Improvement District 1715 N. Boonville Springfield, MO 65803 Phone: (417) 763-2146 Fax: Attn: Irene Schaefer Email: schaefer.1112@gmail.com

LICENSE AGREEMENT TO USE CITY PROPERTY

THIS AGREEMENT, made and entered into this _____ day of _____, 20___, by the Commercial Street Community Improvement District, a political subdivision of the State of Missouri, identified above, hereinafter "Licensee," and the City of Springfield, Missouri, a municipal corporation, Grantor, hereinafter "City."

1. The City, in consideration of the covenants and agreements hereinafter contained, to be kept and performed by Licensee, hereby grants permission to Licensee to erect, install, and maintain the refuse storage area(s), on City property at 305 W Commercial St, 209 W Commercial St, 211 E Commercial St., 299 E Commercial St., 445 E Commercial St., 1725 N Jefferson described as shown below and on ***Exhibit A***. Licensee shall erect, install, and maintain in good repair said refuse storage area(s) in strict accordance with the terms and conditions of this Agreement, all applicable codes of the City, and State and Federal laws and regulations.

PROPERTY DESCRIPTION: SEE EXHIBIT A,
WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE

The Licensee is the owner of the refuse storage area(s) and shall be bound by the duties and obligations assigned herein to the Licensee during Licensee's possession and after, until any and all refuse storage area(s) are removed and any and all claims are settled or adjudicated.

2. All refuse storage areas, and any facilities or improvements on or in said areas, shall be installed at Licensee's cost in accordance with a plan submitted by Licensee and approved by the Director of Public Works, or his designee, within **one hundred and eighty (180)** days of the effective date of this Agreement. The refuse storage area at 1725 N Jefferson shall be screened or enclosed in compliance with City Code Section 36-493. Any and all refuse storage areas shall be used only for the placement and use of solid waste containers, not including containers used to store or dispose of used cooking oil or grease, that comply with the provisions of Springfield City Code Section 94-72, and for no other purpose. No refuse storage area may be used for this purpose until the required screening and/or concrete pad has been constructed, except as approved by the Director of Public Works, or his designee. All work done hereunder by the Licensee or its contractor shall be subject to the inspection and approval of the Director of Public Works, or his designee. The Director of Public Works reserves the right to place certain restrictions on the time and manner of work in order that the performance of that work will have the least adverse impact on public safety.

3. No signs or markings shall be allowed on the refuse storage area(s) except as approved by the Director of Public Works. Licensee also agrees that City, its agents and employees, shall be immune from any damage to the structures, solid waste containers, or any other real or personal property at locations described in Exhibit A occasioned by the removal of such refuse storage area(s) under this paragraph in addition to the rights of the City, its agents and employees under paragraphs 5 and 7. Upon termination or expiration of this Agreement, Licensee shall, at its own cost, restore all refuse storage areas to the same or better condition as existed at the effective date of this Agreement.

4. Pursuant to City Code Section 98-325, Licensee shall at all times during the term of this agreement carry a premises-liability-insurance policy on the property in an amount not less than Three Million and 00/100 Dollars ($3,000,000.00) combined, single-limits coverage with an insurance company qualified to transact business in Missouri and acceptable to the City. Such policy shall name the City as an additional insured. Licensee agrees to furnish the City with a certificate of insurance evidencing that Licensee will have at all times during the terms of this agreement the above-required insurance. All insurance policies shall provide at least thirty (30) days' written notice to be given to the City prior to modification or cancellation of such insurance. Such notice shall be mailed to the City Attorney, City of Springfield, P.O. Box 8368, Springfield, MO 65801. Licensee further agrees that the proceeds of such insurance policy shall first be used to pay any damages, costs, attorney's fees incurred by or assessed against City, its employees, officers and agents, and second any damages, costs, or attorney's fees incurred by or assessed against Owner, its employees, officers and agents, and before any award or costs of Licensee, its employees, officers or agents is/are paid. Failure of the Contractor to maintain coverage shall not relieve it of any contractual responsibility or obligation or liability in general hereunder.

5. City shall have the absolute right at its discretion to terminate this license or refuse to allow the Licensee to continue to have the refuse storage area(s) over, under, or across City's property if City determines, after reasonable notice to Licensee and opportunity to cure, that City property is being damaged by the refuse storage area(s), or that the refuse storage area(s) materially interfere with the use of public or adjacent private property, or that the Licensee has failed to maintain the required insurance on file with City, or that the refuse storage area(s) constitutes a hazard to the traveling public or other persons, or that Licensee's use of the refuse storage area(s) violates any ordinance or provision of City Code."

6. City shall furnish Licensee with notice requiring removal as is reasonable under the circumstances. After receipt of notice, Licensee shall thereafter immediately remove the refuse storage area(s) and restore City property or right-of-way to the same or better condition as existed prior to the installation of the refuse storage area(s), including but not limited to repairing or replacing pavement damaged by the use of the refuse storage area(s). In the event Licensee fails to promptly remove the refuse storage area(s) and restore the City property or right-of-way within the time required by the notice, City may cause the same to be done at the cost of Licensee and a lien to be placed upon the abutting real property for the cost of removal, to which Licensee and Licensee's Landlord agree.

7. Licensee, as a further consideration for the aforesaid license, hereby agrees to defend, indemnify, and save harmless City from any and all claims, demands, causes of action, damages, judgments, costs, attorney's fees, and expenses that City may sustain, incur, or become liable for because of loss, destruction, or damage to property, and because of injury or death to any persons resulting from any act, failure to act, or negligence of Licensee, or its contractors or agents in the installation, erection, construction, repair, maintenance, or removal of the refuse storage area(s), or by any reason of any defects in the design or installation of the refuse storage area(s), the location of the refuse storage area(s) or its placement, collapse, failure, or combustion of the refuse storage area(s), in whole or in part. Licensee agrees to be responsible for all losses, destruction, or damage to any property of City, personal or real, growing out of the erection, installation, construction, maintenance, repair, or removal of said refuse storage area(s), or the failure of Licensee to comply fully with the obligations of Licensee hereunder. Licensee further agrees to reimburse City for any fines, costs, damages, or attorney's fees resulting from the presence of the refuse storage area(s) on City property.

8. In no event shall City be liable to Licensee or any third person for damage or injury to Licensee's facilities and/or property placed in or on the refuse storage areas installed pursuant to this license if City is required to remove

the refuse storage area(s). The obligation of Licensee to indemnify City shall survive the termination of the license as to occurrences taking place prior to removal of the refuse storage area(s).

9. The obligations of this license shall be binding upon Licensee's respective grantees, heirs, personal representatives, successors and assigns, as long as the refuse storage area(s) shall remain upon City property or right-of-way.

10. Signing this agreement does not grant a right or interest in this license. This License Agreement and all rights and obligations hereunder may not be assigned without the written consent of the City.

11. This Agreement shall run and be in full force and effect for one year following the execution of this Agreement. Thereafter, this Agreement shall automatically renew on an annual basis under the same conditions and terms, subject to adequate appropriation, unless either party provides written notice of termination to the other party at least ninety (90) days before the end of the then current term, unless the Agreement is otherwise terminated as provided herein. Notwithstanding the above, this Agreement shall renew only if Licensee has constructed screening at 1725 N Jefferson in accordance with City Code Section 36-480 or 36-493 as applicable.

12. All notices required or permitted herein under and required to be in writing may be given by first class mail addressed to City and Licensee at the addresses shown above or by facsimile transmission to the numbers shown. The date of delivery of any notice by mail shall be the date falling on the second full day after the day of its mailing.

13. This agreement shall contain the entire agreement of the parties. No modification, amendment, or waiver of any of the provisions of this agreement shall be effective unless in writing specifically referring hereto, and signed by all parties.

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

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year herein stated.

[Remainder of page intentionally blank.]

Approved by:

_____
Traffic Engineer

CITY OF SPRINGFIELD, MISSOURI

By: _____
Director of Public Works or Acting Director

Approved as to Form:

_____
City Attorney or Assistant City Attorney

ACKNOWLEDGMENT OF CITY

STATE OF MISSOURI)
) ss
COUNTY OF GREENE)

On this ____ day of _____, 20__, before me personally appeared _____, to me personally known, who, being by me duly sworn did say that he is Director/Acting Director of Public Works of the City of Springfield, Missouri, a municipal corporation of the State of Missouri, and that the seal affixed to foregoing instrument is the corporate seal of said municipal corporation, and that said instrument was signed and sealed in behalf of said municipal corporation by authority of its City Council and said _____ acknowledged said instrument to be the free act and deed of said municipal corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in Springfield the day and year first above written.

_____
Notary Public

My Commission expires:

_____

CID Solid Waste Licensee:

By: _____

Name & Title: _____

ACKNOWLEDGMENT of Political Subdivision

STATE OF MISSOURI)
) ss
COUNTY OF GREENE)

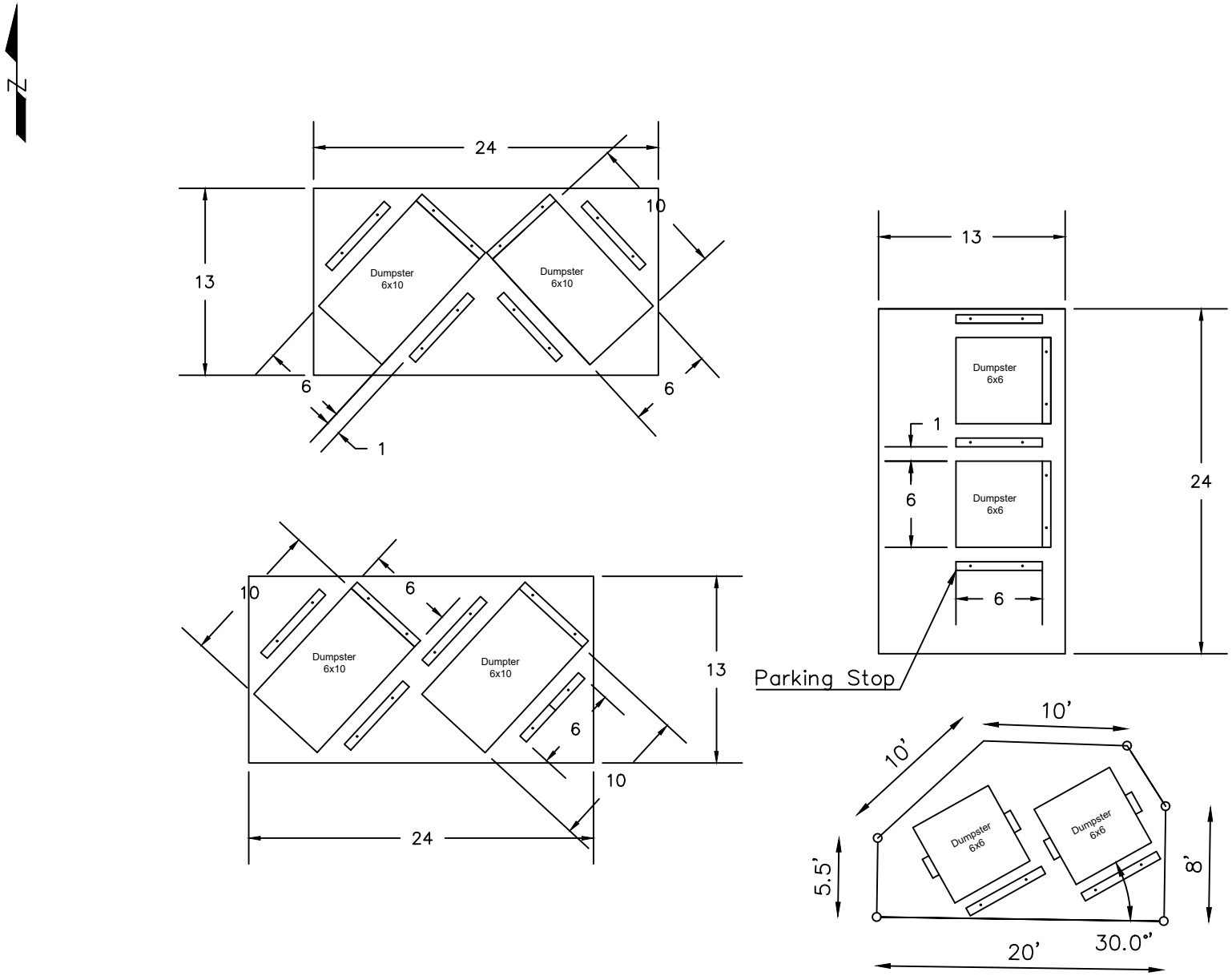
On this ____ day of _____, 20__ before me personally appeared _____ to me known, who by me being duly sworn, did state that he/she is _____ of _____, a political subdivision of the State of Missouri, that he/she is authorized to sign the foregoing instrument under the operating agreement of said company and he/she acknowledged executing said instrument as the free act and deed of said company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in Springfield the day and year first above written.

