



CITY COUNCIL PACKET

MONDAY, MAY 18, 2009

Prepared By:
Franklin Peterson, City Manager
Kris Vogel, Clerk
Donna Carnell, Deputy Clerk



**CITY COUNCIL
REGULAR MEETING OF
MONDAY, MAY 18, 2009, 7:30 P.M.
AGENDA**

- I. CALL TO ORDER
- II. PLEDGE OF ALLEGIANCE
- III. ROLL CALL: Mayor Anderson, Council Members Agne, Burdett, Eib, Good, Hinton, and Whitfield.
- IV. APPROVAL OF MINUTES
 - A. Regular Meeting of May 4, 2009
- V. REPORTS
 - A. Building Department – April (*D. Carnell*)
 - B. Public Works Department – April (*T. Matson*)
 - C. Public Safety Department – April (*R. Coles*)
 - D. City Manager – *Franklin Peterson*
 - 1. Adopt – Ordinance to Prohibit Blight (**ord. #01-09**)
 - 2. Accept – 5-Year Audit Contract (**res. #11-09**)
 - 3. Accept – POLC Union Contract (**res. #12-09**)
 - 4. Approve – FY 08/09 Budget Amendments (**res. #13-09**)
 - 5. Bills In Line
- VI. COUNCIL COMMENTS
- VII. CITIZEN COMMENTS
- VIII. ADJOURNMENT

NEXT MEETING: **Monday, June 1, 2009**
NEXT RESOLUTION: **14-09**
NEXT PROCLAMATION: **07-09**
NEXT ORDINANCE: **02-09**

**MINUTES OF THE REGULAR MEETING OF
THE COUNCIL OF THE CITY OF SPRINGFIELD
MAY 4, 2009**

I. CALL TO ORDER

Mayor Anderson called the regular meeting of the Council of the City of Springfield to order at 7:30 p.m.

II. PLEDGE OF ALLEGIANCE

Mayor Anderson led the pledge of allegiance.

III. ROLL CALL

Present: Mayor Anderson Council Members Agne, Burdett, Good, Hinton, and Whitfield.

Absent: Council Member Eib.

Also Present: Frank Peterson – City Manager, Kris Vogel – City Clerk, Tom Matson – Department of Public Works Director, Rob Coles – Director of Public Safety and Jeannine Turner – Finance Director.

It was moved by Council Member Hinton, seconded by Council Member Whitfield and unanimous to excuse Council Member Eib from the regular meeting of May 4, 2009.

IV. APPROVAL OF MINUTES

It was moved by Hinton, seconded by Good and unanimous that the minutes of the April, 20, 2009, regular meeting be approved subject to additions and corrections.

V. REPORTS

A. City Manager – *Franklin Peterson*

1. Introduce- Ordinance to Prohibit Blight

City Manager Peterson stated this ordinance is being introduced for blight control within the City and a complete copy of the ordinance is available on the City's website.

Ordinance #01-09

It was moved by Agne and seconded by Whitfield that the following ordinance be introduced by title only:

AN ORDINANCE TO DEFINE AND PROHIBIT BLIGHT AND TO PROVIDE PENALTIES FOR VIOLATIONS.

All ayes. Ordinance introduced.

2. Bills In Line

It was moved by Good, seconded by Burdett and unanimously approved that the checks be drawn from the various accounts and the bills be paid.

VI. COUNCIL COMMENTS

Council Member Whitfield indicated that about a month ago a family member became very ill at his home and the Springfield Public Safety Officers were a great help. Council Member Whitfield stated the officers are an extremely capable group and thanked them for their assistance.

City Clerk Vogel thanked the following businesses for their donations to the annual Easter Egg Hunt: Custom Connections Motorsport, Battle Creek Area Federal Credit Union, Custer Party Store, McClaine's Towing, and Sunshine Toyota. These funds went directly to purchase door prizes for the event. In addition, City Clerk Vogel thanked the following volunteers: Council Members Hinton and Whitfield, along with Ted Anderson.

City Clerk Vogel noted there is an election tomorrow and the polls are open from 7:00 a.m. – 8:00 p.m. All electors will be voting at City Hall for this election. There will be a note hanging at the Math & Science Center directing voters to go to City Hall.

City Clerk Vogel stated the Farmers Market is now open for the season on Wednesday from 2:00 – 6:00 p.m. and Saturdays from 8:00 a.m. – 1:00 p.m. In addition, there will be a Mom-2-Mom sale this weekend from 9:00 a.m. – 12:00 p.m.

City Manager Peterson stated this past weekend we held our first annual chili cook-off at the Farmers Market and thanked Dee and Dora DeMaso, along with Zach Morales, Debbie and Melissa Matson for their assistance with the event. City Manager Peterson also thanked the judges for the event—State Representative Kate Segal, City of Battle Creek Mayor Mark Behnke, Roy LaFountain from Cumulus Broadcasting, and Lee Newport Farmers Market vendor. The winning chili was prepared by Tom Pruitt, and the second place chili was prepared by Donna Carnell.

VII. CITIZENS COMMENTS

Mr. Keith Slack, 7 S. New Moon expressed his concern with local public officials.

VIII. ADJOURNMENT

The meeting was adjourned at 7:52 p.m.

Kris Vogel, MMC
City Clerk

Susan L. Anderson, Mayor

Building Report

April 2009

Building Permits

4/15/2009	290 N. 30th St	Sign	\$ 115.00
4/16/2009	400 N. 24th St	Adding overhead door to structure	\$ 230.00
4/20/2009	1098 Avenue A	16' X 16' deck	\$ 155.00
Total Building Permits			\$ 500.00

Mechanical Permits

4/2/2009	601 Avenue A	Piping and Exhaust	\$ -
4/16/2009	324 Catera Ct	New Home	\$ 150.00
Total Mechanical Permits			\$ 150.00

Plumbing Permits

4/24/2009	427 N. 32nd St	Water Service	\$ 80.00
Total Plumbing Permits			\$ 80.00

Zoning Permits

4/9/2009	857 W. Michigan Ave	Fence	\$ 40.00
4/20/2009	11 Castle Dr	Re-shingle	\$ 40.00
Total Zoning Permits			\$ 80.00

Monthly Permit Total **\$ 810.00**

Informational:

The home at 324 Catera Court has reached its rough-in stage and they are starting the final stages to get the home into move-in condition.

Many of the dangerous homes from this past winter have complied with Hearing Officer Tucks' decisions and the homes are either in the process of being repaired or have been demolished.

We are expecting permits for the Orchard Hills subdivision to start coming in soon. At this time they have offers on three additional lots.

DPW MONTHLY REPORT / APRIL 2009

*Prepared for
CITY MANAGER / CITY COUNCIL*

*by
TOM MATSON, PW DIRECTOR*

MAY 14, 2009

Labor Breakdown

	Labor Hours	%
Major Street		
Routine Maintenance	76	7
Traffic Service Maintenance	12	1
Winter Maintenance	17	2
Local Street		
Routine Maintenance	144	14
Traffic Service Maintenance	27	3
Winter Maintenance	17	2
Vehicle Equipment Maintenance	67	6
Cemetery & Parks	171	17
Sewer	90	9
Water	94	9
City Hall and Grounds (misc.)	111	11
Cleaning City Hall	15	2
Misc. (Labor, Sick leave, Personal, Vacation, Holiday)	142	14

How often do you see that many hours in parks and also winter maintenance? It was a crazy month but it seemed like we got a lot done. Harmonia Rd. is coming along with an August bid date in site. I am working on an 80%-20% grant to purchase a new street / catch basin cleaner.

