

One-rdg. _____
P. Hrngs. _____
Pgs. 5
Filed: 07-23-19

Sponsored by: McClure

First Reading: _____

Second Reading: _____

COUNCIL BILL 2019 - 176

SPECIAL ORDINANCE _____

AN ORDINANCE

1 ADOPTING and authorizing the Mayor to execute the First Amendment to an
2 Employment Agreement by and between the City of Springfield, Missouri,
3 and Jason A. Gage, setting out the terms and conditions of his
4 employment as City Manager; and authorizing payment of salary and
5 benefits to Jason A. Gage in accordance with the provisions set forth
6 therein.

7 _____
8
9 WHEREAS, pursuant to Article III, Section 3.1 of the City Charter, the Council of
10 the City of Springfield, Missouri (the "City") appointed Jason A. Gage ("Gage") as City
11 Manager for the City effective August 1, 2018; and

12
13 WHEREAS, the City and Gage entered into an Employment Agreement
14 ("Agreement") on or about June 1, 2018, setting out the terms and conditions of his
15 employment as City Manager for the City effective August 1, 2018, and City Council
16 pursuant to Article II, Section 2.16(38) of the City Charter exercised its power as
17 enumerated in the City Charter and adopted the Agreement as a final and binding
18 Agreement between the City and Gage; and

19
20 WHEREAS, the City desires to amend the Agreement by and between the City
21 and Gage as set forth in the First Amendment to the Agreement (the "First
22 Amendment") and authorize payment of salary and benefits to Gage in accordance with
23 the provisions set forth in the First Amendment.

24
25 NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF
26 SPRINGFIELD, MISSOURI, as follows:

27
28 Section 1 – The First Amendment to the Agreement attached hereto and
29 incorporated herein as "Exhibit A" is hereby adopted by City Council as a final and
30 binding First Amendment by and between the City and Gage for a term and duration as
31 set forth within the terms of the Agreement, as now amended, authorizing the payment
32 of salary and benefits to Gage in accordance with the provisions set forth therein. The
33 Mayor is hereby authorized to execute the First Amendment to the Agreement.

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Section 2 – This Ordinance shall be in full force and effect immediately after its adoption by City Council.

Passed at meeting: _____

Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: Rhonda Lewsader, City Attorney

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

EXPLANATION TO COUNCIL BILL 2019 - 176

FILED: 07-23-19

ORIGINATING DEPARTMENT: Human Resources

PURPOSE: Adopting and authorizing the Mayor to execute the First Amendment to an Employment Agreement by and between the City of Springfield, Missouri, and Jason A. Gage, setting out the terms and conditions of his employment as City Manager; and authorizing payment of salary and benefits to Jason A. Gage in accordance with the provisions set forth therein.

BACKGROUND INFORMATION: City Council appointed Mr. Jason A. Gage ("Gage") to serve as City Manager effective August 1, 2018. The current Employment Agreement is being amended and is attached as "Exhibit A," and sets forth the terms and conditions of employment of Gage as City Manager. The Agreement and its First Amendment also authorize the payment of salary and benefits in accordance with the provisions set forth therein. The First Amendment will be effective upon approval by City Council.

Submitted by:

Approved by:



Darla Morrison,
Director of Human Resources



Ken McClure, Mayor

Exhibit A

**FIRST AMENDMENT TO THE EMPLOYMENT AGREEMENT BETWEEN
THE CITY OF SPRINGFIELD, MISSOURI AND JASON A. GAGE**

THIS FIRST AMENDMENT to the EMPLOYMENT AGREEMENT between the City of Springfield, Missouri (“the City” or “Employer”) and Jason A. Gage, City Manager (“Gage” or “Employee”), dated June 1, 2018 (the “Agreement”), is entered into by and between the City and Gage as of the date and year first written below (the “First Amendment”).

WHEREAS, the City and Gage are parties to a certain Employment Agreement dated June 1, 2018, and effective as of August 1, 2018 (the “Agreement”); and

WHEREAS, the City and Gage wish to amend certain provisions of the Agreement as hereinafter provided.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and obligations hereinafter contained, the parties do hereby agree to amend the Agreement as hereinafter provided:

1. Effective as of the date approved by City Council, Paragraph 5 – Compensation, Paragraph 6(a) – Automobile Allowance, and Paragraph 6(d) – Retirement Benefits of the Agreement are hereby each deleted in their respective entireties and the following paragraphs are inserted in their place:

PARAGRAPH 5 – COMPENSATION

5. **Compensation.** For all services provided to the City by Employee during Employee’s employment hereunder, Employee shall be paid the following compensation: Beginning August 12, 2019, Two Hundred Twenty-Eight Thousand Dollars (\$228,000.00) annually, payable in equal installments not less often than biweekly (“Base Compensation”). Thereafter, Employee’s annual Base Compensation will be reviewed by City Council in conjunction with the City’s fiscal year and Employee’s performance shall also be evaluated by City Council, and increases in annual Base Compensation, if any, shall be based on Employee’s performance, budgetary guidelines, market comparability, or for other reasons as desired by City Council. The compensation provided in this paragraph shall be in addition to the benefits and other remunerations that are set forth in this Agreement.

6. **Fringe and Welfare Benefits.**

(a) **Automobile Allowance.** Throughout Employee’s employment under this Agreement, Employee shall receive a car allowance of \$430.00 per month (\$5,160.00 annually), in accordance with the car allowance available to other similarly

situated unclassified active employees of the City. Employee shall also be eligible for reimbursement for mileage for approved out-of-town travel in accordance with the reimbursement allowed for other similarly situated unclassified active employees of the City. Employee shall also have the option, should Employee travel out-of-town, of using a vehicle owned by the City pursuant to the City's normal processes and practices available to other similarly situated unclassified active employees of the City.

(d) **Retirement Benefits.** The parties agree and understand that the City participates in the Missouri Local Government Employees Retirement System ("LAGERS"). Upon Employee's qualification for participation under LAGERS, Employer agrees to 100% of the required contributions on behalf of Employee with a two percent (2%) defined benefit multiplier. In addition to LAGERS, the parties agree and understand that the City participates in a supplementary Section 457 retirement plan ("457 Plan"). Employer agrees to contribute the maximum allowed by the Internal Revenue Service annually into Employee's 457 Plan account during May of each calendar year. Currently, based on IRS guidelines, the IRS maximum allowable amount is \$25,000.00.

2. Unless otherwise indicated, all remaining provisions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment as of the date and year first written below.

Date

Jason A. Gage

"Gage" or "Employee"

The City of Springfield, Missouri

By: _____

Ken McClure, Mayor

"the City" or "Employer"