_____
Notary Public

My Commission expires:

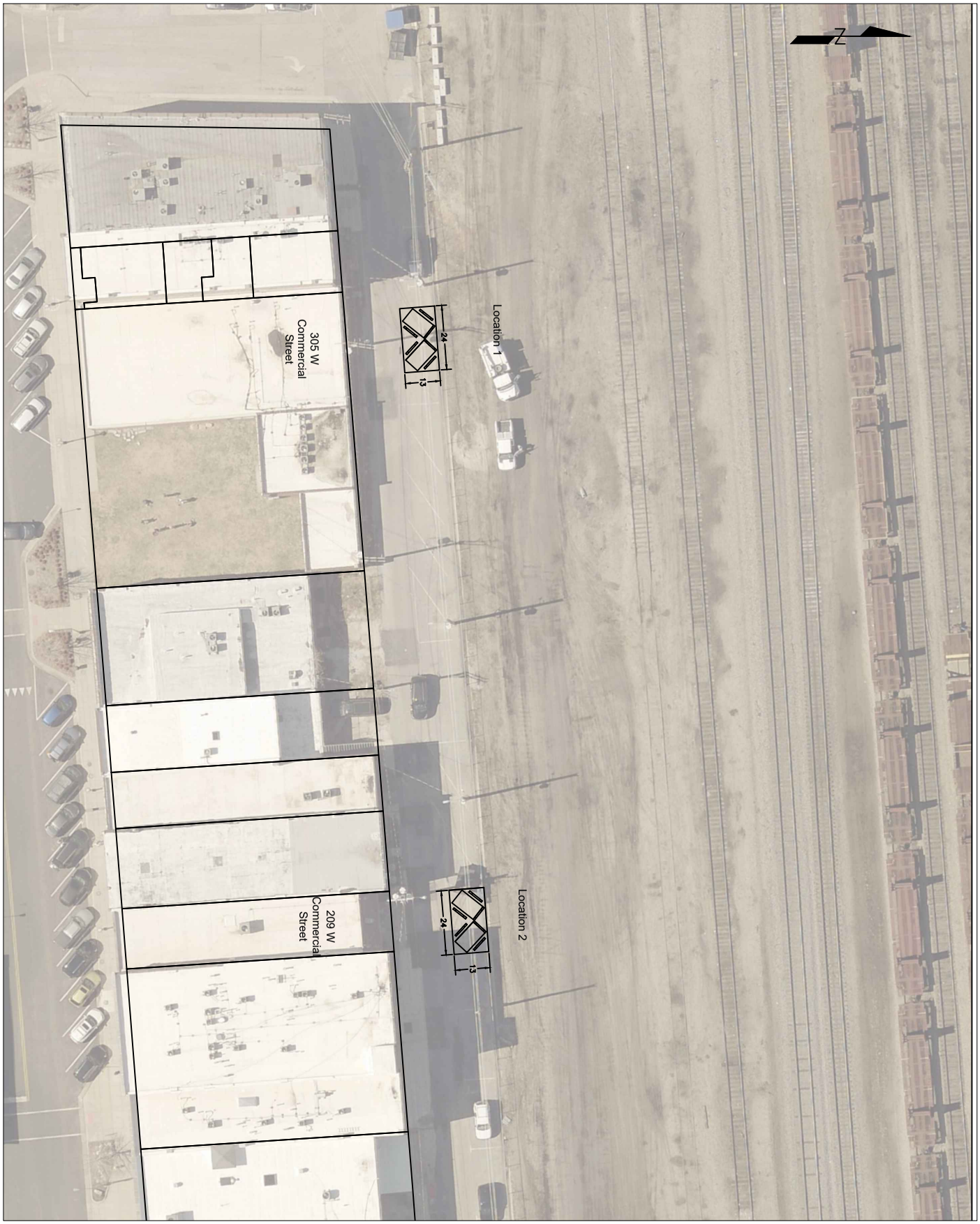
_____



DRW BY: GP
DRW DATE:01/11/2024
SCALE:

Concrete Pad and Fencing Detail
City of Springfield
Commercial St. Dumpster Screening

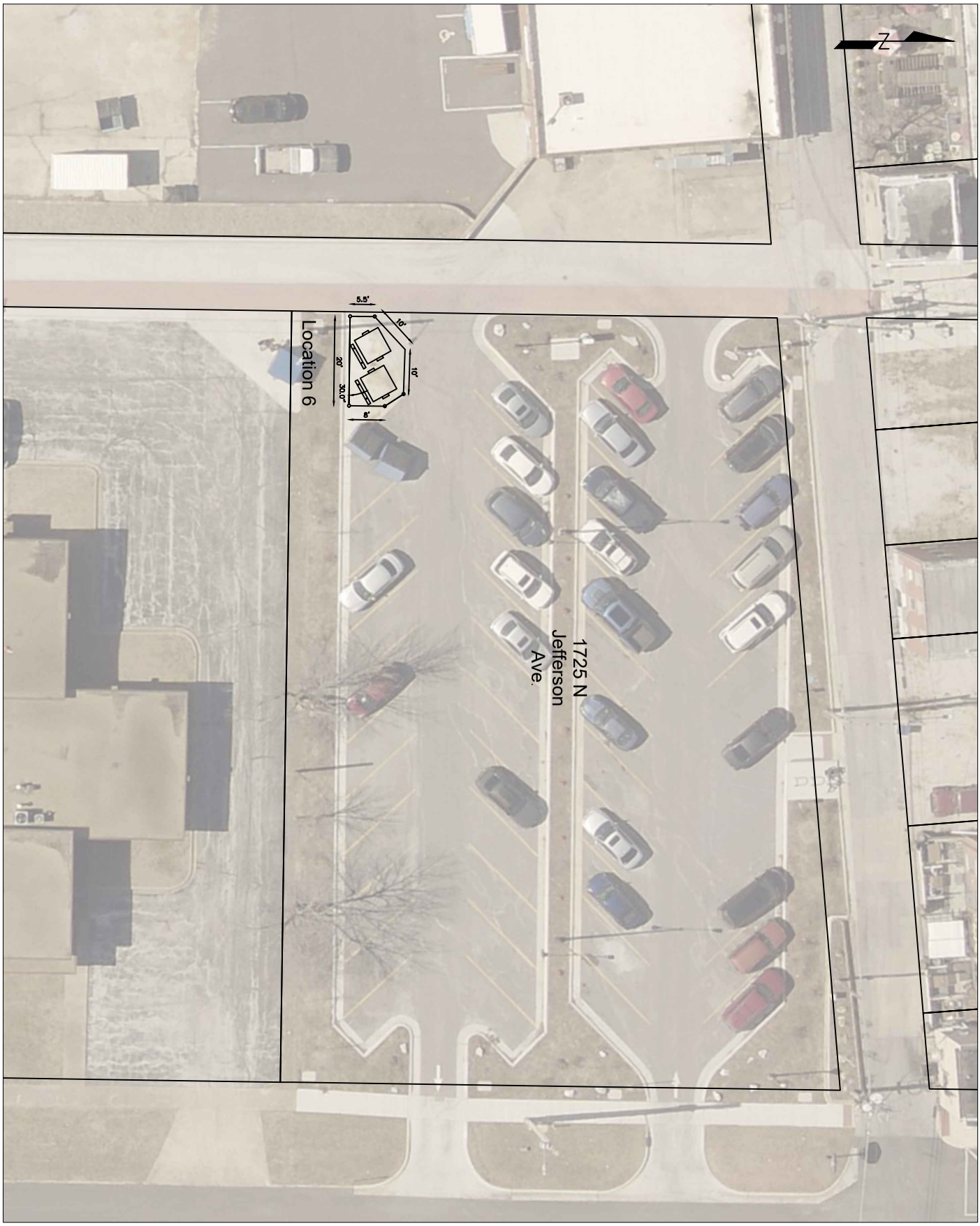
CITY OF Springfield PUBLIC WORKS



CITY OF Springfield PUBLIC WORKS	Location 1 and 2 City of Springfield Frisco LN Refuse Storage Area	DRW BY: GP DRW DATE:01/11/2024 SCALE:

CITY OF Springfield PUBLIC WORKS	Location 3 and 4 City of Springfield Frisco LN Refuse Storage Area	DRW BY: GP DRW DATE:01/11/2024 SCALE:

CITY OF Springfield PUBLIC WORKS	Location 5 City of Springfield Frisco LN Refuse Storage Area	DRW BY: GP DRW DATE:01/11/2024 SCALE:



CITY OF Springfield PUBLIC WORKS	Location 6 City of Springfield Commercial St. Dumpster Screening	DRW BY: GP DRW DATE:01/11/2024 SCALE:

EXPLANATION TO COUNCIL BILL 2024-122 (HARDINGER)

FILED: 06/17/2024

ORIGINATING DEPARTMENT: Law

TITLE: A special ordinance authorizing the City Manager, or designee, to enter into a contract to purchase the property generally described as 1660 and 1661 North Boonville Avenue and to execute all necessary documents in support thereof; and authorizing the City Manager, or designee, to enter into a contract to purchase current furnishings within said property.

PURPOSE: To authorize the City Manager, or his designer, to enter into a contract to purchase the property generally located at 1661 and 1660 North Boonville Avenue, and to execute all necessary documents in support thereof; and to authorize the City Manager, or designer, to enter into a contract to purchase current furnishings within said property.

BACKGROUND INFORMATION: The City of Springfield proposes acquisition of the existing land and improvements generally located at 1661 and 1660 North Boonville Avenue. The property is located along the Boonville Corridor, immediately south of Commercial Street and adjacent to other institutional uses.

The immediate purpose for the proposed acquisition is to house the Workforce Development Department and partner agencies, and to accommodate other municipal functions. The location is in close proximity to City Government Plaza. The proposed location is located within the Institutional and Employment Center placetype and supports City Council Priorities, especially those listed in Fiscal Sustainability and Accountability, Quality of Place, and Economic Vitality. This placetype contains a variety of major medical and office parks, and a collection of institutional and employer campuses. Large campuses are supported by small commercial sales and service businesses, as well as a mix of community-orientated amenities. Areas within this placetype act as centers of culture, education, and business development, while providing numerous employment opportunities for residents of Springfield and others from the region.

Located within Zone 1, the property will help eliminate barriers to employment within our community, providing better access to skill attainment. The City's Comprehensive Plan, Forward SGF, outlines a goal within Chapter 8, Economic Development, to support innovation, entrepreneurship, and workforce development. Among several actions, it recommends the City continue to implement and support programs to build a skilled workforce through its Workforce Development Department and partner agencies at the Missouri Job Center. The proposed acquisition will facilitate relocating the Department from a leased space on the southeast side of the City to a City-owned

facility that will be more centrally located and in closer proximity to public transit and other public services, thus enabling more efficient use of resources and improved delivery of services.

The property's recently appraised value is $3,950,000, and the owner of the property is willing to sell the building at the agreed-upon purchase price of $3,693,975. Additional costs for improvements to the property total $2,600,000, which includes, but is not limited to, roof repairs, HVAC replacement, building envelope repairs, windows and exterior door replacements, elevator improvements, networking, ADA improvements, pavement and sidewalks, security, signage, furniture, and environmental abatement. The proposed $6.3 million Workforce Development Building Project is being funded by $4.4 million of General Fund carryover and $1.9 million of bond proceeds. If approved, the property and its contents will be held as an asset of the City of Springfield.

The Workforce Development Department will lease the building from the City for its operations in a proportionate share of costs, along with any other partner entities or agencies housed within the facility through an agreed-upon legal mechanism.

The Workforce Development Department supports the local economy, including the City of Springfield and the surrounding areas, through strategic, innovative, and intentional workforce development projects and initiatives. These initiatives encompass a range of programs from skills training and job placement services to career counseling and support for underrepresented populations. The Department plays a pivotal role in creating strategic partnerships with businesses, educational institutions, and community organizations to implement comprehensive workforce development programs.

REMARKS: The Law Department recommends passage of the Council Bill.