SPRINGFIELD DEPARTMENT OF PUBLIC SAFETY
MONTHLY ACTIVITY REPORT

APRIL 2009

FILE CLASS	INCIDENT	ACTIVITY	YR-DATE	YR-Date 08
900	Homicide	0	0	0
1000	Kidnap	0	0	0
1100	Criminal Sex Conduct	1	5	10
1200	Robbery	0	0	2
1300	Assault	18	53	45
2000	Arson	0	0	0
2200	Burglary	1	15	21
2300	Larceny	15	46	56
2400	Auto Theft	0	3	2
2900	Malicious Destruction	7	14	27
5000	Arrests	76	344	340
5400-2	O.U.I.L.	4	26	17
9400-2	False Alarms	21	63	68
9300-1	Crashes	11	55	41
9500	Misc. Fire	0	0	0
	Structure Fire	0	1	6
	Car Fire	0	1	1
	Hazards/Spills	0	0	0
9500-5	Medicals	29	135	172
9000	Skipped Number	11	33	39
Total Calls For Service		377	1359	1566
	Fire Loss	0	\$24,000	\$1,000

SPRINGFIELD DEPARTMENT OF PUBLIC SAFETY
MONTHLY ACTIVITY REPORT

APRIL 2009

OVERTIME			
Cause	Hours	Other Time	Hours
Cases	47	Sick	48
Staffing	306	Vacation	90
Court	45	Comp Earned	56
Staff Work	23.5	Comp Used	0
Training	52	PT Firefighter Hours	36
Total	473.5		

INFORMATION

PSO Guy Picketts marked his 10th anniversary with the Department.

K-9 Officer Turbo completed his 1st year in service as a certified K-9. His 1st annual report is included.

Memorandum

To: Chief Coles
CC: Sgt. Johnson/ Sgt. Ling
From: PSO Picketts
Date: 5/14/2009
Re: K9 Turbo 1 year service numbers

Chief I want to give you an estimate on my numbers with Turbo for one year of service (Apr.2008-Apr 2009). I hope to increase these numbers this year and each year after. I appreciate the support for the K9 program that you have provided.

VPHC Searches= 45 total searches (29 cars, 14 apts/ houses, 1 airplane)

Marijuana finds= 31

Crack/ Cocaine finds= 8

Meth finds= 2

Ecstasy finds= 2

Vehicle seizures/ forfeitures= 5

Handguns= 9 located on searches or with drugs

Currency= \$71,000+ seized (\$24,000 ADPS, \$28,000 MSP, \$14,750 CCSD)

Numerous paraphernalia and prescription pill finds

Assists to outside agencies= 8 (5 CCSD, 2 MSP, 1 ADPS)

TRACKS/ AREA Searches= 17 calls for service

8 suspects caught on tracking = 1 domestic suspect, 6 B&E suspects (4 Beller's, 2 Caudill's) 1 OWI Hit and run.

3 suspects caught on area searches = 2 B&E Caudill's, 1 Larceny/ warrant suspect

1 area search of 10-15 acres for a poacher/ trespasser for ANG base

BUILDING SEARCHES= 5 calls for service

No suspects located

SCHOOL SEARCHS= 5 calls for service

2 Springfield Middle School

2 Harper Creek High

1 Pennfield High

OFFICER SAFETY= K9 Turbo assisted several times for officer safety on walk throughs of apartment complexes, large fights in Battle Creek when officers were severly out numbered, and on felony warrant pick ups in case suspect would flee.

MISSED K9 CALLS FOR SERVICE= PSO Picketts and K9 Turbo were not available for three calls for service from Apr 2008-Apr 2009 (1 in court, 2 out of town/ training).



Manager's Report

May 18, 2009

Public Hearings:

BC Shopper Problem

The Battle Creek Shopper failed to run our public hearing notices today. So, we had to remove all budget-related approvals from the agenda. They will be on the June 1 agenda. The Shopper plans to issue an apology to the Council for the problem, and they are running the notices for free next week. This is the third consecutive week of advertising problems with the Shopper; Kris and I are certainly not impressed.

Action Items:

Adoption of Ordinance 01-09 (Ord. #01-09)

This ordinance has really been a long-time coming. Currently, we use the International Property Maintenance Code as our enforcement tool for property maintenance. Unfortunately, it is not really designed to deal with the types of nuisance complaints that we have been dealing with (especially building materials, trash, appliances, etc. in yards). This was prepared by John MacFarlane, and will give us better enforcement.

Acceptance of 5-Year Audit Proposal (Res #11-09)

We received three proposals for auditing services. After reviewing the proposals, conducting background checks, and speaking with the bidders, Jeannine and I have determined that Abraham and Gaffney provided the best overall value (price, experience, knowledge, etc.) The proposals were as follows:

Plante Moran, our current provider, proposed annual amounts of \$27,900, \$28,750, \$29,600, \$30,500, and \$31,450 over the five year period. The total five year cost would be \$148,200. Rehmann Robson proposed a three year contract with annual amounts equal to \$22,000, \$23,000, and \$24,500. Projected over five years, we feel their total cost would be approximately \$123,000. Abraham & Gaffney, PC proposed a five year contract, with annual amounts equal to \$16,800, \$17,300, \$17,800, \$18,300, and \$18,800; total five year cost would be \$89,000. The five year savings realized by moving from Plante Moran to Abraham & Gaffney, PC would be nearly \$60,000.

I recommend that the Council accept the Proposal of Abraham & Gaffney to act as the City's auditors beginning FY 08-09, and ending FY 2012-13.

If anyone would like to see the formal proposals or the background information on any of the companies, please contact Jeannine.

Approval of POLC Collective Bargaining Agreement (Res #12-09)

In your packets, you will find two items related to the POLC's CBA renewal. The first is a Letter of Understanding that allows us to staff three PSOs on all shifts, and only fill with overtime when staffing falls below two PSOs on Friday and Saturday evenings. The Second document is a tentative settlement



Manager's Report

May 18, 2009

agreement between the City and the POLC. These are the only items in the current contract that will be changed; all changes will be effective July 1, 2009. As of today, I have not received notice from Mike Kluck on any issues/problems with the language.

All of these items have been included in the FY 09-10 Budget, and all help us cut expenses and meet the POLC's desire to keep health insurance costs down and wages moving up to match increases in personal expenses and offset some of the lost overtime. I recommend approval of both documents.

Approval of FY 08-09 3rd Quarter Budget Amendments (Res #13-09)

We have some rather significant budget amendments for the 3rd Quarter, and we may have some others for the 4th Quarter. Revenue Sharing was obviously amended down, as was the planned amount for the sale of lots in Orchard Hills. The net effect is approximately \$84,000 less revenue than originally anticipated. Luckily, we have been able to reduce costs under the City Attorney, City Assessor, Public Safety Straight Time, and Public Safety Health Insurance. The net effect will still be a balanced budget, but we'll need to keep an eye on 4th Quarter revenues and expenditures.

Bills in line

I recommend the bills for approval.

Informational Items:

1. I would like to request that the second meeting in June be moved to the fourth Monday. This will allow us to have more accurate budget amendments prior to the end of the fiscal year. If there is consensus, I'll have Kris prepare public notice.
2. Councilman Whitfield is spearheading an effort to improve bus service in the Battle Creek Area (including Springfield). We met as a taskforce this week, and heard from speakers from MDOT and Kalamazoo County (who just approved a county-wide millage for transit expenses), and we talked with representative from the City of Battle Creek. We are going to meet again soon, and likely invite representatives from BCATS to learn about any funding available to survey the community about their transit needs. We will also meet with AMSA agencies to determine interest in funding any expanded services into their areas.
3. We are planning the 2009 Business Expo. The event will be June 17th from 3:30 to 6:00. This year should be more successful than last year, as we have made arrangements for Tamara Davis from the Michigan Small Business & Technology Development Center to attend and meet with business owners to discuss the services she can provide to help make your business even more successful (they provide counseling, training, and research services to help promote business startups, expansions, and innovation).
4. I am applying for \$550,000 in Stimulus funds to mill and overlay the entire Heights Neighborhood. The total project cost will likely be \$690,000, so we may have a combined



Manager's Report

May 18, 2009

\$140,000 match from the street funds, income tax, and the utility funds. This is not included in the budget, but it would certainly be in our best interests to take advantage of the matching funds.

5. I am also applying for \$777,000 in Stimulus funds to install the public improvements (parking, utilities, lighting, etc.) on our 4.5 acres behind the public safety building. If awarded, we would be responsible for \$194,000, as the total project cost will be about \$971,000. This City's portion would come from TIFA D Fund Balance, and the project, once completed (and fully developed) would be in a position to replenish the fund balance within five years. TIFA D currently has a fund balance of approximately \$500,000.