Submitted By: Laura Vales, Assistant City Attorney

Authorized for inclusion on the agenda pursuant to City Code section 2-33:
Jason Gage, City Manager 6/18/2024

Attachments:
1. Supplemental Explanation Sheet
2. WFD Building Acquisition CB Final
3. Exhibit A - Purchase Agreement for Sale of Real Estate
4. WFD Building Furniture BOS

SUPPLEMENTAL EXPLANATION TO COUNCIL BILL 2024-122 (HARDINGER)

FILED: 06/20/2024

ORIGINATING DEPARTMENT: Law

TITLE: A special ordinance authorizing the City Manager, or designee, to enter into a contract to purchase the property generally described as 1660 and 1661 North Boonville Avenue and to execute all necessary documents in support thereof; and authorizing the City Manager, or designee, to enter into a contract to purchase current furnishings within said property.

PURPOSE: Report on Special Planning and Zoning Commission meeting related to Council Bill 2024-122.

REMARKS: The proposed acquisition of real property located at 1660 and 1661 North Boonville Avenue was brought before the Planning and Zoning Commission at a special meeting on June 20, 2024, for approval as consistent with the City of Springfield's comprehensive plan, "Forward SGF." At that time, the Planning and Zoning Commission did find the proposed acquisition of real property to be consistent with Forward SGF, with a vote of 8-0.

Therefore, the requirements of Section 11.7(3)(f) of the Springfield City Charter have been satisfied.

Submitted By: Laura Vales, Assistant City Attorney

Authorized for inclusion on the agenda pursuant to City Code section 2-33:
Jason Gage, City Manager

Attachments:
1. WFD Building Acquisition CB Final
2. Exhibit A - Purchase Agreement for Sale of Real Estate
3. Exhibit B - Bill of Sale for Furnishings

One-rdg. _____
P. Hrngs. _____
Pgs. _____
Filed 06-18-24

Sponsored by Horton

First Reading _____ Second Reading _____

COUNCIL BILL 2024-122 SPECIAL ORDINANCE _____

AN ORDINANCE

AUTHORIZING the City of Springfield, Missouri, to enter into Agreements with Burning Tree Consulting, LLC, for the purpose of purchasing the real estate and certain personal property located at 1660 and 1661 North Boonville Avenue for the not to exceed price of Three Million Seven Hundred Ninety-Three Thousand Nine Hundred Seventy-Five and No/100 Dollars ($3,793,975.00); and authorizing the City Manager, or designee to execute the same by and on behalf of the City of Springfield and providing additional authority.

WHEREAS, the City has targeted the building and parking lot located at 1660 and 1661 North Boonville Avenue, respectively, for the relocation of the Workforce Development Department; and

WHEREAS, the property is located within the Boonville Corridor and near City Government Plaza; and

WHEREAS, the property's recently appraised value is $3,950,000.00, and the owner of the property is willing to sell the building at a purchase price of $3,693,975.00; and

WHEREAS, the City has also agreed to purchase a number of current furnishings within the property, at a purchase price of $100,000.00; and

WHEREAS, the Planning and Zoning Commission recommended approval of this acquisition at its June 20, 2024, special meeting; and

WHEREAS, funding for this project was previously approved on June 10, 2024, in Ordinance 28000.

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

Section 1 – The Agreement by and between the City of Springfield, Missouri, and Burning Tree Consulting, LLC, for the purpose of purchasing the real estate located at 1660 and 1661 North Boonville Avenue for the not to exceed price of Three Million Six Hundred Ninety-Three Thousand Nine Hundred Seventy-Five and No/100 Dollars ($3,693,975.00), a true and accurate copy of said Agreement being attached hereto and incorporated as "Exhibit A," be and the same are hereby approved.

Section 2 – The Agreement by and between the City of Springfield, Missouri, and Burning Tree Consulting, LLC, for the purpose of purchasing certain personal property located at 1660 and 1661 North Boonville Avenue for the not to exceed price of One Hundred Thousand and No/100 Dollars ($100,000.00), a true and accurate copy of said Agreements being attached hereto and incorporated as "Exhibit B," be and the same is hereby approved.

Section 3 – The City Manager, or designee, of the City of Springfield, Missouri, is hereby authorized and directed to execute said Agreements by and on behalf of the City of Springfield.

Section 4 – The City Manager, or designee, is hereby authorized to take such action and execute such other documents as may be necessary or desirable to carry out and comply with the intent of this Ordinance, provided that any such documents are approved as to form by the City Attorney.

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

Passed at meeting: _____

_____
Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: Laura Vales, Assistant City Attorney

Approved for Council action: Jason A. Gage, City Manager

Exhibit A

CONTRACT FOR SALE OF REAL ESTATE

This contract ("Agreement") is made by and between Burning Tree Consulting, LLC, a Missouri limited liability company, ("Seller"); and the City of Springfield, Missouri, a municipal corporation, ("Buyer"), effective as of the date of the last party to sign the Agreement, hereinafter referred to as "Effective Date."

1. PURCHASE AND PRICE. The price for the sale of the property is the amount of Three Million Six Hundred Ninety-Three Thousand Nine Hundred Seventy-Five and No/100 Dollars ($3,693,975.00) as set forth in this Agreement.

2. PROPERTY. Buyer has offered to buy and the Seller is willing to sell, on the terms and conditions set forth herein, the real estate, improvements, fixtures, and parking generally located at 1660 N. Campbell Ave./1661 N. Boonville Ave., in Springfield, Greene County, Missouri, more particularly identified on Exhibit A (hereinafter collectively described as the "Property") by general warranty deed, free and clear from any liens and encumbrances, subject to recorded setback lines and easements, and subject to the terms and conditions set forth herein.

3. CONTINGENCIES. This Agreement and obligation to purchase the Property is subject to the following contingencies, and Buyer may elect to declare this Agreement null and void prior to the closing without any obligation or liability to Seller in the event that:

a. the Planning and Zoning Commission of the City of Springfield, Missouri, does not approve the Buyer's purchase of the Property pursuant to requirements of Section 11.7 of the City of Springfield City Charter;

b. a commercial appraisal of the Property ordered by the Buyer does not establish a fair market value of at least $3,693,975.00;

c. a survey or inspection of the Property by Buyer discloses property conditions, encroachments, violations of subdivision rules or covenants, or other restrictions, boundary line disputes, or rights or claims of third parties in possession, on any portion of the premises, which are unacceptable to Buyer;

d. the title insurance commitment referred to in paragraph 8 of this Agreement shall fail to show merchantable title in Seller, or shall contain exceptions unacceptable to Buyer;

e. the purchase of the Property is not approved by the Springfield City Council, in their sole discretion, if determined by the Springfield City Attorney that additional legislative authorization is required for acquisition of the Property;

f. any additional environmental assessments are conducted on the Property and such assessments are not acceptable to Buyer; or

g. any other change in circumstance resulting in the purchase no longer being in the Buyer's best interest.

4. DEFINITION OF HAZARDOUS SUBSTANCE. As used herein, "Hazardous Substance" shall mean any substance: (1) the presence of which requires investigation or remediation under any federal, state, or local statute, regulation, ordinance, order, action, policy, or common law; (2) which is hereafter defined as a "hazardous waste," "hazardous substance," "hazardous material," "pollutant," or "contaminant" (whether harmful or not) under any federal, state, or local statute, regulation, rule or ordinance, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. Sections 9601 et seq.) and/or the Resource Conservation and Recovery Act (42 U.S.C. Sections 6901 et seq.); (3) which is toxic, explosive, corrosive, flammable, radioactive, carcinogenic, mutagenic, or otherwise hazardous and is or becomes regulated by any governmental authority, agency, department or instrumentality of the United States, the State of Missouri, or any political subdivision thereof; and (4) without limitation, which consists of or contains petroleum, natural gas, and/or their components and distillates. For the purposes of this definition, asbestos is not included as it is treated separately hereunder.

5. SELLER'S REPRESENTATIONS. Seller represents to Buyer, as follows:

a. Seller has not placed any underground tanks, hazardous substances, or dumpsites on the Property during their ownership of the Property. Seller shall make available to Buyer all environmental assessments and reports concerning the Property in their possession.

b. If the Property is subject to any real estate listing agreement or other agreement providing for a real estate commission, the Seller is solely responsible for the cost and payment of all such commissions in connection with this Agreement; Buyer shall not be responsible for any such costs.

c. There have been no unpaid improvements or other work performed in connection with the Property by Seller that would give rise to the filing of any mechanics' liens against the Property.

d. The Seller has full authority to enter into this Agreement, and the Property is not subject to any options, contracts of sale, leases or other rights in favor of third parties.

e. There are no legal proceedings pending which involve the Property to the knowledge of Seller.

f. These representations are continuing and will be true at closing unless Seller has given the Buyer notice of the contrary in writing prior to the closing; however, any such disclosure(s) shall not relieve Seller of any obligations herein.

6. ADDITIONAL TERMS AND CONDITIONS.

a. Seller and Buyer acknowledge and agree that Buyer's acquisition of the Property is being made in a voluntary, arms' length manner and that the consideration paid by Buyer to Seller set forth in Paragraph 1 represents the fair market value for the Property, pending the results of an appraisal.

b. Seller acknowledges that the Property is partially occupied by the Seller, and the Seller may be eligible for relocation benefits under Federal, State, or local law if certain conditions are met.

c. The Phase I Environmental Assessment conducted on the Property will be at Buyer's expense. In the event that said Assessment reveals the need for a Phase II Assessment, the parties agree that they will enter into a supplemental agreement that allocates the costs of the Phase II Assessment between the parties.

d. The Buyer will arrange for and pay for an appraisal of the Property to be completed before closing.

e. The Buyer will arrange for and pay for a survey of the Property to be completed before closing.

7. CLOSING AND POSSESSION.

a. The "Closing" is the recording of the Seller's general warranty deed and the payment of the purchase price by the Buyer, which shall occur on May 31, 2024, provided all contingencies have been resolved to Buyer's satisfaction, at a time mutually agreeable to both parties, at the location specified below, provided that all contingencies and conditions herein have been satisfied or waived in writing and there is a title insurance commitment showing merchantable title in the Seller, unless otherwise mutually agreed to by the Seller and Buyer. The Seller acknowledges that proceeds will not be disbursed until the deed has been recorded.

b. Buyer shall take possession of the Property at the closing unless otherwise determined in writing and signed by both parties.

c. Closing shall take place at Hogan Land Title, once Buyer has satisfied itself that all contingencies or conditions contained in this Agreement have been satisfied or waived by Buyer in writing.

d. Buyer shall pay all closing costs, other than those identified in this Agreement to be paid by the Seller.

8. CLOSING PROCEDURES. Necessary title information will be ordered by the Buyer within ten (10) days of the Effective Date. The Buyer, at its cost, shall obtain a

commitment to insure title in the amount of the purchase price through a title insurance company acceptable to the Buyer, which is authorized to insure titles in the State of Missouri.

The commitment shall show merchantable title in the Seller in accordance with the Title Examination Standards of the Missouri Bar, subject only to any deed of trust, lien, or other encumbrances which can be satisfied from the proceeds of the sale; setback lines; standard utility easements of record as of the Effective Date; and the lien of current year's taxes. The Buyer may obtain a survey of the Property, the cost of which shall be paid by the Buyer.

The Buyer may, at Buyer's expense, have the title commitment examined; if applicable, the Buyer shall provide to the Seller in writing any valid objections to title and survey prior to the Closing Date, and the Seller, at its sole option, shall make reasonable efforts to correct the valid objections within thirty (30) days of receipt of request to cure, unless otherwise agreed to in writing, and, if not corrected, the Buyer may waive any objections and close, or elect to terminate the Agreement. At the Closing, the Seller shall deliver the general warranty deed, along with all other documents reasonably necessary to complete the close and which the title company requires in order to issue the title insurance policy, and the Buyer shall deliver its check sufficient to satisfy the Buyer's payment obligations and all other documents necessary to complete the Closing. All closing costs will be paid by the Buyer. The Sellers will warrant at Closing there are no unpaid bills for improvements within twelve (12) months prior to Closing and that the Seller has no knowledge of proposed improvements to be paid for by special assessment or fee.

9. TAXES AND UTILITIES. Seller shall be responsible for all taxes prior to 2024. Real estate taxes for 2024 shall be prorated for Seller prior to the date of Closing, and Seller's portion of the real estate taxes shall be deducted from the price at the time of Closing and paid by the title company to Greene County. If taxes are not known at the time of Closing, the parties shall estimate based upon taxes assessed in 2023 and prorate the taxes based upon the estimate. All utilities to the Property shall be read at the Closing Date and transferred to Buyer. Buyer shall not be responsible for any utility costs incurred prior to closing.

10. VERIFICATION OF CONDITION. The Buyer shall have the right to make a final inspection of the Property prior to Closing, as a contingency of the sale, to confirm that:

a. the Seller has complied with Seller's obligations; and

b. any contingency or defect of title has been resolved.

11. REMEDIES UPON DEFAULT.

a. The Sellers or the Buyer shall be in default under this contract if either party fails to comply with any material provision within the time limits required by the contract. If either party defaults, the party claiming a default shall notify the other party in writing of the nature of the default and may, as set forth in said notice, either terminate this contract or extend the time for performance by providing the defaulting party a deadline for curing the default.

b. In addition to all other remedies available to Seller or Buyer, the parties specifically acknowledge that the remedy of Specific Performance is a remedy that can be pursued by the Buyer in the Circuit Court of Greene County, Missouri.

12. PROVISIONS NOT MERGED WITH DEED. No provision of this contract is intended to or shall be merged by reason of any deed transferring title to the Property from the Seller to the Buyer, or any successor in interest; any such deed shall not be deemed to affect or impair the warranties, obligations, and covenants of this contract, which shall survive the closing.

13. NOTICE. All notices required or permitted hereunder and required to be in writing may be given by facsimile or by first class mail addressed to the Buyer and the Seller by one of three different means: Facsimile Transmission ("FAX") if both parties have a FAX number; United States Postal Service Mails; hand-delivering a copy of the same to the receiving party; or notice may be given by any combination of the above methods.

a. The date of notice shall be whichever of the following first occurs:

(1) The date upon which notice is hand-delivered to the receiving party;

(2) The date of delivery of notice by FAX transmission, which shall be deemed to be the date transmission occurs, except where the transmission is not completed by 5:00 p.m. on a regular business day at the terminal of the receiving party, in which case, the date of delivery shall be deemed to fall on the next regular business day for the receiving party;

(3) The third day following mailing of the notice.

b. Notices to the Seller shall be addressed to:

Jeff Childs and Alex Woodson, Brokers
SVN/Ranking Company, LLC
2808 S. Ingram Mill Rd., A100
Springfield, Missouri 65804

c. It shall be sufficient if notices sent to the Buyer are addressed to:

City Manager
City of Springfield, Missouri
840 Boonville
P.O. Box 8368
Springfield, MO 65801

With a copy to:

City Attorney
City of Springfield, Missouri
840 Boonville
P.O. Box 8368
Springfield, MO 65801

14. HEADINGS. The headings or captions of this Agreement are for convenience and reference only and in no way define, limit, or describe the scope or intent of this Agreement or any provision hereof.

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

16. TIME. Time is of the essence in the performance of the obligations of the parties under this Agreement.

17. ENTIRE CONTRACT. This Agreement contains the entire contract of the parties. No modification, amendment, or waiver of any of the provisions of this Agreement shall be effective unless in writing specifically referring hereto and signed by both parties.

(THIS PORTION OF PAGE INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year herein stated.

BUYER:

CITY OF SPRINGFIELD, MISSOURI

By: Jason Gage
Jason Gage, City Manager

Date: 4/1/24

ATTEST:

Anita J. Cotter
Anita J. Cotter, City Clerk

APPROVED AS TO FORM:

JLP
JLP (Apr 1, 2024 16:58 CDT)
Jordan Paul, City Attorney

SELLER:

Burning Tree Consulting LLC

By: Titus Williams (Mar 19, 2024 22:49 GMT+7)

Date: Mar 19, 2024

By: _____

Date: _____

CERTIFICATE OF DIRECTOR OF FINANCE
I certify that the expenditure contemplated by this document is within the purpose of the appropriation to which it is to be charged and that there is an unencumbered balance of appropriated and available funds to pay therefor.

David Holtmann
David Holtmann (Apr 1, 2024 16:18 CDT)
Director of Finance or Acting Director

Exhibit A
Property Description

City of Springfield, MO Contract for Real Estate Purchase

Final Audit Report 2024-03-19

Created:	2024-03-19
By:	BUFFEE SMITH (bsmith@springfieldmo.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAALDkivtXM5USuKUI8h6aAtdHj6sT8s481

"City of Springfield, MO Contract for Real Estate Purchase" History

Document created by BUFFEE SMITH (bsmith@springfieldmo.gov)
2024-03-19 - 2:31:48 PM GMT- IP address: 173.25.1.63

Document emailed to titus.williams@prosperiti.com for signature
2024-03-19 - 2:32:19 PM GMT

Email viewed by titus.williams@prosperiti.com
2024-03-19 - 2:32:43 PM GMT- IP address: 104.47.58.254

Signer titus.williams@prosperiti.com entered name at signing as Titus Williams
2024-03-19 - 3:49:11 PM GMT- IP address: 1.47.205.183

Document e-signed by Titus Williams (titus.williams@prosperiti.com)
Signature Date: 2024-03-19 - 3:49:13 PM GMT - Time Source: server- IP address: 1.47.205.183

Document emailed to BUFFEE SMITH (bsmith@springfieldmo.gov) for acceptance
2024-03-19 - 3:49:14 PM GMT

Document accepted by BUFFEE SMITH (bsmith@springfieldmo.gov)
Acceptance Date: 2024-03-19 - 3:51:46 PM GMT - Time Source: server- IP address: 173.25.1.63

Agreement completed.
2024-03-19 - 3:51:46 PM GMT

Adobe Acrobat Sign

FIRST AMENDMENT TO
CONTRACT FOR SALE OF REAL ESTATE

This First Amendment to Contract for Sale of Real Estate ("First Amendment") is made and entered into this 10 day of May 2024 ("Effective Date"), by and between Burning Tree Consulting, LLC, a Missouri limited liability company, hereinafter referred to as "Seller," and the City of Springfield, Missouri, a municipal corporation, hereinafter referred to as "Buyer."

WHEREAS, Seller and Buyer entered into a Contract for Sale of Real Estate on or about March 19, 2024, a copy of the same being attached hereto and incorporated by reference as Exhibit 1 ("the Agreement"); and

WHEREAS, the Agreement provides for a closing date on or before May 31, 2024; and

WHEREAS, the Buyer has determined that adequate bonding cannot be completed until June 20, 2024; and

WHEREAS, the Parties desire to extend the closing date to a date on or before June 28, 2024; and

WHEREAS, the Agreement does not contain a full legal description of the property being purchased; and

WHEREAS, the Parties desire to include a full legal description of the property being purchased.

NOW, THEREFORE, in exchange for valuable consideration each received from the other, the receipt and sufficiency of which is hereby acknowledged, the Parties do hereby agree as follows:

1. Paragraph 7. **CLOSING AND POSSESSION**, is hereby amended by changing the closing date from a date "on or before May 31, 2024," to a date "on or before June 28, 2024."

2. "Exhibit A" of the Agreement, **Property Description**, is hereby amended as follows:

ALL OF LOTS FOUR (4), FIVE (5), SIX (6), AND SEVEN (7), BLOCK FIFTEEN (15) IN THE CITY OF NORTH SPRINGFIELD, NOW CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI.

ALL OF THE WEST THIRTY-ONE(31) FEET OF LOT NINE (9) AND ALL OF LOTS TEN (10), ELEVEN (11), TWELVE (12), THIRTEEN (13), FOURTEEN (14), FIFTEEN (15), SIXTEEN (16), SEVENTEEN (17), EIGHTEEN (18), NINETEEN (19), TWENTY (20), TWENTY-ONE (21),

TWENTY-TWO (22), AND TWENTY-THREE (23) AND THE WEST THIRTY-THREE (33) FEET OF LOT TWENTY-FOUR (24) ALL IN BLOCK FIFTEEN (15) IN THE ORIGINAL TOWN OF NORTH SPRINGFIELD, NOW A PART OF THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI.

3. All other terms, conditions and requirements of the Contract for Sale of Real Estate shall remain in full force and effect, except as modified by this First Amendment.

4. This document may be signed in separate counterparts by the parties and the signed counterparts, taken together, shall be deemed to constitute an executed original of this document.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties have caused this First Amendment to Contract for Sale of Real Estate to be executed and effective as of the date first written above.

City of Springfield, Missouri, a
Missouri Municipal Corporation

Jason Gage, City Manager

Attest:

Anita Cotter, City Clerk

Burning Tree Consulting, LLC, a
Missouri Limited Liability Company

Titus Williams, Managing Partner

Attest:

By:

APPROVED AS TO FORM:

Jordan Paul, City Attorney

SECOND AMENDMENT TO
CONTRACT FOR SALE OF REAL ESTATE

This Second Amendment to Contract for Sale of Real Estate ("Second Amendment") is made and entered into this ____ day of June 2024 ("Effective Date"), by and between Burning Tree Consulting, LLC, a Missouri limited liability company, hereinafter referred to as "Seller," and the City of Springfield, Missouri, a municipal corporation, hereinafter referred to as "Buyer."

WHEREAS, Seller and Buyer entered into a Contract for Sale of Real Estate on or about March 19, 2024, a copy of the same being attached hereto and incorporated by reference as Exhibit 1 ("the Agreement"); and

WHEREAS, the Agreement provides for a closing date on or before May 31, 2024; and

WHEREAS, Seller and Buyer thereafter entered into the First Amendment to Contract for Sale of Real Estate in May 2024, wherein the closing date was amended to a date on or before June 28, 2024, a copy of the same being attached hereto and incorporated by reference as Exhibit 2 ("First Amendment"); and

WHEREAS, the Parties now desire to further extend the closing date to a date on or before July 10, 2024.

NOW, THEREFORE, in exchange for valuable consideration each received from the other, the receipt and sufficiency of which is hereby acknowledged, the Parties do hereby agree as follows:

1. Paragraph 7. **CLOSING AND POSSESSION**, is hereby amended by changing the closing date from a date "on or before June 28, 2024," to a date "on or before July 10, 2024."

2. All other terms, conditions and requirements of the Contract for Sale of Real Estate shall remain in full force and effect, except as modified by this Second Amendment.

3. This document may be signed in separate counterparts by the parties and the signed counterparts, taken together, shall be deemed to constitute an executed original of this document.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties have caused this Second Amendment to Contract for Sale of Real Estate to be executed and effective as of the date first written above.

City of Springfield, Missouri, a
Missouri Municipal Corporation

_____
Jason Gage, City Manager

Attest:

_____
Anita Cotter, City Clerk

APPROVED AS TO FORM:

_____
Jordan Paul, City Attorney

Burning Tree Consulting, LLC, a
Missouri Limited Partnership

_____
Titus Williams, Managing Partner

Attest:

_____
By:

ROUTING ORDER	(1) ORIGINATING DEPARTMENT	(2) SELLER	(3) FINANCE DEPARTMENT
	(4) LAW DEPARTMENT	(5) CITY MANAGER'S OFFICE	(6) CITY CLERK'S OFFICE
EFFECTIVE DATE	TERMINATION DATE	CONTRACT NUMBER:	
(X) NEW CONTRACT			

CITY	SELLER
City of Springfield **840 Boonville, P.O. Box 8368** **Springfield, MO 65802** **Phone: (417) 864-1185** **Attn: Amanda Ohlensehlen, Director of Economic Vitality**	**Burning Tree Consulting, LLC** **1660 North Boonville Avenue** **Springfield, MO 65802** **Phone: (417) 413-4687**

GOODS CONTRACT

THIS CONTRACT, made and entered into this _____ day of June, 2024, by the parties identified above,

WITNESSETH:

THAT, WHEREAS, the City of Springfield has offered to purchase, and the Seller is willing to sell the goods more particularly described in ***Exhibit A***.

NOW, THEREFORE, for the considerations herein expressed, it is agreed by and between the City and the Seller as follows:

1. **Purchase**. Seller agrees to sell to the City, and the City agrees to purchase the goods described in ***Exhibit A***. City agrees to pay Seller One Hundred Thousand Dollars and No/100 ($100,000.00) for the real property described in Exhibit A and currently located at 1660 N. Boonville Ave., Springfield, MO 65802. City shall take possession of the goods upon payment to Seller.

2. **Exchange of Data**. All information, data, and reports in the City's possession and necessary for the carrying out of the services related to this Contract, shall be furnished to the Seller without charge, and the parties shall reasonably cooperate in connection with this Contract.

3. **Term**. The purchase of the goods shall occur on or before July 10, 2024

4. **Termination.** Failure of the Seller to fulfill Seller's obligations under this contract in a timely and satisfactory manner shall constitute a breach of the contract, and the City shall thereupon have the right to immediately terminate this contract.

5. **Conflicts**. No salaried officer or employee of the City and no member of the City Council shall have a financial interest, direct or indirect, in this Contract. A violation of this provision renders the Contract void. Any applicable federal regulations and applicable provisions in Section 105.450 et seq., RSMo., shall not be violated. Seller covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services to be performed under this Contract. The Seller further covenants that in the performance of this Contract no person having such interest shall be employed or compensated by Seller.