6. The new Public Safety staffing standards have gone into effect. A typical day will have three PSOs on duty. If there is an absence due to employee leave time, there may be only two PSOs on duty; at no time will there be less than two PSOs on duty. In addition, per Sergeants' discretion, OT may be used to keep staffing at 3 PSOs on Friday and Saturday evenings between the hours of 6p and 2a (up to six hours per day).

ORDINANCE NUMBER 1 OF 2009

AN ORDINANCE TO DEFINE AND PROHIBIT BLIGHT AND TO PROVIDE PENALTIES FOR VIOLATIONS.

THE CITY OF SPRINGFIELD ORDAINS:

SECTION 1. The Code of Ordinances, City of Springfield, Michigan, is hereby amended by adding Article V to Chapter 18 which Article reads as follows:

**Article V
Blight Nuisance**

SECTION 18-100. PURPOSE. The purpose of this Article is to limit and restrict the outdoor storage and unreasonable accumulation of garbage, rubbish or litter, junk, unused items, vehicle parts; to thereby avoid devaluation of property values and the psychological ill effect of the presence of such nuisances.

SECTION 18-101. DEFINITIONS.

(a) *Building Material* means, but shall not be limited to lumber, bricks, concrete or cinder blocks, plumber materials, electrical wiring or equipment, heating ducts or equipment, shingles, insulation, mortar, nails, screws, or any other materials used in construction, remodeling, repair, and demolition operations on houses, commercial or industrial buildings, or other structures.

(b) *Garbage* means the animal or vegetable waste resulting from the handling, preparation, cooking and consumption of food.

(c) *Junk* means parts of machinery or motor vehicles, unused appliances and furniture stored in the open, remnants of woods, metal or other material or cast-off material of any kind, whether or not the same could be put to any reasonable use.

(d) *Rubbish* means waste paper, metals, cardboard, glass, straw, barrels, rags, wood, rubber, leather, tin cans, tree branches, and yard trimmings.

(e) *Trash* means garbage, refuse or litter specifically including but not limited to containers once containing edible, drinkable or usable materials and discarded edible or drinkable items.

(f) *Wholly enclosed* means having four adjoining walls and a roof. In order to meet the definition of "wholly enclosed" any window or door opening in a wall shall be capable of being completely closed.

SECTION 18-102. BLIGHT NUISANCE. No person, firm or corporation shall maintain or permit to be maintained any of the following types of blight upon any property owned, rented, or occupied by such person, firm or corporation within the City of Springfield of Calhoun County.

(a) Outdoor storage or accumulation of junk, trash, rubbish or refuse of any kind unless kept in a closely covered can or other metal, plastic, or rubber container designed for such purposes and sufficient to protect against entry or access by rats, mice and other vermin, and removed within a period of not more than seven (7) days. Nonorganic junk or rubbish, such as machinery parts, appliances, etc., need not be so contained, but must be removed within a period of seven (7) days.

(b) Outdoor storage of building materials unless there is in force a valid building permit issued by the Springfield Building Department for construction upon said property and said materials are intended for use in connection with such construction or are part of the stock or trade of business located upon said property.

(c) Outdoor storage or accumulation of garbage of any kind, except domestic refuse originating on the premises and stored in a sanitary container until scheduled pick up.

(d) Any structure or part of a structure which because of fire, wind or other natural disaster or a physical deterioration is no longer habitable, unless said structure is kept securely locked, windows kept glazed or neatly boarded up and otherwise protected to prevent entrance thereto by vandals, animals or vermin.

SECTION 18-103. ENFORCEMENT. The owner, if said owner's address is known by the City, and the occupant of any property upon which any of the causes of blight or blighting factors set forth in Section 18-102 hereof is found to exist, shall be notified in writing by personal service or first class mail to remove or eliminate such causes of blight or blighting factors from such property within fourteen (14) days after service of the notice upon him. The date of mailing said be considered the date of service. If service of such notice cannot be had upon the owner or occupant, it shall be sufficient to post the notice in some conspicuous place on the premises. The notice shall contain a summary of the provisions of this Article. Failure to give such notice shall not, however, constitute a defense to any action to collect payment of the cost of abatement as provided in Section 18-105 of this Article.

Failure to comply with such notice within the time allowed by the owner and/or occupant shall constitute a violation of this Article.

SECTION 18-104. PENALTY. Any person who violates this ordinance is responsible for a municipal civil infraction, subject to payment of a civil fine of not less than \$50 or more than \$500, plus costs and other sanctions, for each infraction as provided in Section 1-56.

SECTION 18-105. ABATEMENT. If a blight nuisance condition as defined in Section 18-102 is not removed or corrected within fourteen (14) days after an admission or determination of responsibility, following the issuance of a civil infraction citation, the Springfield Code Official or other authorized representative of the City of Springfield, is hereby authorized and empowered to arrange and pay for the removal of or correcting such condition either by a Springfield Department of Public Works or by others, and shall bill the expense of such removal to the owner or person in control of such property. For the purpose of correcting the condition, Springfield Code Official, or authorized representative of the City of Springfield, is authorized and empowered to enter upon the premises of any public or private land within the City at reasonable times and under reasonable condition to accomplish the appropriate corrective action.

Any expense incurred by the City to correct the conditions governed by this Article remaining due and unpaid for a period of thirty (30) or more days after the Invoice is mailed to the person(s) responsible for correction of the condition shall constitute a lien upon the property. The portion of the Invoice remaining unpaid as of December 31 of the year of services rendered shall then be collected and treated in the same manner as provided for in property tax liens under the General Property Tax Act 1893 PA 206, as amended, being MCL 211.1 et seq.

SECTION 2. SEVERABILITY OF INVALID PROVISIONS. If any provision of this Ordinance shall be held invalid, its invalidity shall not affect any other provisions of this Ordinance that can be given effect without the invalid provision, and for this purpose the provisions of this Ordinance are hereby declared to be severable.

SECTION 3. EFFECTIVE DATE. This Ordinance shall take effect twenty-one (21) days from the date of its passage and shall be published in a newspaper of general circulation not later than seven (7) days from the date of adoption by the City of Springfield.

This Ordinance is hereby declared to have been passed and adopted by the City of Springfield, County of Calhoun, State of Michigan, at a regularly scheduled meeting thereof duly called and held on this _____ day of _____, 2009.

Susan L. Anderson, Mayor

ATTEST:

Kris Vogel, Clerk



May 18, 2009

R E S O L U T I O N

No. 11-09

RESOLVED BY THE COUNCIL OF THE CITY OF SPRINGFIELD to accept the 5-year proposal for audit services as submitted by Abraham & Gaffney, PC.

MOVED: _____

SECONDED: _____



May 18, 2009

R E S O L U T I O N

No. 12-09

RESOLVED BY THE COUNCIL OF THE CITY OF SPRINGFIELD to authorize the City Manager and Mayor to execute the attached collective bargaining agreement with the POLC Patrol Division of the City of Springfield Department of Public Safety; said agreement effective July 1, 2009, through June 30, 2014.

BE IT FURTHER RESOLVED to authorize the City Manager and Mayor to execute the attached Letter of Understanding.