6. **Assignment**. The Seller shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation), without prior written consent of the City thereto. Provided, however, that claims for money due or to become due to the Seller from the City under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of such assignment or transfer shall be furnished in writing promptly to the City. Any such assignment is expressly subject to all rights and remedies of the City under this Contract, including the right to change or delete activities from the Contract or to terminate the same as provided herein, and no such assignment shall require the City to give any notice to any such assignee of any actions which the City may take under this Contract.

7. **Confidentiality of Documents**. Any reports, data, design or similar information given to or prepared or assembled by the Seller under this Contract which the City requests to be kept as confidential shall not be made available to any individual or organization by the Seller without prior written approval of the City.

8. **Discrimination**. The Seller agrees in the performance of this Contract not to discriminate on the ground or because of race, color, religion, sex, sexual orientation, gender identity, national origin, age, status as a protected veteran or status as a qualified individual with a disability, or political opinion or affiliation, against any employee of Seller or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder. The parties hereby incorporate the requirements of 41 C.F.R. §§ 60-1.4(a)(7), 29 C.F.R. Part 471, Appendix A to Subpart A, 41 C.F.R. § 60-300.5(a) and 41 C.F.R. § 60-741.5(a), if applicable.

a. This Seller and any authorized subcontractor shall abide by the requirements of 41 C.F.R. § 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans and requires affirmative action by covered prime Sellers and subcontractors to employ and advance in employment qualified protected veterans.

b. This Seller and any authorized subcontractor shall abide by the requirements of 41 C.F.R. § 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime Sellers and subcontractors to employ and advance in employment qualified individuals with disabilities.

9. **Compliance with Laws**. Seller agrees to comply with all applicable federal, state, and local laws and rules and regulations applicable to the provision of services and products hereunder. Seller affirmatively states that payment of all local, state, and federal taxes and assessments issued to Seller has been made in full.

10. **General Independent Contractor Clause**. This Contract does not create an employee/employer relationship between the parties. It is the parties' intention that the Seller will be an independent contractor and not the City's employee for all purposes, including, but not limited to: the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, Missouri revenue and taxation laws, Missouri workers' compensation and unemployment insurance laws. The Seller will retain sole and absolute discretion in the judgment of the manner and means of carrying out the Seller's activities and responsibilities hereunder. The Seller agrees that it is a separate and independent enterprise from the City, that it has a full opportunity to find other work, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the services. This Contract shall not be construed as creating any joint employment relationship between the Seller and the City, and the City will not be liable for any obligation incurred by the Seller, including but not limited to unpaid minimum wages and/or overtime premiums.

11. **City Benefits**. The Seller shall not be entitled to any of the benefits established for the employees of the City nor be covered by the Workers' Compensation Program of the City.

12. **Liability and Indemnity**. The parties mutually agree to the following:

a. In no event shall the City be liable to the Seller for special, indirect, or consequential damages, except those caused by the City's gross negligence or willful or wanton misconduct directly and solely resulting in a breach of this contract. The maximum liability of the City shall be limited to the amount of money to be paid or received by the City under this Contract.

b. The Seller shall defend, indemnify, and hold the City harmless from and against all claims, including but not limited to losses, and liabilities arising out of personal injuries, including death, and damage to property, which are caused by the Seller arising out of or in any way connected with this Contract.

c. The Seller shall indemnify and hold the City harmless from all wages or overtime compensation due Seller's employees in rendering services pursuant to this Contract, including payment of reasonable attorney fees and costs in the defense of any claim made under the Fair Labor Standards Act or any other federal or state law.

13. **Attorney Fees.** In the event of any litigation arising from breach of this Agreement the City shall be entitled to recover from the Seller all reasonable costs incurred for such litigation, including staff time, court costs, attorney fees, and all other related expenses incurred in such litigation.

14. **Notices**. All notices required or permitted hereinunder and required to be in writing may be given by FAX, electronic mail (if to Seller), or by first class mail addressed to City or Seller at the addresses shown above. The date of delivery of any notice provided by mail shall be the date falling on the third day after the day of its mailing. The date of delivery of notice by FAX transmission or electronic mail (if to Seller) shall be deemed to be the date transmission occurs, except where the transmission is not completed by 5:00 p.m. on a regular business day at the location of the receiving party, in which case the date of delivery shall be deemed to fall on the next regular business day for the receiving party.

15. **Jurisdiction**. This Contract and every question arising hereunder shall be construed or determined according to the laws of the State of Missouri. Should any part of this Contract be litigated, venue shall be proper only in the Circuit Court of Greene County, Missouri.

16. **Entire Agreement**. This Contract contains the entire agreement of the parties with respect to the real property listed in Exhibit A. No modification, amendment, or waiver of any of the provisions of this Contract shall be effective unless in writing specifically referring hereto and signed by both parties.

IN WITNESS WHEREOF, the parties hereto evidence their agreement to the terms of this Contract by their signatures below.

CERTIFICATE OF DIRECTOR OF FINANCE

I certify that the expenditure contemplated by this document is within the purpose of the appropriation to which it is to be charged and that there is an unencumbered balance of appropriated and available funds to pay therefor.

_____
Director of Finance or Acting Director

APPROVED AS TO FORM

_____
City Attorney or designee

SELLER:

By:_____

Name & Title:_____

If Seller is a Disadvantaged Business Enterprise (DBE), please indicate classification.
Minority Owned ☐ Women Owned ☐ Veteran Owned ☐

CITY OF SPRINGFIELD, MISSOURI

By:_____
City Manager or Designee

Goods	Goods

First Floor Inventory

Chairs	Total
Standard Office chairs	65
High/Standing office chairs	11
Accent Chairs	68
Large Accent chairs	10
Conference chairs	43
File Cabinets	
Wood Lateral Cabinets	7
Tall File Cabinets	10
Small File Cabinets	11
Metal File Cabinets	3
Large File Cabinet	3
Desk	
"U" Shaped Desk	14
"L" Shaped Desk	9
Large Desk	2
Medium Desks	16
Standing Desks	12
Other	
Bookcases	10
XL Bookcase	1
Bookcase w/ drawers	2
Side Tables	23
XL Long Table	3
Round Tables	6
Large Round Table	1
High Top Table	0
Computer Stand	0
White Boards	12

Glass White Board	0
Lamps	6
Plants	6
TV	5
Coat Hanger	0
Wire Shelf	0
Mini Fridge	2
Love Seat	0
TV Mount	1
iPad Mini	1
Speaker	2
Security Cameras	0
Cubicles	48

Second Floor Inventory

Chairs	Remaining
Standard Office chairs	25
Hightop Chairs	24*
Accent Chairs	48*
Large Accent Chairs	0
File Cabinets	
Small File Cabinet	5
Medium File Cabinet	9
Large File Cabinet	3
Desk	
"L" Shaped Desk	3
"U" Shaped Desk	9
Medium Desks	5
Standing Desks	1
Other	
Bookcases	14
Large Bookcase	0
Round Table	0
Side Tables	12*
Low Tables	0
Hightop Tables	6*

Computer Stand	7
Glass White Board	1
White Board	3
Large Mirror	0
Coat Hangers	0
Lamps	0
Mirrors	0
Plants	3
Fridge	1
Microwave	1
Metal Shelves	0
Sofa/Loveseat	1*
Toaster	1*
Cappuccino Machine	1*
TV	0
Cubicles	24

Basement Inventory

Chairs	Remaining
Office Chair	17
Accent Chair	4
File Cabinets	
Metal Cabinets	10
Tall File Cabinets	0
Small File Cabinets	3
Desk	
Small Desk	1
Other	
Round Table	1
Computer Monitor	1
White Board	1
Metal Shelves	0
Metal Table	1
Lamp	0
Not listed above	
Viv's office pieces	0
Various Cubical pieces	12
Soap refills for Reeds	
Folding Tables	0
Side tables/accent tables	5

Miscellaneous Inventory

Chairs	12
Office Chairs Accent Chairs	12
Desks	0
"L" Shaped Desk Standard Desk	1 1
File Cabinets	0
File Cabinets	4
Legal File Cabinets Metal File Cabinets	3 2
Other	0
Round Table	1
Table w/ Leaf	1

Total Cost $100,000.00

* Some or all located in breakroom on first floor

Maximum Payment	$ 100,000.00	Total Maximum Amount To Be Paid To Seller
Method of Payment	☒ Lump Sum Of Entire Amount Upon Satisfactory Receipt of Goods	
Department Head's Signature or designee	**Date**:	

EXPLANATION TO COUNCIL BILL 2024-116 (HOSMER)

FILED: 06/12/2024

ORIGINATING DEPARTMENT: Public Works

TITLE: A special ordinance authorizing the City Manager, or designee, to enter into a Municipal Agreement with the Missouri Highways and Transportation Commission to define construction and maintenance responsibilities associated with Route Loop 44 and Business 65 improvements.

PURPOSE: Authorizing the City Manager, or designee, to enter into a Municipal Agreement ("Exhibit 1") with the Missouri Highways and Transportation Commission, to define construction and maintenance responsibilities associated with the Route Loop 44 and Business 65 improvements.

BACKGROUND INFORMATION: This Municipal Agreement allows the Missouri Highways and Transportation Commission to complete the resurfacing, ADA, safety and operational improvements on Chestnut Expressway located within the City of Springfield. This agreement allows the Commission to complete improvements for the road project within the City-owned right of way and describes that maintenance of improvements within the City-owned right-of-way will be performed by the City and maintenance of improvements within the Commission-owned right of way will be performed by the Commission. There is no cost to the City identified in this agreement.

Supports the following City Council Priorities:

- Public Safety
- Quality of Place
- Fiscal Sustainability and Accountability

REMARKS: Public Works recommends approval of this Council bill.

Submitted By: Martin Gugel, Assistant Director of Public Works

Authorized for inclusion on the agenda pursuant to City Code section 2-33:

Attachments:
1. Route Loop 44 and Business 65_ord
2. Route Loop 44 and Business 65_exh1
3. Route Loop 44 and Business 65 Map_exh2

One-rdg. _____
P. Hrngs. _____
Pgs. 13
Filed: 06-04-24

Sponsored by: Hosmer

First Reading: _____ Second Reading: _____

COUNCIL BILL 2024-116 SPECIAL ORDINANCE _____

AN ORDINANCE

AUTHORIZING the City Manager, or designee, to enter into a Municipal Agreement with the Missouri Highways and Transportation Commission to define construction and maintenance responsibilities associated with Route Loop 44 and Business 65 improvements.

_____

WHEREAS, the City and the Missouri Highways and Transportation Commission ("MHTC") desire to coordinate the construction and maintenance of resurfacing, ADA, safety, and operational improvements to Route Loop 44 and Business 65; and

WHEREAS, the City wishes to grant the right to use City right-of-way as necessary to perform these improvements; and

WHEREAS, MHTC is responsible for design, construction, inspection, and funding of these improvements, and the City is responsible for maintenance of improvements within City-owned right of way.

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

Section 1 – City Council hereby authorizes the City Manager, or designee, to enter into a Municipal Agreement with MHTC, said agreement to be substantially in the form and content as that document attached hereto and incorporated herein by reference as "Exhibit 1."

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

Passed at meeting: _____

_____
Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: _____, Assistant City Attorney

Approved for Council action: _____, City Manager

Exhibit 1

CCO Form: DE11
Approved: 04/93 (CEH)
Revised: 12/21 (BDG)
Modified:

Municipal Agreement
Route: Loop 44 and BU 65
County: Greene
Job No.: J8P3144, J8S3171, J8S3166, J8S3167 and J8S3224

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
MUNICIPAL AGREEMENT

THIS AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission") and the City of Springfield, Missouri, a municipal corporation (hereinafter, "City").

WITNESSETH:

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations contained herein, the parties agree as follows:

(1) IMPROVEMENT DESIGNATION: The public improvement designated as Route Loop 44 and Business 65, Greene County, Job No. J8P3144, J8S3171, J8S3166, J8S3167 and J8S3224 shall consist of resurfacing, ADA, safety and operational improvement on Chestnut Expressway.

(2) IMPROVEMENT WITHIN CITY: The improvement within the City is located as follows:

Beginning at the intersection of Chestnut Expressway and the I-44 westbound ramp, extending easterly on Chestnut Expressway to the intersection of Chestnut Expressway and Eastgate Avenue. Length of improvement within city is 9.2 miles.

(3) EXTENT OF AGREEMENT: This Agreement shall apply only to the portion of the improvement lying within the city limits as they exist on the date this Agreement is executed by the City.

(4) LOCATION: The general location of the public improvement is shown on an attached sketch marked "Exhibit A" and made a part of this Agreement. The detailed location of the improvement is shown on the plans prepared by the Commission for the above-designated route and project.

(5) PURPOSE: It is the intent of this Agreement to outline the parties' responsibilities with respect to the construction and maintenance of those improvements to the State Highway System located within the City limits described in paragraphs (1) and (2) above and designated as Commission Job No. J8P3144, J8S3171, J8S3166, J8S3167 and J8S3224.

(6) RIGHT-OF-WAY USE: The City grants the right to use the right-of-way of public roads, streets, alleys and any other property owned by the City as necessary for construction and maintenance of said public improvement.

(7) CLOSE AND VACATE: The City shall temporarily close and vacate all streets or roads, or parts thereof, which may be necessary to permit the construction of the project in accordance with the detailed plans.

(8) RIGHT-OF-WAY ACQUISITION: Upon approval of all agreements, plans and specifications by the Commission and the Federal Highway Administration (FHWA), the Commission will file copies of the plans with the city clerk of the City and the county clerk of the county and proceed to acquire at its expense, at no cost or expense to the City, any necessary right-of-way required for the construction of the improvement.

(9) UTILITY RELOCATION:

(A) The Commission and the City shall cooperate to secure the temporary or permanent removal, relocation, or adjustment of public utilities or private lines, poles, wires, conduits, and pipes located on the right-of-way of existing public ways as necessary for construction of the improvement and the cost shall be borne by such public utilities or the owners of the facilities except where the City is by existing franchise or agreement obligated to pay all or a portion of such cost, in which case the City will pay its obligated portion of the cost.

(B) The Commission shall secure the removal, relocation, or adjustment of any public or private utilities located upon private easements and shall pay any costs incurred therein.

(C) It is understood and agreed by the parties to this Agreement that no city-owned utility facilities will require relocation or adjustment in connection with this improvement, but that should utility facilities be discovered at any time during development or construction of this improvement, relocation or adjustment of the same will be done and performed under a supplemental agreement covering the subject, and in accordance with Commission policy then in effect on division of costs for adjustment of utility facilities.

(D) In cases of public utilities owned by the City which must be moved, adjusted, or altered to accommodate construction of this improvement, and such city-owned utilities, poles, wires, conduits, and pipes are located within the present city limits and located on an existing city street, not state highway right-of-way, but being taken over by the Commission as a part of its highway right-of-way, the City will perform the necessary removal, adjustment, alterations and relocation, and the Commission will reimburse the City except as otherwise provided. The City shall perform the removal, adjustment, alterations and relocation in accordance with the detail plans, estimates of costs and bills of materials prepared by the City in accordance with Federal Aid Policy Guide, Title 23 CFR Subchapter G, Part 645, Subpart A (FAPG 23 CFR 645A), dated

December 9, 1991 and any revision of it, and approved by the Commission's District Engineer, and shall perform all work and keep the records of the costs in accordance with FAPG 23 CFR 645A and its revisions. Upon the completion of any such work and on receipt by the Commission of the original and four copies of a bill for the actual costs incurred by the City in making any such removal, adjustment, alteration and relocation, the Commission shall reimburse the City for the actual cost necessitated by construction of this public improvement. The Commission's obligation toward the cost of any such removal, adjustment, alteration and relocation shall extend only to those costs incurred in accordance with FAPG 23 CFR 645A and its revisions.

(E) Should it be necessary to alter, relocate or adjust any city-owned utility facilities outside the present city limits on public right-of-way or on state highway right-of-way within or outside the city limits or within the right-of-way of a public way other than a city street or alley, the alteration, relocation, or adjustment shall be made by the City at its cost.

(F) The City agrees that any installation, removal, relocation, maintenance, or repair of public or private utilities involving work within highway right-of-way included in this project shall be done only in accordance with the general rules and regulations of the Commission and after a permit for the particular work has been obtained from the Commission's District Engineer or his authorized representative. Similarly, the City will allow no work on the highway right-of-way involving excavation or alteration in any manner of the highway as constructed, including but not limited to driveway connections, except in accordance with the rules and regulations of the Commission and only after a permit for the specific work has been obtained from the Commission's District Engineer or his authorized representative. The City shall take whatever actions that are necessary to assure compliance with this Subsection.

(10) LIGHTING: The Commission will, at its cost and expense, install, operate, and maintain basic highway intersection or interchange lighting at warranted locations on the improvement. The construction, installation, and maintenance of any other or further lighting system on the public improvement covered by this Agreement shall be only in accordance with the Commission's policy on highway lighting in effect, and to the extent deemed warranted by the Commission, at the time of any such installation. No lighting system shall be installed or maintained by the City on the improvement without approval of the Commission.

(11) TRAFFIC CONTROL DEVICES: The installation, operation and maintenance of all traffic signals, pavement markings, signs, and devices on the improvement, including those between the highway and intersecting streets shall be under the exclusive jurisdiction and at the cost of the Commission. The City shall not install, operate, or maintain any traffic signals, signs or other traffic control devices on the highway or on streets and highways at any point where they intersect this highway without approval of the Commission.

(12) DRAINAGE: The Commission will construct drainage facilities along the

improvement and may use any existing storm and surface water drainage facilities now in existence in the area. The City shall be responsible for receiving and disposing of storm and surface water discharged from those drainage facilities which the Commission constructs within the limits of highway right-of-way to the extent of the City's authority and control of the storm sewer facilities or natural drainage involved.

(13) PERMITS: The Commission shall secure any necessary approvals or permits from the Surface Transportation Board, the Public Service Commission of Missouri, or any other state or federal regulating authority required to permit the construction and maintenance of the highway.

(14) COMMENCEMENT OF WORK: After acquisition of the necessary right-of-way, the Commission shall construct the highway in accordance with final detailed plans approved by the Federal Highway Administration (or as they may be changed from time to time by the Commission with the approval of the FHWA) at such time as federal and state funds are allocated to the public improvement in an amount sufficient to pay for the federal and state government's proportionate share of construction and right-of-way costs. The obligation of the Commission toward the actual construction of the public improvement shall be dependent upon the completion of plans in time to obligate federal funds for such construction, upon approval of the plans by the FHWA, upon the award by the Commission of the contract for the construction, and upon the approval of the award by the FHWA.

(15) MAINTENANCE:

(A) Except as provided in this Agreement, upon completion of the improvement, the Commission will maintain all portions of the improvement within the Commission owned right-of-way. The Commission will remove snow from the traveled portion of the highway using a snowplow or chemical means. Maintenance by the Commission shall NOT include maintenance or repair of water supply lines, sanitary or storm sewers (except those storm sewers constructed by the Commission to drain the highway), or city-owned utilities within the right-of-way.

(16) ACCEPTED WITHIN HIGHWAY SYSTEM: Effective upon execution of this Agreement, the Commission temporarily accepts the portion of the City street system described in this Agreement as part of the State Highway System for the purposes of this project. However, during the construction period contemplated in this Agreement:

(A) The Commission will assume no police or traffic control functions not obligatory upon Commission immediately prior to the execution of this Agreement, and

(B) The City shall perform or cause to be performed normal maintenance on the project site.

(C) Effective upon completion of construction, the Commission shall transfer ownership to the City, and the City will accept, the portions of the City street

system that are replaced by this improvement.

(17) POLICE POWERS: It is the intent of the parties to this Agreement that the City shall retain its police powers with respect to the regulation of traffic upon the improvement contemplated. However, the City will enact, keep in force, and enforce only such ordinances relating to traffic movement and parking restrictions as may be approved by the Commission and as are not in conflict with any regulations for federal aid. The Commission shall not arbitrarily withhold approval of reasonable traffic regulations, signs, and markings which will permit the movement of traffic in accordance with accepted traffic regulation practices.

(18) RESTRICTION OF PARKING: Since the improvement is being designed and constructed to accommodate a maximum amount of traffic with a minimum amount of right-of-way, the City shall take whatever actions that are necessary to prevent parking upon the highway or any part of the area of the highway right-of-way within the limits of the improvement.

(19) OUTDOOR ADVERTISING: No billboards or other advertising signs or devices or vending or sale of merchandise will be permitted within the right-of-way limits of the project and the City shall take whatever actions that are necessary to enforce this Section.

(20) WITHHOLDING OF FUNDS: In the event that the City fails, neglects, or refuses to enact, keep in force or enforce ordinances specified or enacts ordinances contrary to the provisions in this Agreement, or in any other manner fails, neglects or refuses to perform any of the obligations assumed by it under this Agreement, the Commission may, after serving written request upon the City for compliance and the City's failure to comply, withhold the expenditure of further funds for maintenance, improvement, construction, or reconstruction of the state highway system in the City.

(21) FEDERAL HIGHWAY ADMINISTRATION: This Agreement is entered into subject to approval by the Federal Highway Administration and is further subject to the availability of federal and state funds for this construction.

(22) INDEMNIFICATION:

(A) To the extent allowed or imposed by law, the City shall defend, indemnify and hold harmless the Commission, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the City's wrongful or negligent performance of its obligations under this Agreement.

(B) The City will require any contractor procured by the City to work under this Agreement:

(1) To obtain a no cost permit from the Commission's District

Engineer prior to working on the Commission's right-of-way, which shall be signed by an authorized contractor representative (a permit from the Commission's District Engineer will not be required for work outside of the Commission's right-of-way); and

(2) To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the Commission, and the Missouri Department of Transportation and its employees, as additional named insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities ($500,000 per claimant and $3,500,000 per occurrence) as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to Section 537.610, RSMo.

(C) In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or law.

(23) AMENDMENTS: Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment approved and signed by representatives of the City and Commission, respectively, each of whom being duly authorized to execute the contract amendment on behalf of the City and Commission, respectively.

(24) COMMISSION REPRESENTATIVE: The Commission's Southwest District Engineer is designated as the Commission's representative for the purpose of administering the provisions of this Agreement. The Commission's representative may designate by written notice other persons having the authority to act on behalf of the Commission in furtherance of the performance of this Agreement.

(25) CITY REPRESENTATIVE: The City's City Manager is designated as the City's representative for the purpose of administering the provisions of this Agreement. The City's representative may designate by written notice other persons having the authority to act on behalf of the City in furtherance of the performance of this Agreement.

(26) NOTICES: Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be deemed given three (3) days after delivery by United States mail, regular mail postage prepaid, or upon receipt by personal or facsimile delivery, addressed as follows:

(A) To the City:
Jason Gage, City Manager
840 Boonville Avenue
4th Floor
Springfield, Missouri 65802
417-864-1006

(B) To the Commission:
Stacy Reese, District Engineer
Missouri Department of Transportation - Southwest District
3025 East Kearney Street
Springfield, Missouri 65803
417-895-7610

or to such other place as the parties may designate in accordance with this Agreement. To be valid, facsimile delivery shall be followed by delivery of the original document, or a clear and legible copy thereof, within three (3) business days of the date of facsimile transmission of that document.

(27) ASSIGNMENT: The City shall not assign, transfer or delegate any interest in this Agreement without the prior written consent of the Commission.

(28) LAW OF MISSOURI TO GOVERN: This Agreement shall be construed according to the laws of the State of Missouri. The City shall comply with all local, state and federal laws and regulations relating to the performance of the contract.

(29) VENUE: It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

(30) SOLE BENEFICIARY: This Agreement is made for the sole benefit of the parties hereto and nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Commission and the City.

(31) AUTHORITY TO EXECUTE: The signers of this Agreement warrant that they are acting officially and properly on behalf of their respective institutions and have been duly authorized, directed and empowered to execute this Agreement.

(32) SECTION HEADINGS: All section headings contained in this Agreement are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below.

Executed by the City on _____(Date).

Executed by the Commission on_____(Date).