MOVED: _____

SECONDED: _____



Budget Amendments - FY 2008/2009 - 3rd Quarter

prepared by Jeannine Turner, Finance Director

General Fund	ITEM	GL NUMBER	FROM	TO	REVENUE	EXPENSE
Revenue	State Shared Revenue-Constitutional	101-000-57400	349,000	343,000	(6,000)	
Revenue	State Shared Revenue-Statutory	101-000-57401	434,000	406,000	(28,000)	
Revenue	Sale of City Property	101-000-67300	75,000	9,000	(66,000)	
Revenue	MMRMA Distribution	101-000-69320	8,000	24,000	16,000	
Assessor	GIS Service - City of Battle Creek	101-209-80142	4,200	0		(4,200)
Attorney	Legal Fees	101-210-80105	10,000	5,000		(5,000)
Attorney	Labor Counsel	101-210-80106	10,000	3,000		(7,000)
Attorney	Arbitration Expense	101-210-80121	2,000	0		(2,000)
City Hall & Grounds	DPW Allocated Labor	101-265-71300	40,000	53,000		13,000
Public Safety	Medical Insurance	101-345-71600	238,500	152,700		(85,800)
Public Works	Workers Comp Settlement - A. Hall	101-441-80305	0	7,000		7,000
Net Change:					(84,000)	(84,000)

Major Street	ITEM	GL NUMBER	FROM	TO	REVENUE	EXPENSE
Revenue	State Shared Revenue-Act 51	202-000-57903	290,000	274,000	(16,000)	
Revenue	State Reimb-Trunkline Maint	202-000-67603	0	25,000	25,000	
Traffic Service Maint	GIS Service-City of Battle Creek	202-474-80142	4,200	0		(4,200)
Winter Maintenance	DPW Labor	202-478-71300	9,600	18,200		8,600
Winter Maintenance	Snow Removal Material	202-478-77580	17,000	18,000		1,000
Winter Maintenance	Equipment Rental-Veh Fund	202-478-94010	17,500	27,500		10,000
Net Change:					9,000	15,400

Budget Amendments - FY 2008/2009 - 3rd Quarter

prepared by Jeannine Turner, Finance Director

Local Street	ITEM	GL NUMBER	FROM	TO	REVENUE	EXPENSE
Local Street	State Shared Revenue-Act 51	203-000-57903	102,000	97,000	(5,000)	
Local Street	Special Assessment Revenue	203-000-67201	32,000	37,000	5,000	
Local Street	Winter Maint-Equip Rental Veh Fund	203-478-94010	16,000	23,500		7,500
Local Street	Trans to 1991 S/A Debt	203-945-96534	23,100	0		(23,100)
Local Street	Trans to 1995 Street Debt	203-945-96537	49,000	23,100		(25,900)
Local Street	Trans to 2006 Street Debt	203-945-96540	0	49,000		49,000
Net Change:					0	7,500

EDC Fund	ITEM	GL NUMBER	FROM	TO	REVENUE	EXPENSE
Revenue	CDBG Grant-Wireless Project	238-000-53000	0	750,000	750,000	
Grant Project	Wireless Internet Access	238-729-80518	0	750,000		750,000
Net Change:					750,000	750,000

Resolution #: 13-09

Adopted: _____



May 18, 2009

R E S O L U T I O N

No. 13-09

RESOLVED BY THE COUNCIL OF THE CITY OF SPRINGFIELD to amend the FY 08/09

Third Quarter Budget as submitted and attached.

MOVED: _____

SECONDED: _____

INVOICE DISTRIBUTION REPORT FOR INVOICES PAID 05/03/09 THRU 05/16/09

GL Number	Inv. Line Desc	Vendor	Amount
Fund 101 GENERAL FUND			
Dept 000			
101-000-079.03	DUE FR FED GOV - COBRA REIMB	MERS PREMIER HEALTH	1,866.51
101-000-231.09	DUE TO MERS-EMPLOYER CONTRIBUTION	MUNICIPAL EMPLOYEES RETIREMENT	10,787.47
101-000-231.10	DUE TO MERS-EMPLOYEE CONTRIBUTION	MUNICIPAL EMPLOYEES RETIREMENT	5,217.54
Total for Dept 000 :			17,871.52
Dept 101 CITY COUNCIL			
101-101-801.99	ACCESS VISION 60% SHARE	ACCESS VISION	315.10
101-101-956.00	MISCELLANEOUS EXPENSES	BC FLOWERS, LLC	60.00
Total for Dept 101 CITY COUNCIL:			375.10
Dept 172 CITY MANAGER			
101-172-860.91	MEALS	NATIONAL CITY VISA	10.00
101-172-860.91	MEALS	NATIONAL CITY VISA	66.78
101-172-860.91	MEALS	NATIONAL CITY VISA	20.02
101-172-860.91	MEALS	NATIONAL CITY VISA	9.93
Total for Dept 172 CITY MANAGER:			106.73
Dept 209 CITY ASSESSOR			
101-209-850.10	TELEPHONE	CLIMAX TELEPHONE COMPANY	31.64
Total for Dept 209 CITY ASSESSOR:			31.64
Dept 210 CITY ATTORNEY			
101-210-801.05	LEGAL FEES	MUMFORD SCHUBEL NORLANDER	117.00
Total for Dept 210 CITY ATTORNEY:			117.00
Dept 253 FINANCE/TREASURY			
101-253-718.00	MERS-EMPLOYER CONTRIBUTION	MUNICIPAL EMPLOYEES RETIREMENT	(0.02)
101-253-727.10	PUBLICATIONS	OAKSTONE WELLNESS	279.65
101-253-727.10	PUBLICATIONS	OAKSTONE WELLNESS	141.75
101-253-727.50	DATA PROCESSING SUPPLIES	VENTURE TECHNOLOGIES INC	207.00
101-253-801.17	COMPUTER CONSULTANT/SUPPORT	BS&A SOFTWARE	865.00
101-253-801.17	COMPUTER CONSULTANT/SUPPORT	BS&A SOFTWARE	310.00
101-253-801.88	INTERNET ACCESS	CLIMAX TELEPHONE COMPANY	189.11
101-253-801.95	MEMBERSHIP & DUES	SAM'S CLUB-GECF	35.00
101-253-850.10	TELEPHONE	CLIMAX TELEPHONE COMPANY	69.28
101-253-956.00	MISCELLANEOUS EXPENSES	PETTY CASH	34.10
101-253-956.00	MISCELLANEOUS EXPENSES	PETTY CASH	9.90
101-253-956.00	MISCELLANEOUS EXPENSES	PETTY CASH	38.45
101-253-956.00	MISCELLANEOUS EXPENSES	SHRED-IT USA INC	187.73
101-253-956.00	MISCELLANEOUS EXPENSES	CULLIGAN	22.50
Total for Dept 253 FINANCE/TREASURY:			2,389.45
Dept 260 CITY CLERK			
101-260-727.00	OFFICE SUPPLIES	ALLEGRA PRINT & IMAGING	82.41
101-260-801.97	CONFERENCE COSTS	MARSHALL TOWNSHIP TREASURER	40.00
101-260-850.10	TELEPHONE	CLIMAX TELEPHONE COMPANY	224.24
101-260-900.10	ADVERTISING	BATTLE CREEK SHOPPER NEWS	816.46