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION

By: _____

Title: _____

ATTEST:

_____
Secretary to the Commission

APPROVED AS TO FORM:

_____
Commission Counsel

CITY OF SPRINGFIELD

By: _____

Title: _____

ATTEST:

By: _____

Title: _____

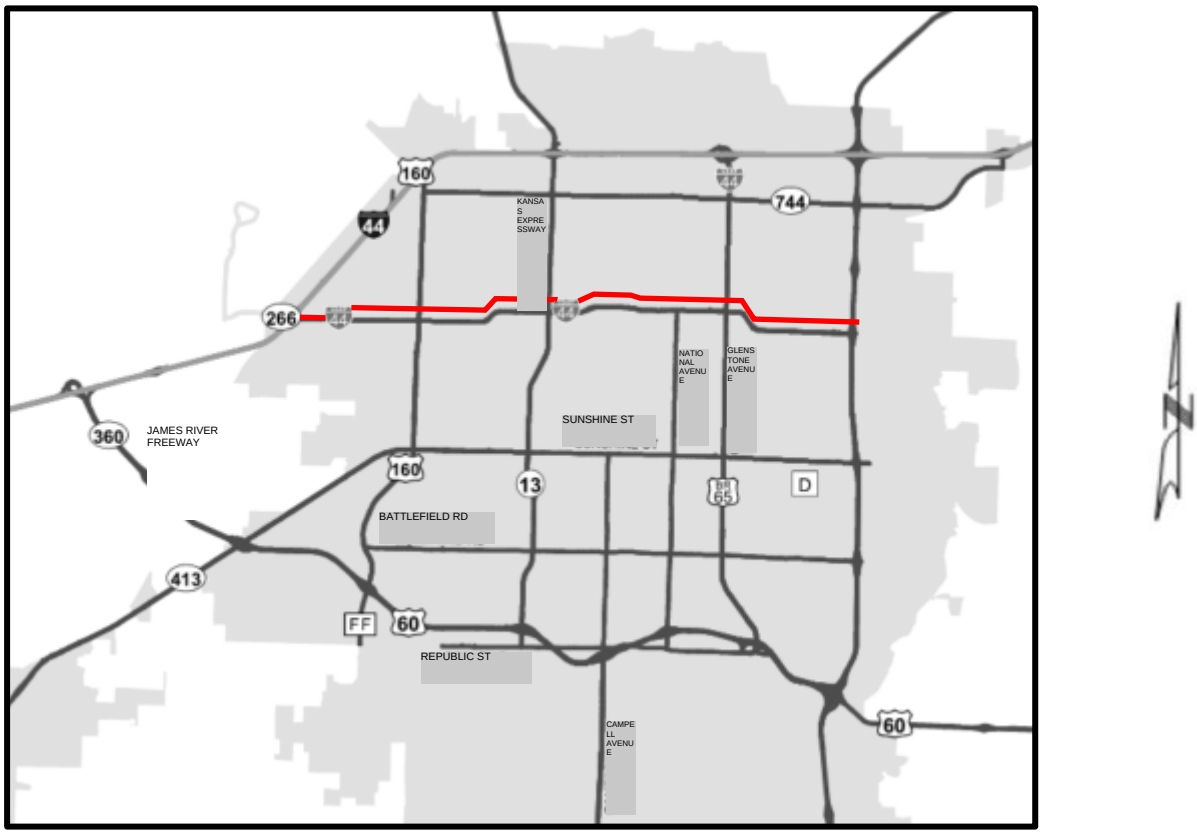
APPROVED AS TO FORM:

By: _____

Title: _____

Ordinance Number_____

EXHIBIT 2



PROJECT LIMITS

Job No.: J8P3144, J8S3171, J8S3166, J8S3167, J8S3224

County: Greene

Route: Loop 44 and Business 65

EXPLANATION TO COUNCIL BILL 2024-117 (CARROLL)

FILED: 06/12/2024

ORIGINATING DEPARTMENT: Public Works

TITLE: A special ordinance authorizing the City Manager, or designee, to enter into a Municipal Agreement with the Missouri Highways and Transportation Commission to define construction and maintenance responsibilities associated with the Route EE, Loop 44, US 160, OR 65 and Route YY improvements to pedestrian facilities.

PURPOSE: Authorizing the City Manager, or designee, to enter into a Municipal Agreement with the Missouri Highways and Transportation Commission, to define construction and maintenance responsibilities associated with the Route EE, Loop 44, US 160, OR65 and Route YY improvements.

BACKGROUND INFORMATION: This Municipal Agreement ("Exhibit 1") allows the Missouri Highways and Transportation Commission ("MHTC") to upgrade the existing pedestrian facilities to comply with the ADA Transition Plan on Division Street, Chestnut Expressway, West Bypass, Campbell Avenue, Ingram Mill Road, and Eastgate Avenue located within the City of Springfield. This agreement allows the MHTC to complete improvements for the ADA upgrades within the City-owned right of way and describes that maintenance of improvements within City-owned right of way will be performed by the City and maintenance of improvements within Commission owned right of way will be performed by the Commission. There is no cost to the City identified in this agreement.

Supports the following City Council Priorities:

- Public Safety
- Quality of Place
- Fiscal Sustainability and Accountability

REMARKS: Public Works recommends approval of this Council bill.

Submitted By: Martin Gugel, Assistant Director of Public Works

Authorized for inclusion on the agenda pursuant to City Code section 2-33:

Attachments:
1. MoDOT ADA Improvements_ord
2. MoDOT ADA Improvements_exh1
3. MoDOT ADA Improvements Map_exh2

One-rdg. _____
P. Hrngs. _____
Pgs. 14
Filed: 06-04-24

Sponsored by: Carroll

First Reading: _____ Second Reading: _____

COUNCIL BILL 2024-117 SPECIAL ORDINANCE _____

AN ORDINANCE

AUTHORIZING the City Manager, or designee, to enter into a Municipal Agreement with the Missouri Highways and Transportation Commission to define construction and maintenance responsibilities associated with the Route EE, Loop 44, US 160, OR 65 and Route YY improvements to pedestrian facilities.

_____

WHEREAS, the City and the Missouri Highways and Transportation Commission ("MHTC") desire to coordinate the construction and maintenance of improvements to existing pedestrian facilities to comply with the Americans with Disability Act ("ADA") Transition Plan along Division Street, Chestnut Expressway, West Bypass, Campbell Avenue, Ingram Mill Road, and Eastgate Avenue located within the City of Springfield; and

WHEREAS, the City wishes to grant the right to use City right-of-way as necessary to perform these improvements; and

WHEREAS, MHTC is responsible for design, construction, inspection, and funding of these improvements, and the City is responsible for maintenance of improvements within City-owned right of way.

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

Section 1 – City Council hereby authorizes the City Manager, or designee, to enter into a Municipal Agreement with the Missouri Highways and Transportation Commission, said agreement to be substantially in the form and content as that document attached hereto and incorporated herein by reference as "Exhibit 1."

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

Passed at meeting: _____

_____
Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: _____, Assistant City Attorney

Approved for Council action: _____, City Manager

Exhibit 1

CCO Form: DE11
Approved: 04/93 (CEH)
Revised: 12/21 (BDG)
Modified:

Municipal Agreement
Route: RTEE, LP44, US160, OR65, RTYY
County: Greene
Job No.: J8P3192

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
MUNICIPAL AGREEMENT

THIS AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission") and the City of Springfield, Missouri, a municipal corporation (hereinafter, "City").

WITNESSETH:

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations contained herein, the parties agree as follows:

(1) IMPROVEMENT DESIGNATION: The public improvement designated as Route EE, Loop 44, US 160, OR65 and Route YY, Greene County, Job No. J8P3192 shall consist of upgrading the existing pedestrian facilities to comply with the ADA Transition Plan.

(2) IMPROVEMENT WITHIN CITY: The improvement within the City is located as follows:

Route EE (Division Street): Beginning at Station 358+00, a point approximately 150' west of the intersection of Division Street and Alliance Avenue, run in a generally easterly direction along Division Street to Station 361+00. Length of improvement within city is 300 feet.

Route EE (Division Street): Beginning at Station 370+75, a point approximately 20' west of the intersection of Division Street and Dawn Avenue, run in a generally easterly direction along Division Street to Station 380+00. Length of improvement within city is 925 feet.

Loop 44 (Chestnut Expressway): Beginning at Station 675+00, a point approximately 155' west of the intersection of Chestnut Expressway and Broadview Place, run in a generally easterly direction along Chestnut Expressway to Station 198+00, a point approximately 400' east of the intersection of Chestnut Expressway and Delaware Avenue. Length of improvement within city is 6.6 miles.

US160 (West Bypass): Beginning at Station 25+50, a point approximately 125' north of the intersection of West Bypass and Mt. Vernon Street, run in a generally southerly direction along West Bypass to Station 28+00. Length of improvement within city is 250 feet.

US160 (West Bypass): Beginning at Station 95+50, a point approximately 110' northwest of the intersection of West Bypass and Battlefield Road, run in a generally southeasterly direction along West Bypass to station 97+50. Length of improvement within city is 200 feet.

US160 (Campbell Avenue): Beginning at Station 163+00, a point approximately 435' north of the intersection of Campbell Avenue and James River Freeway, run in a generally southerly direction along Campbell Avenue to station 241+50, a point approximately 115' south of the intersection of Campbell Avenue and Plainview Road. Length of improvement within city is 1.5 miles.

OR65 (Ingram Mill Road): Beginning at Station 33+00, a point approximately 515' southeast of the intersection of Catalpa Street and Ingram Mill Road, run in a generally southerly direction along Ingram Mill Road to station 36+00. Length of improvement within city is 300 feet.

OR65 (Eastgate Avenue): Beginning at Station 125+50, a point approximately 275' north of the intersection of Eastgate Avenue and East Cooper Boulevard, run in a generally northerly direction along Eastgate Avenue to station 136+00. Length of improvement within city is 1,050 feet.

Route YY (Division Street): Beginning at Station 75+00, a point approximately 80' west of the intersection of Division Street and Marlowe Avenue, run in a generally easterly direction along Division Street to station 81+25. Length of improvement within city is 625 feet.

(3) EXTENT OF AGREEMENT: This Agreement shall apply only to the portion of the improvement lying within the city limits as they exist on the date this Agreement is executed by the City.

(4) LOCATION: The general location of the public improvement is shown on an attached sketch marked "Exhibit A" and made a part of this Agreement. The detailed location of the improvement is shown on the plans prepared by the Commission for the above-designated route and project.

(5) PURPOSE: It is the intent of this Agreement to outline the parties' responsibilities with respect to the construction and maintenance of those improvements to the State Highway System located within the City limits described in paragraphs (1) and (2) above and designated as Commission Job No. J8P3192.

(6) RIGHT-OF-WAY USE: The City grants the right to use the right-of-way of public roads, streets, alleys and any other property owned by the City as necessary for construction and maintenance of said public improvement.

(7) CLOSE AND VACATE: The City shall temporarily close and vacate all streets or roads, or parts thereof, which may be necessary to permit the construction of

the project in accordance with the detailed plans.

(8) RIGHT-OF-WAY ACQUISITION: Upon approval of all agreements, plans and specifications by the Commission and the Federal Highway Administration (FHWA), the Commission will file copies of the plans with the city clerk of the City and the county clerk of the county and proceed to acquire at its expense, at no cost or expense to the City, any necessary right-of-way required for the construction of the improvement.

(9) UTILITY RELOCATION:

(A) The Commission and the City shall cooperate to secure the temporary or permanent removal, relocation, or adjustment of public utilities or private lines, poles, wires, conduits, and pipes located on the right-of-way of existing public ways as necessary for construction of the improvement and the cost shall be borne by such public utilities or the owners of the facilities except where the City is by existing franchise or agreement obligated to pay all or a portion of such cost, in which case the City will pay its obligated portion of the cost.

(B) The Commission shall secure the removal, relocation, or adjustment of any public or private utilities located upon private easements and shall pay any costs incurred therein.

(C) It is understood and agreed by the parties to this Agreement that no city-owned utility facilities will require relocation or adjustment in connection with this improvement, but that should utility facilities be discovered at any time during development or construction of this improvement, relocation or adjustment of the same will be done and performed under a supplemental agreement covering the subject, and in accordance with Commission policy then in effect on division of costs for adjustment of utility facilities.

(D) In cases of public utilities owned by the City which must be moved, adjusted, or altered to accommodate construction of this improvement, and such city-owned utilities, poles, wires, conduits, and pipes are located within the present city limits and located on an existing city street, not state highway right-of-way, but being taken over by the Commission as a part of its highway right-of-way, the City will perform the necessary removal, adjustment, alterations and relocation, and the Commission will reimburse the City except as otherwise provided. The City shall perform the removal, adjustment, alterations and relocation in accordance with the detail plans, estimates of costs and bills of materials prepared by the City in accordance with Federal Aid Policy Guide, Title 23 CFR Subchapter G, Part 645, Subpart A (FAPG 23 CFR 645A), dated December 9, 1991 and any revision of it, and approved by the Commission's District Engineer, and shall perform all work and keep the records of the costs in accordance with FAPG 23 CFR 645A and its revisions. Upon the completion of any such work and on receipt by the Commission of the original and four copies of a bill for the actual costs incurred by the City in making any such removal, adjustment, alteration and relocation, the Commission shall reimburse the City for the actual cost necessitated by construction

of this public improvement. The Commission's obligation toward the cost of any such removal, adjustment, alteration and relocation shall extend only to those costs incurred in accordance with FAPG 23 CFR 645A and its revisions.