INVOICE DISTRIBUTION REPORT FOR INVOICES PAID 05/03/09 THRU 05/16/09

GL Number	Inv. Line Desc	Vendor	Amount
101-260-900.10	ADVERTISING	PRINTING SYSTEMS	34.31
101-260-956.00	MISCELLANEOUS EXPENSES	SHRED-IT USA INC	23.47
Total for Dept 260 CITY CLERK:			1,220.89
Dept 265 CITY HALL & GROUNDS			
101-265-727.90	POSTAGE	LAKE MICHIGAN MAILERS INC	75.00
101-265-775.00	REPAIR & MAINT SUPPLIES	MENARDS-BATTLE CREEK	209.37
101-265-775.00	REPAIR & MAINT SUPPLIES	NATIONAL CITY VISA	10.59
101-265-930.05	BUILDING MAINTENANCE	BEST LAUNDRY SERVICE	46.45
Total for Dept 265 CITY HALL & GROUNDS:			341.41
Dept 345 PUBLIC SAFETY DEPT			
101-345-740.00	OPERATING SUPPLIES	NATIONAL CITY VISA	26.96
101-345-740.00	OPERATING SUPPLIES	ARISTOCHEM INC	297.83
101-345-740.00	OPERATING SUPPLIES	SAM'S CLUB-GECF	180.15
101-345-740.24	TURN-OUT GEAR	MOSES FIRE EQUIPMENT INC	549.66
101-345-740.24	TURN-OUT GEAR	MOSES FIRE EQUIPMENT INC	118.38
101-345-740.24	TURN-OUT GEAR	MOSES FIRE EQUIPMENT INC	1,172.80
101-345-760.00	MEDICAL SUPPLIES	BOUND TREE MEDICAL LLC	232.25
101-345-775.00	REPAIR & MAINT SUPPLIES	SPRINGFIELD DO IT CENTER	30.33
101-345-775.00	REPAIR & MAINT SUPPLIES	SPRINGFIELD DO IT CENTER	5.66
101-345-775.35	EQUIPMENT PARTS & SUPPLIES	MICHIGAN POLICE EQUIPMENT CO	72.00
101-345-801.04	PROSECUTION	MUMFORD SCHUBEL NORLANDER	2,919.00
101-345-801.17	COMPUTER CONSULTANT/SUPPORT	CRIMECOG TECHNOLOGIES	500.00
101-345-801.24	CENTRAL DISPATCH	NATIONAL CITY VISA	225.00
101-345-801.95	MEMBERSHIP & DUES	SAM'S CLUB-GECF	70.00
101-345-817.01	MI PS COM SYSTEM FEE	STATE OF MICHIGAN	1,500.00
101-345-850.10	TELEPHONE	AT & T	289.38
101-345-850.10	TELEPHONE	CLIMAX TELEPHONE COMPANY	172.72
101-345-850.10	TELEPHONE	NEXTEL COMMUNICATIONS	53.39
101-345-850.50	RADIO MAINTENANCE	RADIO COMMUNICATIONS	112.50
101-345-920.20	ELECTRICITY	CONSUMERS ENERGY	30.10
101-345-920.20	ELECTRICITY	CONSUMERS ENERGY	15.00
101-345-920.20	ELECTRICITY	CONSUMERS ENERGY	796.00
101-345-930.20	OFFICE EQUIPMENT/MAINTENANCE	CORNERSTONE OFFICE SYSTEMS	5.00
101-345-956.00	MISCELLANEOUS EXPENSES	SHRED-IT USA INC	35.20
101-345-970.35	CAPITAL OUTLAY-PUB SAFE EQUIP	NATIONAL CITY VISA	1,554.91
Total for Dept 345 PUBLIC SAFETY DEPT:			10,964.22
Dept 441 PUBLIC WORKS DEPARTMENT			
101-441-722.10	UNIFORMS	G & K SERVICES	28.50
101-441-740.00	OPERATING SUPPLIES	NATIONAL CITY VISA	29.64
101-441-801.00	CONTRACTUAL SERVICES	MUNICIPAL EMPLOYEES RETIREMENT	500.00
101-441-801.95	MEMBERSHIP & DUES	SAM'S CLUB-GECF	70.00
101-441-850.10	TELEPHONE	CLIMAX TELEPHONE COMPANY	33.62
Total for Dept 441 PUBLIC WORKS DEPARTMENT:			661.76
Total for Fund 101 GENERAL FUND:			34,079.72

INVOICE DISTRIBUTION REPORT FOR INVOICES PAID 05/03/09 THRU 05/16/09

GL Number	Inv. Line Desc	Vendor	Amount
Fund 202 MAJOR STREET FUND			
Dept 451 CONSTRUCTION			
202-451-801.55	CONTRACTUAL CONSTRUCTION	WIGHTMAN & ASSOCIATES, INC	6,612.50
202-451-861.00	NONMOTORIZED IMPROVEMENTS	STATE OF MICHIGAN - MDOT	9,146.41
202-451-861.00	NONMOTORIZED IMPROVEMENTS	STATE OF MICHIGAN - MDOT	2,898.00
Total for Dept 451 CONSTRUCTION:			18,656.91
Dept 463 ROUTINE MAINTENANCE			
202-463-930.59	STATE TRUNKLINE MAINTENANCE	CITY OF BATTLE CREEK	147.47
Total for Dept 463 ROUTINE MAINTENANCE:			147.47
Dept 474 TRAFFIC SERVICE MAINTENANCE			
202-474-920.20	ELECTRICITY	STATE OF MICHIGAN - MDOT	441.52
Total for Dept 474 TRAFFIC SERVICE MAINTENANCE:			441.52
Total for Fund 202 MAJOR STREET FUND:			19,245.90
Fund 211 INCOME TAX FUND			
Dept 000			
211-000-231.09	DUE TO MERS-EMPLOYER CONTRIBUTION	MUNICIPAL EMPLOYEES RETIREMENT	568.50
Total for Dept 000 :			568.50
Dept 202 INCOME TAX ADMINISTRATION			
211-202-801.13	INCOME TAX COMPLIANCE	LEXISNEXIS	30.60
211-202-801.29	ON-LINE SERVICES	INSOURCE SOLUTIONS GROUP INC	396.00
211-202-850.10	TELEPHONE	CLIMAX TELEPHONE COMPANY	76.25
211-202-900.00	PRINTING	ALLEGRA PRINT & IMAGING	99.25
211-202-956.00	MISCELLANEOUS EXPENSES	SHRED-IT USA INC	140.80
Total for Dept 202 INCOME TAX ADMINISTRATION:			742.90
Total for Fund 211 INCOME TAX FUND:			1,311.40
Fund 238 ECONOMIC DEVELOPMENT FUND			
Dept 000			
238-000-202.04	DUE TO VENDORS-PROJECT FRESH	PETTY CASH	96.00
238-000-615.00	FARMERS MARKET REVENUES	STEPHANIE STUDER	50.00
Total for Dept 000 :			146.00
Dept 270 FARMERS MARKET			
238-270-727.00	OFFICE SUPPLIES	ALLEGRA PRINT & IMAGING	82.41
238-270-727.00	OFFICE SUPPLIES	ALLEGRA PRINT & IMAGING	310.83
238-270-850.10	TELEPHONE	CLIMAX TELEPHONE COMPANY	29.95
238-270-900.10	ADVERTISING	BATTLE CREEK SHOPPER NEWS	134.59
238-270-900.10	ADVERTISING	HASTINGS REMINDER	159.14
238-270-900.10	ADVERTISING	CUMULUS BROADCASTING-BATTLE CREEK	90.00
238-270-956.06	SPECIAL EVENTS	NATIONAL CITY VISA	578.91
238-270-956.06	SPECIAL EVENTS	PETTY CASH	300.00
Total for Dept 270 FARMERS MARKET:			1,685.83
Total for Fund 238 ECONOMIC DEVELOPMENT FUND:			1,831.83

INVOICE DISTRIBUTION REPORT FOR INVOICES PAID 05/03/09 THRU 05/16/09

GL Number	Inv. Line Desc	Vendor	Amount
Fund 590 SEWER FUND			
Dept 442 OPERATING EXPENSES			
590-442-727.90	POSTAGE	LAKE MICHIGAN MAILERS INC	249.10
590-442-801.20	ANSWERING SERV/MISS DIG	TELEPHONE MESSAGE CENTER	61.80
Total for Dept 442 OPERATING EXPENSES:			310.90
Total for Fund 590 SEWER FUND:			310.90
Fund 591 WATER FUND			
Dept 000			
591-000-255.00	DEPOSIT-UB AFFIDAVIT	RICHARD & YVETTE KENNEDY	18.34
591-000-255.00	DEPOSIT-UB AFFIDAVIT	UTILITY BILLING FUND	131.66
Total for Dept 000 :			150.00
Dept 442 OPERATING EXPENSES			
591-442-727.90	POSTAGE	LAKE MICHIGAN MAILERS INC	249.10
591-442-727.90	POSTAGE	PETTY CASH	5.50
591-442-775.00	REPAIR & MAINT SUPPLIES	UNDERGROUND PIPE & VALVE INC	61.00
591-442-801.20	ANSWERING SERV/MISS DIG	TELEPHONE MESSAGE CENTER	61.80
591-442-801.97	CONFERENCE COSTS	NATIONAL CITY VISA	135.70
Total for Dept 442 OPERATING EXPENSES:			513.10
Total for Fund 591 WATER FUND:			663.10
Fund 596 REFUSE FUND			
Dept 442 OPERATING EXPENSES			
596-442-727.90	POSTAGE	LAKE MICHIGAN MAILERS INC	249.10
596-442-801.35	CONTRACTUAL REFUSE SERVICE	WASTE MANAGEMENT MI- SOUTHWEST	12,925.79
Total for Dept 442 OPERATING EXPENSES:			13,174.89
Total for Fund 596 REFUSE FUND:			13,174.89
Fund 661 VEHICLE FUND			
Dept 209 CITY ASSESSOR			
661-209-740.05	GASOLINE	FUEL MANAGEMENT SYSTEM	49.78
Total for Dept 209 CITY ASSESSOR:			49.78
Dept 345 PUBLIC SAFETY DEPT			
661-345-740.05	GASOLINE	FUEL MANAGEMENT SYSTEM	1,738.58
661-345-740.15	DIESEL FUEL	FUEL MANAGEMENT SYSTEM	97.73
661-345-930.09	VEHICLE MAINTENANCE	INTERSTATE BATTERY CENTER	343.90
661-345-930.09	VEHICLE MAINTENANCE	CITY OF BATTLE CREEK	7,035.68
Total for Dept 345 PUBLIC SAFETY DEPT:			9,215.89
Dept 441 PUBLIC WORKS DEPARTMENT			
661-441-775.00	REPAIR & MAINT SUPPLIES	NATIONAL CITY VISA	101.59
Total for Dept 441 PUBLIC WORKS DEPARTMENT:			101.59
Total for Fund 661 VEHICLE FUND:			9,367.26

INVOICE DISTRIBUTION REPORT FOR INVOICES PAID 05/03/09 THRU 05/16/09

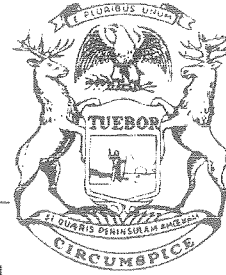
GL Number	Inv. Line Desc	Vendor	Amount
Fund Totals:			
		Fund 101 GENERAL FUND	34,079.72
		Fund 202 MAJOR STREET FUND	19,245.90
		Fund 211 INCOME TAX FUND	1,311.40
		Fund 238 ECONOMIC DEVELOPMENT FUND	1,831.83
		Fund 590 SEWER FUND	310.90
		Fund 591 WATER FUND	663.10
		Fund 596 REFUSE FUND	13,174.89
		Fund 661 VEHICLE FUND	9,367.26
		Total - All Funds	79,985.00

Keeping You Informed – State Representative

KATE SEGAL

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Notes from Rep. Segal May 8, 2009

Town hall to address veterans issues

With their service and dedication to our country, our Michigan veterans deserve both our honor and respect. There are a variety of local, state and federal services available here in the community to local veterans, ranging from legal aid to medical care. In order to make sure our veterans know about these services, I will hold an informational town hall meeting tomorrow, **Saturday, May 9, from 2 p.m. to 3:30 p.m. at the Burnham Brook Community Center, 200 W. Michigan Ave. in Battle Creek.**

I will be joined by U.S. Congressman Mark Schauer, Brigadier General Carol Anne Fausone of the Michigan Department of Military and Veterans Affairs, and a representative from the Battle Creek VA Medical Center. I encourage local veterans and their families to join me at this event.

Please join me for a cup of coffee

I was extremely happy to meet so many members of our community this morning at "Coffee with Kate" at the Copper Kettle Café, as well as at the Tekonsha Café in Athens. My "Coffee with Kate" events are a great way for me to hear about the issues that matter most to you and your family. In order to make sure I'm accessible to you, I will host multiple coffee hours each month. Please join me at these upcoming coffee hours on:

- Monday, **May 11**, from 8:30 a.m. to 9:30 a.m. at **Shrank's Café**, 85 W. Michigan Ave. in Battle Creek.
- Friday, **May 15**, from 9 a.m. to 10 a.m. at **Piccadilly Place**, 103 S. Superior St. in Albion.

I look forward to hearing from you

Remember, you don't have to attend one of my coffee hours to share your thoughts with me. Listening to your ideas and concerns will allow me to serve you better in our State Capitol. Please feel free to call me at (888) DIST-062 or e-mail me at katesegal@house.mi.gov. You also can visit my Web site, house.mi.gov/ksegal, to keep up to date on news and local events, or sign up for my e-newsletter to stay informed on the work I'm doing in Lansing for our community.

Opt-Out:

S.A.F.E. PLACE - DONATION RECORD

IMPORTANT - PLEASE READ: A new law states that we must have itemized records of goods donated. When you make your donation, please provide all the information below (see back for what the IRS allows). PLEASE PRINT YOUR INFORMATION. Thank you for your cooperation.

NAME(S): Mr. / Mrs. / Ms. Springfield Public Safety

ADDRESS: 601 Avenue A

CITY (STATE): Springfield MI ZIP: 49087 PHONE #: 965-7795

As a receipt, this form will be returned to you the month following the date of the donation.

NEW ITEMS

Description:

Quantity:

Value:

Description:	Quantity:	Value:
♦ INSTITUTIONAL LAUNDRY DETERGENT	1	
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"PRE-LOVED" ITEMS

Description:

Quantity:

Value:

Description:	Quantity:	Value:
♦ INSTITUTIONAL LAUNDRY DETERGENT	1	
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TOTAL VALUE: _____

April 30, 2009

Springfield Public Safety
601 Avenue A
Springfield MI 49037



A Comprehensive
Domestic Violence Program
Established 1983

Dear Springfield Public Safety,

Your support makes a difference, both tangible and emotional, in the lives of our clients and helps to provide the necessary resources for individuals and families to live free of violence and fear. Small or large, your donation enhances the chances of a victim to establish a safe and secure home – something each of us deserves.

Through your gift of detergent received on 4/9/2009, you have expressed your commitment to the welfare of our clients and their children

Thank you again for your generous donation.

Sincerely,

Jennifer

Jennifer Fopma, MSW
Executive Director

P.O. Box 199
Battle Creek, MI 49016-0199

P 269.965.6093
F 269.966.2503

FOR TAX PURPOSES: S.A.F.E. Place has not provided you with any goods or services in exchange for this contribution. Please retain this document for your records. It is important and necessary for any available federal income tax deduction for this contribution. MI License, #MICS/CIT 8259

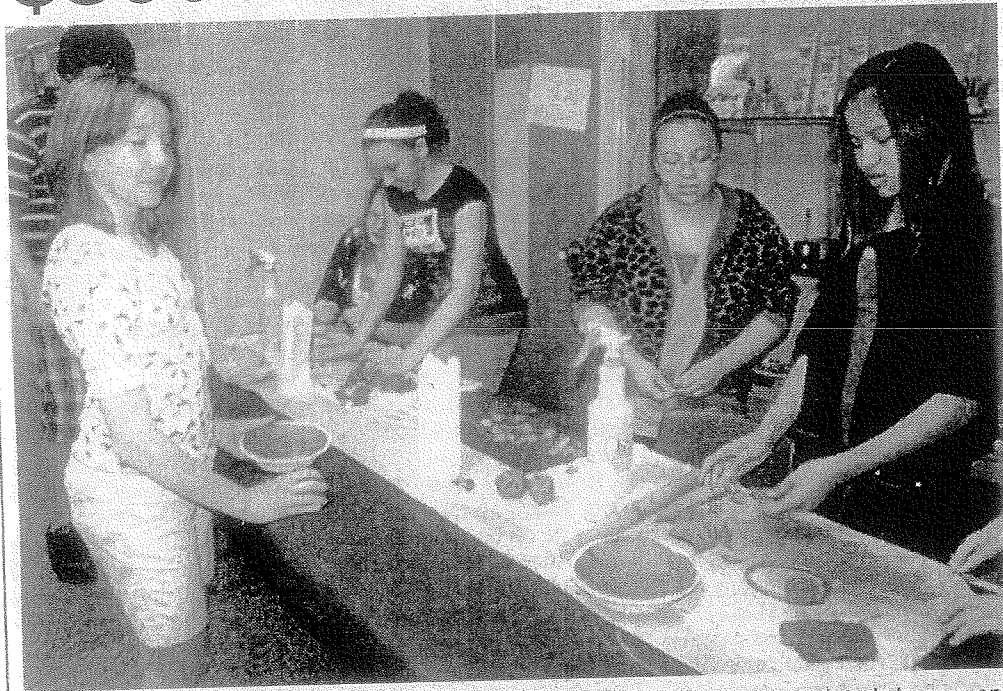
24 Hour HOTLINE
269.965.SAFE (7233)
Toll Free 1.888.664.9832

www.safeplaceshelter.org



Equal Opportunity Employer

'Empty Bowl' raises nearly \$3000 for Food Bank



From lumps of clay to works of art, Springfield Middle School students created change, one bowl at a time last Friday, May 1 when their 14th annual Empty Bowl luncheon nearly reached the \$3,000 goal by generating \$2,700. Diners could choose from several student-made bowls and eat a simple lunch for \$5 with all proceeds benefitting the Food Bank of South Central Michigan. Also on sale that day was beaded silverware and plates of various cheesecake samples in the second annual cheesecake slamdown competition. It was all organized by art teacher Jan Cramer. Here, students Anne Nge (right) and Amanda Randolph center, join the bowl making effort. (Shopper News photo by Shelly Sulser)