(E) Should it be necessary to alter, relocate or adjust any city-owned utility facilities outside the present city limits on public right-of-way or on state highway right-of-way within or outside the city limits or within the right-of-way of a public way other than a city street or alley, the alteration, relocation, or adjustment shall be made by the City at its cost.

(F) The City agrees that any installation, removal, relocation, maintenance, or repair of public or private utilities involving work within highway right-of-way included in this project shall be done only in accordance with the general rules and regulations of the Commission and after a permit for the particular work has been obtained from the Commission's District Engineer or his authorized representative. Similarly, the City will allow no work on the highway right-of-way involving excavation or alteration in any manner of the highway as constructed, including but not limited to driveway connections, except in accordance with the rules and regulations of the Commission and only after a permit for the specific work has been obtained from the Commission's District Engineer or his authorized representative. The City shall take whatever actions that are necessary to assure compliance with this Subsection.

(10) LIGHTING: The Commission will, at its cost and expense, install, operate, and maintain basic highway intersection or interchange lighting at warranted locations on the improvement. The construction, installation, and maintenance of any other or further lighting system on the public improvement covered by this Agreement shall be only in accordance with the Commission's policy on highway lighting in effect, and to the extent deemed warranted by the Commission, at the time of any such installation. No lighting system shall be installed or maintained by the City on the improvement without approval of the Commission.

(11) TRAFFIC CONTROL DEVICES: The installation, operation and maintenance of all traffic signals, pavement markings, signs, and devices on the improvement, including those between the highway and intersecting streets shall be under the exclusive jurisdiction and at the cost of the Commission. The City shall not install, operate, or maintain any traffic signals, signs or other traffic control devices on the highway or on streets and highways at any point where they intersect this highway without approval of the Commission.

(12) DRAINAGE: The Commission will construct drainage facilities along the improvement and may use any existing storm and surface water drainage facilities now in existence in the area. The City shall be responsible for receiving and disposing of storm and surface water discharged from those drainage facilities which the Commission constructs within the limits of highway right-of-way to the extent of the City's authority and control of the storm sewer facilities or natural drainage involved.

(13) PERMITS: The Commission shall secure any necessary approvals or permits from the Surface Transportation Board, the Public Service Commission of Missouri, or any other state or federal regulating authority required to permit the construction and maintenance of the highway.

(14) COMMENCEMENT OF WORK: After acquisition of the necessary right-of-way, the Commission shall construct the highway in accordance with final detailed plans approved by the Federal Highway Administration (or as they may be changed from time to time by the Commission with the approval of the FHWA) at such time as federal and state funds are allocated to the public improvement in an amount sufficient to pay for the federal and state government's proportionate share of construction and right-of-way costs. The obligation of the Commission toward the actual construction of the public improvement shall be dependent upon the completion of plans in time to obligate federal funds for such construction, upon approval of the plans by the FHWA, upon the award by the Commission of the contract for the construction, and upon the approval of the award by the FHWA.

(15) MAINTENANCE:

(A) Except as provided in this Agreement, upon completion of the improvement, the Commission will maintain all portions of the improvement within the Commission owned right-of-way,. The Commission will remove snow from the traveled portion of the highway using a snowplow or chemical means. Maintenance by the Commission shall NOT include maintenance or repair of water supply lines, sanitary or storm sewers (except those storm sewers constructed by the Commission to drain the highway), or city-owned utilities within the right-of-way.

(16) ACCEPTED WITHIN HIGHWAY SYSTEM: Effective upon execution of this Agreement, the Commission temporarily accepts the portion of the City street system described in this Agreement as part of the State Highway System for the purposes of this project. However, during the construction period contemplated in this Agreement:

(A) The Commission will assume no police or traffic control functions not obligatory upon Commission immediately prior to the execution of this Agreement, and

(B) The City shall perform or cause to be performed normal maintenance on the project site.

(C) Effective upon completion of construction, the Commission shall transfer ownership to the City, and the City will accept, the portions of the City street system that are replaced by this improvement.

(17) POLICE POWERS: It is the intent of the parties to this Agreement that the City shall retain its police powers with respect to the regulation of traffic upon the improvement contemplated. However, the City will enact, keep in force, and enforce only such ordinances relating to traffic movement and parking restrictions as may be approved

by the Commission and as are not in conflict with any regulations for federal aid. The Commission shall not arbitrarily withhold approval of reasonable traffic regulations, signs, and markings which will permit the movement of traffic in accordance with accepted traffic regulation practices.

(18) RESTRICTION OF PARKING: Since the improvement is being designed and constructed to accommodate a maximum amount of traffic with a minimum amount of right-of-way, the City shall take whatever actions that are necessary to prevent parking upon the highway or any part of the area of the highway right-of-way within the limits of the improvement.

(19) OUTDOOR ADVERTISING: No billboards or other advertising signs or devices or vending or sale of merchandise will be permitted within the right-of-way limits of the project and the City shall take whatever actions that are necessary to enforce this Section.

(20) WITHHOLDING OF FUNDS: In the event that the City fails, neglects, or refuses to enact, keep in force or enforce ordinances specified or enacts ordinances contrary to the provisions in this Agreement, or in any other manner fails, neglects or refuses to perform any of the obligations assumed by it under this Agreement, the Commission may, after serving written request upon the City for compliance and the City's failure to comply, withhold the expenditure of further funds for maintenance, improvement, construction, or reconstruction of the state highway system in the City.

(21) FEDERAL HIGHWAY ADMINISTRATION: This Agreement is entered into subject to approval by the Federal Highway Administration and is further subject to the availability of federal and state funds for this construction.

(22) INDEMNIFICATION:

(A) To the extent allowed or imposed by law, the City shall defend, indemnify and hold harmless the Commission, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the City's wrongful or negligent performance of its obligations under this Agreement.

(B) The City will require any contractor procured by the City to work under this Agreement:

(1) To obtain a no cost permit from the Commission's District Engineer prior to working on the Commission's right-of-way, which shall be signed by an authorized contractor representative (a permit from the Commission's District Engineer will not be required for work outside of the Commission's right-of-way); and

(2) To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance

in Missouri, and to name the Commission, and the Missouri Department of Transportation and its employees, as additional named insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities ($500,000 per claimant and $3,500,000 per occurrence) as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to Section 537.610, RSMo.

(C) In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or law.

(23) AMENDMENTS: Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment approved and signed by representatives of the City and Commission, respectively, each of whom being duly authorized to execute the contract amendment on behalf of the City and Commission, respectively.

(24) COMMISSION REPRESENTATIVE: The Commission's Southwest District Engineer is designated as the Commission's representative for the purpose of administering the provisions of this Agreement. The Commission's representative may designate by written notice other persons having the authority to act on behalf of the Commission in furtherance of the performance of this Agreement.

(25) CITY REPRESENTATIVE: The City's City Manager is designated as the City's representative for the purpose of administering the provisions of this Agreement. The City's representative may designate by written notice other persons having the authority to act on behalf of the City in furtherance of the performance of this Agreement.

(26) NOTICES: Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be deemed given three (3) days after delivery by United States mail, regular mail postage prepaid, or upon receipt by personal or facsimile delivery, addressed as follows:

(A) To the City:
Jason Gage, City Manager
840 Boonville Avenue
4th Floor
Springfield, Missouri 65802
417-864-1006

(B) To the Commission:
Stacy Reese, District Engineer
Missouri Department of Transportation - Southwest District
3025 East Kearney Street

Springfield, Missouri 65803
417-895-7610

or to such other place as the parties may designate in accordance with this Agreement. To be valid, facsimile delivery shall be followed by delivery of the original document, or a clear and legible copy thereof, within three (3) business days of the date of facsimile transmission of that document.

(27) ASSIGNMENT: The City shall not assign, transfer or delegate any interest in this Agreement without the prior written consent of the Commission.

(28) LAW OF MISSOURI TO GOVERN: This Agreement shall be construed according to the laws of the State of Missouri. The City shall comply with all local, state and federal laws and regulations relating to the performance of the contract.

(29) VENUE: It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

(30) SOLE BENEFICIARY: This Agreement is made for the sole benefit of the parties hereto and nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Commission and the City.

(31) AUTHORITY TO EXECUTE: The signers of this Agreement warrant that they are acting officially and properly on behalf of their respective institutions and have been duly authorized, directed and empowered to execute this Agreement.

(32) SECTION HEADINGS: All section headings contained in this Agreement are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below.

Executed by the City on _____(Date).

Executed by the Commission on_____(Date).

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION

By: _____

Title: _____

ATTEST:

_____
Secretary to the Commission

APPROVED AS TO FORM:

_____
Commission Counsel

CITY OF SPRINGFIELD

By: _____

Title: _____

ATTEST:

By: _____

Title: _____

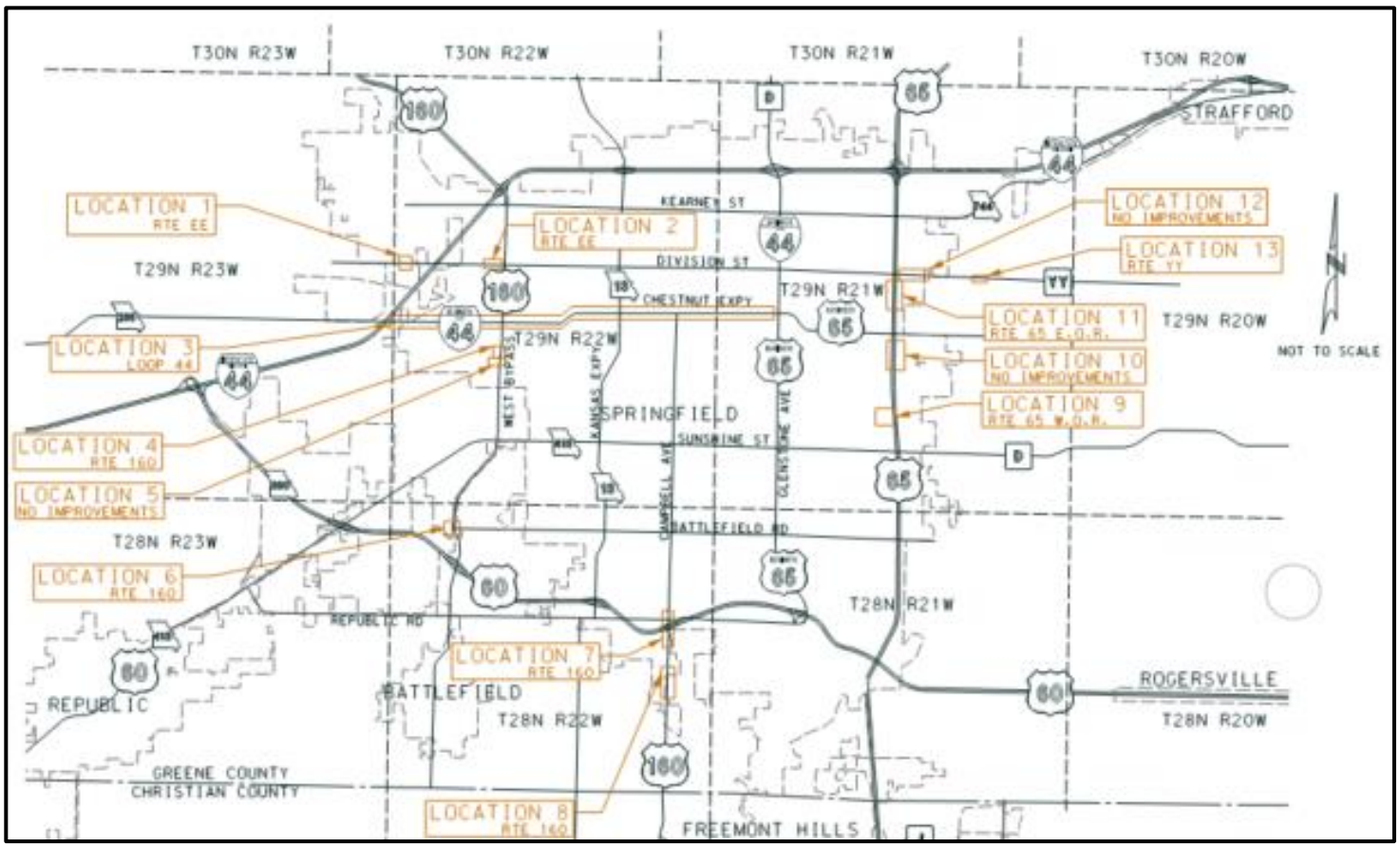
APPROVED AS TO FORM:

By: _____

Title: _____

Ordinance Number_____

EXHIBIT 2



Job No.: J8P3192

County: Greene

Routes: EE, Loop 44, US160, OR65, YY