Minding the Cheesecake Slamdown Competition table at last Friday's Springfield Middle School Empty Bowl luncheon were Roni Foster, left, and Ashleigh Goheen. (Shopper News photo by Shelly Sulser)

Tentative Settlement Agreement between the City of Springfield and
the Police Officers Labor Council/Springfield Non-Supervisory Unit
April 30, 2009

The above mentioned parties have negotiated in good faith and have tentatively agreed to the following changes to the current Collective Bargaining Agreement. The Union agrees to have its bargaining unit membership have ratification vote and the Employer agrees to take the tentative settlement agreement to the City Council for a ratification vote. If both parties ratify the settlement the issues will be incorporated into a new Collective Bargaining Agreement.

1. The new CBA will be for the term of five years, from July 1, 2009 through June 30, 2014.
2. The numbering system of the Article of the CBA will be changed from Roman numeral to Arabic i.e. 1, 2, 3, 4, etc.
3. Section 6.5: The parties agree to omit old language and change the language to reflect what the agreed practice is currently.

6.5: The Employer shall have the right to use past discipline of up to ~~forty-eight (48)~~ **to twenty-four (24)** months old when administering discipline on a current charge. ~~Effective July 1, 2003, the use of past discipline will be modified to thirty-six (36) months. Effective July 1, 2004, the use of past discipline will be modified to twenty-four (24) months.~~

4. Section 10.5: Hospitalization. The parties have agreed to the following changes in this Section:

10.5: Hospitalization.

- A. ~~Effective as soon as reasonably possible, all employees will participate in the MERS Premier Health Plan 6 with a \$10 generic/ \$20 formulary / \$40 non-formulary brand name co-payment, \$10 office/chiropractic, \$50 emergency room visit co-payment. MOPD 2x. The \$40 non-formulary co-payment will be reimbursable to \$20 until July 1, 2007 at which time reimbursement will cease.~~

A. The Employer agrees to pay one-hundred percent (100%) of the premium for medical and prescription coverage for the following two plans, with employees being responsible for 100% of the dental and vision coverage costs:

1. **Plan #1:** MERS Premier Health Plan 8 with \$10 office/chiropractic, \$50 emergency room visit co-payment, MERS Prescription Drug Plan 5 with a \$10 generic/\$20 formulary/\$40 non-formulary brand name co-payment, MOPD 2x., MERS Dental Plan D, and MERS Vision Plan D (or comparable).

2. **Plan #2:** MERS Premier Health Plan 6 with \$10 office/chiropractic, \$50 emergency room visit co-payment, MERS Prescription Drug Plan 5 with a \$10 generic/\$20 formulary/\$40 non-formulary brand name co-payment, MOPD 2x., MERS Dental Plan D, and MERS Vision Plan D (or comparable).

Employees shall have an option to select one of the two available plans, or select partial coverage or no coverage.

The Employer reserves the right to substitute another carrier, provided, the coverage is comparable. Each employee eligible for health care coverage shall pay 50% co-payment for the cost of family continuation coverage, if any such cost is changed by the insurance provider through payroll deduction.

B. Employees agree to provide payment to the City, through payroll deduction, per the following schedule on a weekly amount:

Plan #1 - MERS Premier Health Plan 8, MERS Prescription Drug Plan 5

<u>Coverage</u>	<u>7-1-09</u>	<u>7-1-10</u>	<u>7-1-11</u>	<u>7-1-12</u>	<u>7-1-13</u>
Single	\$5.00	\$5.00	\$5.00	\$5.00	\$5.00
Couple	\$5.00	\$5.00	\$8.00	\$13.00	\$13.00
S Parent	\$5.00	\$5.00	\$8.00	\$13.00	\$13.00
Family	\$5.00	\$5.00	\$15.00	\$20.00	\$20.00

Plan #2 - MERS Premier Health Plan 6, MERS Prescription Drug Plan 5

<u>Coverage</u>	<u>7-1-09</u>	<u>7-1-10</u>	<u>7-1-11</u>	<u>7-1-12</u>	<u>7-1-13</u>
Single	\$15.00	\$15.00	\$15.00	\$25.00	\$25.00
Couple	\$15.00	\$15.00	\$20.00	\$30.00	\$30.00
S Parent	\$15.00	\$15.00	\$20.00	\$30.00	\$30.00
Family	\$15.00	\$15.00	\$25.00	\$40.00	\$40.00

- C. In the event that the Federal Government provides nationalized medical, dental, and/or vision insurance, the parties agree to meet and discuss the impact and possible changes or options to the City's healthcare plan.

- E. While an employee is laid off, the Employer agrees to continue to fund the Employer's portion of the medical, dental, and vision premiums in affect at the time the layoff commences, for a period not to exceed six (6) months. In order to be eligible, an employee must have at least two (2) years of seniority.

- F. Any employee electing family continuation coverage shall pay fifty percent (50%) of the additional cost between the one or two person premium rate and the necessary step up rate to include a dependent child nineteen (19) years of age or older. Payment will be made through payroll deduction. In order for any child nineteen (19) years of age or older to continue on the Employer's health insurance plan, he/she must be enrolled in a college or university, maintain full-time status as a student, maintain a 2.0 grade point average (on a 4.0 scale), and meet any other eligibility requirements employed by the Employer's health insurance provider.

- G. Any Employee that can demonstrate the ability to obtain medical, dental, and vision insurance from any other source, may elect to decline the Employer's plan. Any employee who declines to participate in the Employer's plan shall be paid the corresponding insurance deferral payments:

<u>Insurance Eligibility</u>	<u>Acceptance</u>	<u>Weekly Payment</u>
Single Employee	No Coverage	\$50.00
Employee/Spouse Coverage	No Coverage	\$100.00
Employee/Spouse Coverage	Single Coverage	\$50.00
Single Parent Coverage	No Coverage	\$100.00
Single Parent Coverage	Single Coverage	\$50.00
Family Coverage	No Coverage	\$125.00
Family Coverage	Single Parent Coverage	\$50.00
Family Coverage	Employee/Spouse Coverage	\$50.00
Family Coverage	Single Coverage	\$125.00

Any employee who defers the Employer's medical insurance shall be required to provide proof of coverage from another insurance provider. An employee's ability to join the Employer's medical insurance plan following a period of deferral shall be subject to the open enrollment requirements of the City's insurance provider.

B.H. The Employer agrees to allow retired members of the bargaining unit to continue in the group health insurance plan of the City. Provided, that the Employer shall contribute toward the premium for the retiree as a single person, at the rate in effect at the time the employee retires. The retiree shall make up the difference between the City's capped contribution rate and the monthly premium cost. Such group insurance shall cease upon the retiree obtaining employment elsewhere which provides a health care plan to its employees. The retiree may also include his/her spouse and dependent children (under the age of nineteen (19 years) provided the retiree pays the premium for such spouse and dependent so covered. It is also agreed that there is no reinstatement right if coverage under the City's plan ceases. At such time as a retiree is eligible to enroll in Medicare, as provided by Federal law, the employee, if a member of the City's insurance group shall enroll with the group insurance becoming supplemental to Medicare. The City

will pay the premium for the supplement subject to the respective Retiree's Capped Premium Rate provided for above.

~~—G. I.~~ The City will sponsor a dental and vision group **plan** provided that a sufficient number of employees agree to participate in the plan and further provided that the participants pay ~~their own the~~ premiums **of the plans**.

~~D. Effective July 1, 2007, employees will contribute \$7.50 per week by payroll deduction toward the cost of health insurance. Effective July 1, 2008, this contribution will be modified to \$12.00 per week~~

5. Section 10.7 Safety Glasses and Section 16.0 Uniforms and Equipment:

The parties agree to move Section 10.7 language to Section 16.0

~~10.7: Safety Glasses. The Employer shall furnish safety glasses to all employees who require them, no more often than every two (2) years except when broken, lost, or damaged in the line of duty. However, any employee requiring safety glasses will be required to pay for any examination in connection with the providing of such safety glasses. In no event will the Employer pay more than \$75.00 for safety glasses.~~

16.0: New hires are provided by the Employer, at no cost to the employee, the following:

Uniforms & Equipment	
1 Tie	1 Duty Gear Belt
1 Clasp	1 Handcuffs and Holder
1 Radio Holder	1 Gun and Holster
1 Baton and Holder	3 Magazines and Holder
1 Dress Hat	1 Whistle and Chain
3 Long-Sleeved Shirts	2 Name Tags
3 Short-Sleeved Shirts	1 All Season Jacket
3 Trousers	1 Turnout Coat*

1	Bullet Resistant Vest		Glove Case
	Required Insignia	1	Rain Coat
1	Helmet *	1	Set of fatigues
1	Safety Hood *		Leather Gloves *
	Bunker Pants and Boots *		
* Applies to Public Safety Officers only.			

The above uniforms and equipment will be replaced by the Employer at no cost to the employee if lost or damaged in the line of duty and such loss or damage is not the result of the employee's negligence. All officers shall receive a taxable general allowance for the replacement and cleaning of the uniforms and equipment (hats, shirts, jackets, trousers, and ties) in the sum of seven hundred dollars (\$700.00) annually, paid during the first full payroll period of December each year. If an employee does not work an entire twelve (12) months, said allowance shall be pro-rated for the actual months of service.

Safety Glasses. The Employer shall furnish safety glasses to all employees who require them, no more often than every two (2) years except when broken, lost, or damaged in the line of duty. However, any employee requiring safety glasses will be required to pay for any examination in connection with the providing of such safety glasses. In no event will the Employer pay more than \$75.00 for safety glasses.

Uniforms and equipment shall remain the property of the Employer and shall be returned promptly to the Employer when an employee's service terminates.

6. Sections 15.5: The parties agree to the following addition to this section:

15.5: Longevity Bonus Schedule.

Continuous Service	Annual Bonus
End of 7 years	2% of base wage
End of 14 years	4% of base wage
End of 21 years	6% of base wage

Longevity payments to eligible employees shall be paid on the last payday prior to the Thanksgiving holiday.

7. Section 17.1: The parties agree to the following changes to this section:

17.1: Officers who are required by a command officer to use their own vehicle in the performance of their duties shall receive reimbursement at the rate **of the IRS allowable reimbursement amount.** ~~of twenty-one (21) cents per mile. Effective the first full payroll period after the Union and Employer have signed this agreement, the rate shall be increased to twenty-five cents (\$.25) per mile.~~ Officers who have been required to use their own vehicle shall submit documentation of the mileage immediately following the use. **Employees should first attempt to use an available patrol vehicle or the City's administrative vehicle before driving their personal vehicle.**

8. Section 17.3 The parties have agreed to the following changes to this section:

17.3: The Employer will schedule two (2) public safety officers per shift. In addition, the City will schedule a ~~firefighter or public safety officer, in its sole discretion,~~ to the fire station to be at the ready to man fire equipment.

The above language is not applicable if the Letter of Understanding ref. staffing levels is in effect.

9. Section 18.1: Pay Schedule The parties agree to the following changes in this section:

18.1: Pay Schedule. Employees shall normally be paid on ~~Tuesday~~ **Wednesday** on a weekly basis. Except that if the Employer determines it is more cost effective to pay every other week and provides written notice to the Union three (3) months in advance of implementation it is agreed that the pay schedule may be so altered. **As of July 1, 2009, all employees will be required to have accounts set up to receive their paychecks via direct deposit from the Employer.**

10. 19.0 Wage Schedule.

Effective the first full payroll period after July 1, 2009, Public Safety Officers will be compensated as follows:

<u>Public Safety Officer</u>	<u>Hourly Rate</u>
Start	15.28
6 Months	17.79
1 Year	18.99
2 Years	20.26
3 Years	21.43
4 Years	23.89

Effective the first full payroll after July 1, 2010, the rates for Public Safety Officers shall be:

<u>Public Safety Officer</u>	<u>Hourly Rate</u>
Start	15.44
6 Months	16.72
1 Year	19.52
2 Year	20.87
3 Year	22.08
4 Year	24.60

Effective the first full payroll period after July 1, 2011, the rates of pay for Public Safety Officer shall be:

<u>Public Safety Officer</u>	<u>Hourly Rate</u>
Start	15.59
6 Months	16.89
1 Year	18.34
2 Year	21.44
3 Year	22.74
4 Year	25.34

Effective the first full payroll period after July 1, 2012, the rates of pay for Public Safety Officer shall be:

<u>Public Safety Officer</u>	<u>Hourly Rate</u>
Start	15.75
6 Months	17.05
1 Year	18.53
2 Year	20.16
3 Year	23.36
4 Year	26.10

Effective the first full payroll period after July 1, 2013, the rates of pay for Public Safety Officer shall be:

<u>Public Safety Officer</u>	<u>Hourly Rate</u>
Start	15.91
6 Months	17.23
1 Year	18.71
2 Year	20.36
3 Year	21.96
4 Year	26.88

Officers hired who are not cross-trained (police and fire) at the time employment commences shall receive a rate of pay one dollar (\$1.00) per hour less than the Public Safety Officer start rate **if not trained and certified as firefighter, and two dollars (\$2.00) per hour less than the Public Safety Officer start rate if not trained and MCOLES certified as a police officer.**

Retroactivity: In order to be eligible for any retroactive pay, an employee must be on the active payroll of the Employer as of the date the City ratifies this Agreement.

11. The Parties agree to incorporate the Letters of Understanding reference resolution of Fitness for Duty disputes and the Canine Program.

Letter of Understanding

This Letter of Understanding is by and between the City of Springfield (the "City"), Police Officers Labor Council Springfield Patrol Division (the "Patrol Union"), and Police Officers Labor Council Springfield Command Division (the "Command Union").

The Command Union, the Patrol Union, and the City mutually agree to the following:

1. Effective immediately, the minimum staffing of the Springfield Public Safety Department (SDPS) shall be two (2) Public Safety Officers (PSO's) per shift.
2. The City shall schedule one (1) Sergeant and two (2) Patrol Officers per regular shift.
3. At the discretion of the Command Officer on duty each Friday or Saturday evening, overtime may be utilized to maintain the staffing of three PSO's between the hour of 6pm and 12am.
4. No layoffs of existing staff shall be made to accomplish the reduced minimum staffing standards.
5. Representatives from all parties of this Agreement shall hold a special meeting between the dates of May 1, 2010 and the May 31, 2010 to review the minimum staffing of the SDPS and determine the need and financial ability to increase said levels. If the staffing levels are unchanged following said meeting, representatives from all parties shall meet in nine (9) month intervals to continue to monitor and review the effectiveness of the staffing levels.
6. In the event the City's General Fund operating reserves reach 30% or more of annual operating expenses for more than one fiscal year, the parties will meet to discuss staffing levels.
7. This Letter of Understanding shall become open for review in the future if, and when, the current City Manager, Franklin J. Peterson, leaves the employment of the City of Springfield as city manager.
8. This Letter of Understanding is null and void if the parties do not ratify the tentative settlement agreement that was reached on April 30, 2009 reference changes in the Collective Bargaining Agreement, by May 19, 2009.

FOR THE EMPLOYER:

Susan L. Anderson, Mayor

Date

Franklin J. Peterson, City Manager

Date

FOR THE PATROL UNION:

Kevin Callahan

Date

Edward Hillyer, POLC Labor Rep.

Date

FOR THE COMMAND UNION:

Scott Furgason

Date